PIN: 84126MBBR770
E-PIN: 84126B0029
Book/Receipt No.: 1 of 1

THE CITY OF NEW YORK
DEPARTMENT OF TRANSPORTATION
("NYCDOT")

THE DIVISION OF BRIDGES

MICHAEL FLYNN
COMMISSIONER

PROPOSAL
FOR BIDS, BID, DETAIL SPECIFICATIONS AND STANDARD CONSTRUCTION CONTRACT

FOR

Contract No. HBCY109

WHEN AND WHERE STRUCTURAL REPAIRS AND OTHER MISCELLANEOUS WORK CONDUCTED WITHIN THREE BOROUGHS

Together With All Work Incidental Thereto
BOROUGHS OF BROOKLYN, THE BRONX AND STATEN ISLAND

Bid Opening: Refer to PASSPort for Bid Opening Date and Time
Location: 55 Water Street, Ground Floor

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The following Bid Schedule items are required to be completed and submitted at Bid Opening and failure to do so will result in your Bid being determined to be non-responsive:

1. DBE Utilization Goal Form or M/WBE Utilization Requirements and Forms; 000017
2. Additional forms may be required pursuant to Attachment 3b; and 000293
3. Refer to PASSPort for additional forms.

Forms required to be completed and submitted within five (5) Days after the Bid Opening. Failure to provide such forms in a timely manner may result in the Bid being determined to be non-responsive or the Bidder non-responsible.

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Please note: For convenience, all attachments have been electronically book-marked and all forms are fillable. Covid-19 Special Provision

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Please note: For convenience, all attachments have been electronically book-marked and all forms are fillable.

PART A – DEFINITIONS

The following words and expressions, or pronouns used in their stead, shall, wherever they appear in this Contract (as defined herein), be construed as follows, unless a different meaning is clear from the context. Part A supplements those definitions contained elsewhere in this Contract, including in Part F, but if a conflict exists these definitions take precedence.

A.1. "Bid" shall mean an offer in the designated form and format submitted in response to this solicitation.

A.2. "Bidder" shall mean any entity that submits a Bid.

A.3. "City" shall mean the City of New York.

A.4. "Commissioner" shall mean the head of the City Department of Transportation, or his/her duly authorized representative. All written notices or communications to the Commissioner shall be sent, as specified, to 55 Water Street, 9th Floor, New York, New York 10041.

A.5. "Contract" or "Contract Documents" shall mean, shall be deemed to include the following, and shall supersede the list in Articles 1.1.1-1.1.6 and the definition in Article 2.1.9 in Part F – General Conditions, except for titles, subtitles, headings, running headlines, table of contents and indices (all of which are printed herein merely for convenience):

A.5.1. Advertisement for Bids; and

A.5.2. Information for Bidders; and

A.5.3. Bid; and

A.5.4. General Conditions (also known as the Standard Construction Contract); and

A.5.5. Procurement Policy Board Rules; and

A.5.6. Specifications; and

A.5.7. Contract Drawings (if applicable); and

A.5.8. all Addenda issued by NYCDOT prior to the receipt of Bids; and

A.5.9. all provisions required by law to be inserted in this Contract, whether actually inserted or not; and

A.5.10. Notice of Recommendation of Award; and

A.5.11. Insurance Documents; and

A.5.12. Payment and Performance Bonds (if required); and

A.5.13. Contract Attachments; and

A.5.14. Notice to Proceed and/or Order to Work.

A.6. "Contracting Officer" shall mean any person duly authorized to enter into and administer contracts and make determinations with respect thereto. The term also includes an authorized representative acting within limits of authority.

A.7. "Contract Price" shall mean the lump sum price or unit prices 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, which 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.

A.8. "Department" or "NYCDOT" shall mean the City Department of Transportation, acting by or through the Commissioner thereof, or his/her duly authorized representative.

A.9. "Procurement Identification Number" or "PIN" and "Electronic Procurement Identification Number" or "E-PIN" shall mean the unique identifying numbers for this Contract.

A.10. "Taxpayer Identification Number" or "TIN" shall mean the Internal Revenue Service term for identification in the administration of tax laws, which includes the Social Security Number ("SSN") and/or Employer Identification Number ("EIN").

A.11. "VENDEX" shall be deemed to refer to Vendex or other systems used by the Mayor's Office of Contract Service for collecting information from a Bidder, including Procurement and Sourcing Solutions Portal (PASSPort).

PART B – PROJECT SPECIFICATIONS

B.1. General Project Description. Payment for Work performed under this Contract is based on time and material records in accordance with the provisions of Part F General Conditions. The Contractor's Bid represents the markup for labor, equipment, and materials used in the performance of the Work. No specific Work is designated until this Contract is registered, and individual structural conditions and/or "flags" are assigned to the Contract. The Work under this Contract may include, but not be limited to, repair of flag conditions by performing structural rehabilitation, maintenance, and replacement of components, primarily on bridges, as well as other miscellaneous work when directed by NYCDOT at areas designated by NYCDOT. All Work shall be performed within the Borough(s) specified by NYCDOT.

For more detailed scope of Work, see Attachment 3j – Special Provisions.

B.2. Notices. The Contractor must send all notices referenced in Part F, General Conditions, Article 11 to the Resident Engineer, unless otherwise directed by NYCDOT in writing.

B.3. Project Manager. The project manager is Mr. MD. A. Rashid. Subject to review by the Commissioner, the project manager's powers shall include, but not be limited to, those indicated in Article 32 of Part F of this Contract.

B.4. Apprenticeship Program Requirements. No payment shall be made to the Contractor for the training required by the apprenticeship program cited in this Contract. Any training contemplated within the apprenticeship program cited in this Contract is a labor cost which is included in the unit prices bid by the Contractor for the items of Work comprising the Contract.

PART C – SCHEDULE A
GENERAL CONDITIONS TO CONSTRUCTION CONTRACT
(INCLUDING GENERAL CONDITIONS RELATING TO ARTICLE 22 -- INSURANCE)

PART I. REQUIRED INFORMATION

PART E ARTICLES E.55 TO E.61 AND PART F ARTICLE 19 BID BOND / BID SECURITY The **Contractor** shall obtain a Bid Bond or Bid Security in the amount indicated to the right.	Bid Security: 2% of Bid or Bid Bond: 10% of Bid
PART E ARTICLES E.55 TO E.61 AND PART F ARTICLE 19 PERFORMANCE BONDS The **Contractor** shall obtain a performance bond in the amount indicated to the right. For Performance Bond Form see Attachment 2b.	100% of the **Contract Price**
PART E ARTICLES E.55 TO E.61 AND PART F ARTICLE 19 PAYMENT BONDS The **Contractor** shall obtain a payment bond in the amount indicated to the right. For Payment Bond Form see Attachment 2a.	100% of the **Contract Price**
PART F ARTICLE 8 RENEWAL The **Commissioner** reserves the right, in his/her sole discretion, to renew this **Contract** for the period indicated to the right, upon the same terms, conditions and prices as stated herein.	A period not to exceed 730 **Days** after the expiration of the **Contract Term**
PART F ARTICLE 14 DATE FOR SUBSTANTIAL COMPLETION The **Contractor** shall substantially complete the **Work** in the number of **Days** indicated to the right.	730 **Days** – beginning on the date indicated in the **Notice to Proceed** or **Order to Work**

PART F ARTICLE 15 **LIQUIDATED DAMAGES** If the **Contractor** fails to substantially complete the **Work** within the time fixed for substantial completion in **Work Orders** or **Tasks** 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.	$2,500 for each **Day** over date of **Substantial Completion** **Supplemental Liquidated Damages** • $2,000.00 for each Day for deficiencies in compliance with **Worker Protection Plan** (see Section 832, Book 1 of 1) • $2,000.00 for each Day for deficiencies in compliance with **Environmental Protection and Project Cleanup** (see Section 832, Book 1 of 1)
PART F 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 25% of the **Contract Price**
PART F 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. In the event of any conflict between Schedule A and any provision in Article 21 of the General Conditions in regard to retainage, Schedule A shall control.	5% of the value of the **Work**
PART F ARTICLE 22 **INSURANCE** (Per Directions Below)	
PART F 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**

PART F 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.	365 **Days** after date of **Substantial Completion**	
DBE / D/M/WBE / M/WBE GOAL(S) The Contractor shall adhere to the goal(s) indicated to the right.		
D/M/WBE Goals (State Funded)	2% MBE	2% WBE
ATTACHMENT 1c The Contractor shall comply with the Apprenticeship Program requirement, as indicated to the right.	Applicable	

(GENERAL CONDITIONS RELATING TO PART F ARTICLE 22 -- INSURANCE)

PART II. TYPES OF INSURANCE, MINIMUM LIMITS AND SPECIAL CONDITIONS

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 Office of the ACCO.

All certificate(s) of insurance submitted pursuant to Part F Article 22.3. 3 must be submitted to the Office of the ACCO accompanied by a Certification by a Broker consistent with Attachment 2c 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 Part F Article 22 in its entirety, including listed paragraphs below)	Minimum Limits and Special Conditions
■ Commercial General Liability Art. 22.1.1	If the **Work** requires a permit from the Department of Buildings pursuant to 1 RCNY §101-08, available at http://www.nyc.gov/html/dob/downloads/rules/1_RCNY_101-08.pdf, the **Contractor** shall provide Commercial General Liability Insurance with limits of at least those by 1 RCNY §101-08. If the **Work** does not require such a permit, the minimum limits shall be $1,000,000 per occurrence, $1,000,000 personal and advertising injury, and $3,000,000 per project aggregate applicable to this **Contract**. Additional Insureds: 1. City of New York, including its officials and employees, with coverage at least as broad as ISO 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). 3. New York State Department of Transportation, including its officials and employees; and

	4. Any person(s) or organization(s) specified elsewhere in this Contract, including any railroad's requirements.
■ 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	100 % of total value of **Work** **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	$2,000,000 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	$2,000,000 per occurrence $4,000,000 aggregate Additional Insureds: 1. City of New York, including its officials and employees.

■ Railroad Protective Liability Art. 22.1.8 In addition to the requirements in Schedule A, the Contractor must satisfy all insurance requirements set forth in Appendix A Metro-North Railroad, Appendix B LIRR General and Insurance Requirements, Appendix C New York City Transit Requirements, Appendix D AMTRAK, Appendix E CSXT General and Insurance Requirements. If there is a conflict between the insurance requirements of Appendices A through E and the insurance requirements described in any other part of the Contract, the Contractor must maintain the more expansive insurance coverage and with the higher insurance limits.	$2,000,000 per occurrence $4,000,000 aggregate Additional Insureds: 1. City of New York, including its officials and employees, and 2. Metro-North Railroad; and 3. New York City Transit; and 4. Long Island Railroad; and 5. National Railroad Passenger Corp. (AMTRAK); and 6. CSX Transportation, Inc. 7. All such other persons and entities listed in Appendices included in this Contract

PART D – BID SCHEDULE
BID SCHEDULE CHECKLIST

The following Bid Schedule items are required to be completed and submitted at Bid Opening and failure to do so will result in your Bid being determined to be non-responsive:

1. Bid Sheet; and

2. Bidder Information, Bid Total, Acknowledgements and Certification; and

3. As applicable, DBE Utilization Goal Form or M/WBE Utilization Requirements and Forms; and

4. Bid Security or Bid Bond; and

5. Additional forms may be required pursuant to Attachment 3b.

Please Note:

- **The Bid Sheets will be uploaded into PASSPort.**

- **All Bid Schedule fields are electronically fillable and NYCDOT strongly encourages completion of the fields by this method.**

BID SCHEDULE: INSTRUCTIONS

D.1. Bid Sheet Instructions

D.1.1. The Bid prices that the Bidder specifies in **Column 5** of the Bid Schedule shall determine each Unit Price for Bid Item.

D.1.2. The specified quantities of **Column 3** are estimates for Bid purposes only.

D.1.3. The sum of Sub-Totals in **Column 6** shall determine the Total Bid Price.

D.1.4. Bids shall be typewritten or written legibly in ink.

D.1.5. Erasures or alterations shall be initialed by the signer in ink.

D.1.6. To complete the Bid Sheet electronically, using the attached fillable pdf bid sheets, type directly into the highlighted cells.

D.1.7. The completed Bid Sheet should be appropriately inserted into the Bid.

D.1.8. Failure to fully complete the Bid Sheet, failure to furnish the requested Bidder information herein and/or failure to provide the additional Bidder submissions will result in your Bid being determined to be non-responsive.

D.1.9. Please note that Bid Item numbers may correspond to specific references contained on Contract Drawings.

D.2. Bid Certification Instructions

D.2.1. The Bidder shall complete the following:

D.2.1.1. Bidder Information;

D.2.1.2. Total Bid Price in figures;

D.2.1.3. Acknowledgements; and

D.2.1.4. Certification.

D.3. Instructions for DBE Utilization Goal Form and M/WBE Utilization Requirements and Forms

D.3.1. If a DBE or M/WBE goal is established in Schedule A, complete all necessary forms and fields included in the Bid Schedule.

D.3.2. Submission of the DBE Utilization Goal Form or M/WBE Utilization Requirements and Forms are not required if the DBE or M/WBE goal is 0% as per Schedule A.

D.4. Bid Security and Bid Bond Instructions

D.4.1. Pursuant to Schedule A, the Bidder may be required to provide either a Bid Security or a Bid Bond.

D.4.2. If the Bidder elects to submit a Bid Security, the Bid Security shall be in the amount required pursuant to Schedule A and shall be provided in a form consistent with the Articles referenced therein.

D.4.3. If the Bidder elects to submit a Bid Bond, the Bid Bond shall be in the amount required pursuant to Schedule A and shall be provided in a form consistent with the Bid Bond form in this Contract.

D.4.4. Each executed Bid Bond shall be accompanied by:

D.4.4.1. Appropriate acknowledgments of the respective parties; and

D.4.4.2. An appropriate duly certified copy of the Power of Attorney or other certificate of authority where the bond is executed by agent, officer or other representative of the Principal and Surety; and

D.4.4.3. A duly certified extract from the by-laws or resolution of Surety under which Power of Attorney or other certificate of authority of its agent, officer or representative was issued; and

D.4.4.4. A duly certified copy of the latest published financial statement of assets and liabilities of the Surety; and

D.4.4.5. Acknowledgments and Justification of Sureties.

D.5. Additional Forms Instructions

D.5.1. The Bidder shall review Attachment 3b: Funding and Related Attachments, and complete all required forms and fields, if applicable.

FILLABLE FORM

BID SCHEDULE
MBE/WBE UTILIZATION FORM

MINORITY/WOMEN'S BUSINESS ENTERPRISE PARTICIPATION

NEW YORK STATE DEPARTMENT OF TRANSPORTATION

(MBE/WBE) UTILIZATION REQUIREMENTS

The Department has established the following utilization goal(s) for this contract, expressed as a percentage of the total contract bid amount. For clarification Minority Business Enterprise (MBE) Utilization or Women's Business Enterprise (WBE) Utilization requirements refer to §102-12 *M/WBE Utilization* of the Standard Specifications. The goal is expressed as a percentage of the total contract bid price. It is the contractor's responsibility to secure utilization in the work of the contract by MBE/WBEs in satisfaction of the goal, and to document satisfactory good-faith efforts taken to fulfill the goal. MBE and WBE firms must be certified by Empire State Development Corporation.

Minority Business Enterprise (MBE) Utilization Goal: See Part E - Schedule A ___ % (Non Federal-Aid Only)

Women's Business Enterprise (WBE) Utilization Goal: See Part E - Schedule A ___ % (Non Federal-Aid Only)

Directories and/or information related to the current certification status of Minority and Women's Business Enterprises can be obtained by contacting the:

Empire State Development Corporation
Office of Minority and Women's Business Development
30 S. Pearl Street
Albany, NY 12245
(518) 292-5250

Minority Women Business Enterprise Registry: http://www.empire.state.ny.us/MWBE.html

For purpose of this program, all submissions and request for documents as assistance shall be directed to:

New York City Department of Transportation
Office of Contract Compliance
55 Water Street, 8th Floor
New York, NY 10041
(212) 839-9415

Minority Women Business Officer

The Bidder shall designate and enter below the name of a Minority/Women Business Enterprise Officer will have the responsibility for and is capable of effectively administrating and promoting an active Minority/Women Business Enterprise Program and who must be assigned adequate authority and responsibility to do so.

Bidder-Designated M/WBE Officer _____

Telephone: _____

(Revised 8/14)

FILLABLE FORM

SDVOB UTILIZATION FORM

SERVICE -DISABLED VETERAN-OWNED BUSINESSES PARTICIPATION

NEW YORK STATE DEPARTMENT OF TRANSPORTATION

SDVOB UTILIZATION REQUIREMENTS

The Department has established the following utilization goal(s) for this contract, expressed as a percentage of the total contract bid amount. For clarification Service-Disabled Veteran-Owned Business (SDVOB) Utilization requirements refer to NY Executive Law Article 17-B, 9 NYCRR Part 22. The goal is expressed as a percentage of the total contract bid price. It is the Contractor's responsibility to secure utilization in the work of the contract by SDVOBs in satisfaction of the goal, and to document satisfactory good-faith efforts taken to fulfill the goal. SDVOB firms must be certified by the New York State Office of General Services.

SDVOB Utilization Goal: See Part E - Schedule A % (Non Federal-Aid Only)

Directories and/or information related to the current certification status of an SDVOB can be obtained by contacting the:

Division of Service-Disabled Veterans' Business Development
32nd Floor, Corning Tower
Empire State Plaza
Albany, NY 12242

Email: VeteransDevelopment@ogs.ny.gov
Phone: (518) 474-2015

Or

Service-Disabled Veteran-Owned Business Directory: https://sdves.ogs.ny.gov/business-search

For purposes of this program, all submissions and request for documents as assistance shall be directed to:

New York City Department of Transportation
Office of Contract Compliance
55 Water Street, 8th Floor
New York, NY 10041
(212) 839-9415

SDVOB Program Officer

The Bidder shall designate and enter below the name of a SDVOB Program Officer that will have the responsibility for and is capable of effectively administrating and promoting an active SDVOB Program and who must be assigned adequate authority and responsibility to do so.

Bidder-Designated SDVOB Program Officer _____

Telephone: _____

PART E – INFORMATION FOR BIDDERS

GENERAL

E.1. Bidders must examine the Contract Documents carefully. Prior to submission of the Bid, Bidders must notify the Authorized Agency Contact Person, in writing, if pages or information is missing or otherwise deficient or defective in order for NYCDOT to rectify the noted error. Unless the Bidder provides such notice to the Authorized Agency Contact Person, the Bidder will be deemed to have contemplated the cost of overcoming such circumstance(s) in its Bid price.

E.2. It is the Bidder's responsibility to assure that the Bid is received at the Bid Location on or before the date and time of the Bid Opening and that the Bid and all other documents requiring signature are signed and notarized. The Bid Location and the Bid Opening shall be at 55 Water Street, New York, New York 10041 through the Procurement and Sourcing Solutions Portal (PASSPort), unless otherwise directed by ACCO before the Bid Due Date.

E.3. Bidders must complete all required fields for electronic Bid submission in PASSPort. Paper Bid submissions will be deemed non-responsive, unless otherwise directed by the ACCO. If Bid Security is in the form of a bank certified check or money order, the Bidder must deliver the bank certified check or money order to the NYCDOT before the Bid Due Date.

E.4. Failure to comply with the instructions in this Part E may result in rejection of the Bid.

PPB RULES

E.5. All Bids and the Contract Documents are subject to the Rules of the PPB (the "PPB Rules") effective September 1, 1990, as currently amended. The PPB Rules may be amended from time to time. In the event of a conflict between the PPB Rules and a provision of any of the Contract Documents, then the PPB Rules shall take precedence. A copy of the PPB Rules may be obtained by contacting the Authorized Agency Contact Person or at: http://www.nyc.gov/html/mocs/ppb/html/rules/rules.shtml

E.6. The definitions set forth in the PPB Rules shall apply to the Contract Documents.

CONTRACT DOCUMENTS

E.7. Bidders may obtain a copy of the Contract Documents, or a portion thereof, by complying with the conditions set forth in the Advertisement for Bids. If required, the fee for the Contract Documents must be in the form of a money order or a certified check, made payable to the order of the City of New York, and drawn upon a state or national bank or trust company, or a check of such bank or trust company signed by a duly authorized officer thereof.

E.8. Any entity that obtains a copy of the Contract Documents, or any portion thereof, and declines to submit a Bid, it shall return all such documents to the Office of the ACCO, within thirty (30) Days after the Bid Opening, along with written notification to NYCDOT that it has not and/or will not submit a Bid.

E.9. At any time, upon request by NYCDOT, any entity that obtains a copy of the Contract Documents, or any portion thereof, shall return all such documents to the Office of the ACCO.

E.10. Any entity that is required to return copies of the Contract Documents pursuant to Articles E.8 or E.9 shall also be required to delete and destroy any additional copies made or electronic copies received and promptly provide written confirmation to the Office of the ACCO.

E.11. Additional copies of the Contract Documents may be obtained, subject to the conditions set forth in the advertisement for bids.

E.12. A Pre-bid Conference may be held subject to the Contract.

E.12.1. Nothing stated at the Pre-bid Conference shall change the terms and conditions of the Contract Documents unless a change is made by Addendum as provided in this Part E and in accordance with the PPB Rules.

E.12.2. At least five (5) Days prior to the Pre-bid Conference, a Bidder should notify the Authorized Agency Contact Person of the number of representatives that will attend.

E.13. Bidders must examine the Contract Documents carefully and before submission of a Bid must request from the ACCO an interpretation or correction, in writing, of every patent ambiguity, inconsistency or error therein which should have been discovered by a reasonably prudent bidder. Such interpretation or correction, as well as any additional Contract provisions the ACCO may decide to include, will be issued in writing by the ACCO as an addendum to the Contract, which will be sent by mail or email or delivered to each person recorded as having received a copy of the Contract Documents from the ACCO, and which also will be available at the place where the Contract Documents are available for the inspection by Bidders. Upon such mailing, emailing or delivery and posting, such addendum shall become a part of the Contract Documents, and binding on all Bidders, whether or not actual notice of such addendum is shown.

E.14. Only the written interpretation or correction given by the ACCO shall be binding, and Bidders are warned that no other officer, agent or employee of the City is authorized to give information concerning, or to explain or interpret, the Contract Documents.

E.15. Should any conflict occur in or between the Contract Drawings and the Specifications, the Bidder shall be deemed to have estimated the most expensive way of doing the Work, unless the Bidder shall have asked for and obtained a decision in writing from the ACCO before the submission of its Bid.

FORM OF BID

E.16. Bidder must fully complete and submit all Contract Documents and provide all required information as set forth in herein.

E.17. The Bid shall be properly signed by an authorized representative of the Bidder and shall be verified by the written oath of the authorized representative who signed the Bid that the several matters stated and information furnished therein are in all aspects true.

E.18. A materially false statement willfully or fraudulently made in connection with the Bid or any of the forms completed and submitted with the Bid may result in the termination of any contract between the City and the Bidder. As a result, the Bidder may be barred from participating in future City contracts as well as be subject to possible criminal prosecution.

E.19. Where applicable and upon request, the Bidder shall provide all information required of Section 312 of the City Charter.

SITE VISIT

E.20. All Bidders are urged and expected to inspect the Site and to satisfy themselves as to all general and local conditions that may affect the cost or performance of the Project. In no event will a failure to inspect the Site constitute grounds for withdrawal of a Bid after opening or for a claim after award of the Contract.

E.21. A Scheduled Site Visit may be held subject to the Contract.

E.21.1. Nothing stated at the Scheduled Site Visit shall change the terms and conditions of the Contract Documents unless a change is made by Addenda as provided in Part E, Art. E. 7 to E.15 above and in accordance with the PPB Rules.

E.21.2. At least five (5) Days prior to the Scheduled Site Visit, a Bidder should notify the Authorized Agency Contact Person of the number of representatives that will attend.

E.21.3. All representatives of the Bidder may be required to submit executed releases in order to participate in the Scheduled Site Visit.

IRREVOCABILITY OF BID

E.22. 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 Part E, Art. E. 27 to E.28 and Part E, Art. E. 34 to E.35 below.

ACKNOWLEDGMENT OF ADDENDA

E.23. The receipt of any Addenda shall be acknowledged by the Bidder in its Bid.

BID SAMPLES AND DESCRIPTIVE LITERATURE

E.24. Bid samples and descriptive literature shall not be submitted by the Bidder, unless expressly requested in the Contract Documents. Any unsolicited bid samples or descriptive literature which are submitted shall not be examined or tested and shall not be deemed to vary any of the provisions of the Contract.

PROPRIETARY INFORMATION/TRADE SECRETS

E.25. The Bidder shall identify those portions of its Bid that it deems to be confidential, proprietary information or trade secrets, and shall provide justification why such materials should not be disclosed by the City. The Bidder shall clearly indicate all materials the Bidder desires to remain confidential by stamping the pages on which such information appears, at the top and bottom thereof with the word “Confidential.” Such materials stamped “Confidential” must be easily separable from the non-confidential sections of the Bid.

E.26. All such materials so indicated shall be reviewed by the NYCDOT and any decision not to honor a request for confidentiality shall be communicated in writing to the Bidder. For those Bids which are unsuccessful, all such confidential materials may be returned upon written

request by the Bidder. Prices, makes, models or catalog numbers of the items offered, deliveries, and terms of payment shall be publicly available after Bid Opening regardless of any designation of confidentiality made by the Bidder.

PRE-OPENING MODIFICATION OR WITHDRAWAL OF BIDS

E.27. A Bid may be modified or withdrawn by written notice received by the Office of the ACCO before the time and date set for the Bid Opening.

E.28. If a Bid is withdrawn in accordance with this Part E, the bid security, if any, shall be returned to the Bidder.

BID EVALUATION AND AWARD

E.29. The responsible Bidder whose Bid meets the requirements and evaluation criteria set forth in the Contract Documents, and whose Bid price is the lowest responsive and responsible Bid price or, if the Contract Documents has so stated, the lowest responsive and responsible evaluated Bid price, shall be selected for the Contract. A Bid shall not be evaluated for any requirement or criterion that is not disclosed in the Contract Documents.

E.30. Upon determination of the apparent lowest responsive and responsible Bidder and prior to award, NYCDOT may elect to open negotiations with such Bidder in an effort to improve the Bid to the City with respect to the price only. In the event such Bidder declines to negotiate, NYCDOT may elect to either award the contract to such Bidder or may, upon written approval by the ACCO, reject all Bids in accordance with the Contract Documents. The result of negotiations, if any, shall be documented in the Recommendation for Award.

E.31. Upon the determination of the lowest responsive and responsible Bidder, a Recommendation for Award shall be approved by the ACCO and the Contract shall be awarded to that Bidder.

LATE BIDS, LATE WITHDRAWAL AND LATE MODIFICATIONS

E.32. Any Bid received at the Bid Location after the Bid Opening is late and shall not be considered. Any request for withdrawal or modification received at the Bid Location after Bid Opening is late and shall not be considered.

E.33. 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 and may be accepted upon written approval of the ACCO.

WITHDRAWAL OF BIDS

E.34. Except as provided for in Part E, Art. E. 27 to E.28 above, a Bidder may not withdraw its Bid before the expiration of forty-five (45) Days after the Bid Opening; thereafter, a Bidder may withdraw its Bid only in writing and in advance of an actual award.

E.35. If within sixty (60) Days after the execution of the Contract, the Commissioner fails to fix the date for commencement of work by written notice to the Bidder, the Bidder, at 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 this Contract.

MISTAKES IN BIDS

E.36. If a mistake in the Bid is attributable to an error in judgment, the Bid may not be corrected. Bid correction or withdrawal by reason of a non-judgmental mistake is permissible, but only to the extent that it is not contrary to the interest of the City or the fair treatment of other Bidders.

E.37. A Bidder may correct mistakes discovered before the Bid Opening by withdrawing or correcting the Bid as provided in Part E, Art. E. 36 to E.40.

E.38. If a Bidder alleges a mistake in its Bid after Bid Opening and before award, the Bid may be corrected or withdrawn upon written approval of the ACCO if the following conditions are met:

E.38.1. Minor informalities are matters of form, rather than substance, evident from the Contract Documents or insignificant mistakes that can be waived or corrected without prejudice to other Bidders; that is, the effect on price, quantity, quality, delivery, or contractual conditions is negligible. The Contracting Officer may waive such informalities or allow the Bidder to correct them depending on which is in the best interest of the City;

E.38.2. If the mistake and the intended correct Bid are clearly evident on the face of the Contract Documents, the Bid shall be corrected to the intended correct Bid and may not be withdrawn.

E.38.3. A Bidder may be permitted to withdraw a low Bid where a unilateral error or mistake has been discovered in the Bid and the Contracting Officer makes the following determination, which shall be approved by the ACCO:

E.38.3.1. The mistake was known or made known to NYCDOT prior to Bidder selection or within three (3) Days after the Bid Opening, whichever period is shorter;

E.38.3.2. The Bid price was based on an error of such magnitude that enforcement would be unconscionable;

E.38.3.3. The Bid was submitted in good faith and the Bidder submits credible evidence that the mistake was a clerical error as opposed to a judgment error;

E.38.3.4. The error in Bid is actually due to an unintentional and substantial arithmetic error or unintentional omission of a substantial quantity of work, labor, material, goods, or services made directly in the compilation of the Bid, which unintentional arithmetic error or unintentional omission can be clearly shown by objective evidence drawn from inspection of the original work paper, documents, or materials used in the preparation of the Bid sought to be withdrawn; and

E.38.3.5. It is possible to place the City in the same condition that had existed prior to the receipt of the Bid.

E.38.4. Upon the approval of the ACCO, pursuant to Article E.38.3, the Bid may be withdrawn, and the bid bond or other security returned to the Bidder. The Contract shall either be awarded to the next lowest Bidder or resolicited pursuant to the PPB Rules. Under no circumstances shall a Bid be amended or revised to rectify the error or mistake.

E.39. Mistakes shall not be corrected after Bidder selection except where the ACCO, subject to the approval of the CCPO, makes a determination that it would be unconscionable not to allow the mistake to be corrected.

E.40. When a Bid is corrected or withdrawn, or correction or withdrawal is denied, the ACCO shall prepare a determination showing that the relief was granted or denied in accordance with the PPB Rules.

LOW TIE BIDS

E.41. Low tie Bids are low responsive bids from responsible Bidders that are identical in price, meeting all the requirements and criteria set forth in the Contract Documents. In the case of low tie Bids, the ACCO shall break the tie in the following order of priority:

E.41.1. Select a certified New York City minority owned, woman-owned or emerging business entity Bidder;

E.41.2. Select a New York City Bidder;

E.41.3. Select a certified New York State small, minority or woman-owned business Bidder;

E.41.4. Select a New York State Bidder; and

E.41.5. Conduct a drawing. Tie 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.

REJECTION OF BIDS

E.42. The ACCO may reject a Bid if:

E.42.1. The Bidder is determined to be not responsible pursuant to the PPB Rules; or if

E.42.2. The Bid is determined to be non-responsive pursuant to the PPB Rules; or if

E.42.3. Any of the Bid prices for lump sum or unit items are significantly unbalanced to the potential detriment of NYCDOT. An unbalanced Bid is considered to be a Bid containing lump sum or unit item prices which do not reflect reasonable actual costs plus a reasonable proportionate share of the Bidder's anticipated profit, overhead costs and other indirect costs anticipated for the performance of the item in question.

E.43. The ACCO may reject all Bids and may elect to re-solicit by bid or by other method authorized by the PPB Rules.

RIGHT TO APPEAL OR PROTEST

E.44. The Bidder has the right to appeal a determination of non-responsiveness or non-responsibility and it has the right to protest a solicitation and award of the Contract, pursuant to the PPB Rules.

AFFIRMATIVE ACTION AND EQUAL EMPLOYMENT OPPORTUNITY

E.45. If applicable, the Contract is subject to Section 6-129 of the Administrative Code (M/WBE and EBE program), as well as to applicable provisions of federal, State, and other local laws and executive orders requiring affirmative action and equal employment opportunity. If the Contract is not subject to Section 6-129 of the Administrative Code, the award of this Contract is subject to the provisions of Section 6-108.1 of the Administrative Code relating to the Locally Based Business Enterprise program and its implementing rules.

VENDEX QUESTIONNAIRE

E.46. Award of this Contract is subject to completion of a VENDEX questionnaire, if applicable, and review of that information by the City's Department of Investigation.

E.47. Pursuant to Section 6-116.2(b) of the Administrative Code, all Bidders that are under consideration for the award of a sole source contract or a contract valued at $100,000 or more, or whose aggregate business with the City in the last 12 months, including this Contract is $100,000 or more, must complete and submit a VENDEX Vendor Questionnaire when notified by NYCDOT. The principals thereof must also submit a Principal Questionnaire.

E.48. VENDEX Vendor and Principal Questionnaires ("Questionnaire(s)") are valid for three years and must be submitted directly to the Mayor's Office of Contract Services ("MOCS") at the following address:

Mayor's Office of Contract Services
Attention: VENDEX
253 Broadway, 9th Floor
New York, New York 10007

E.49. If any changes occur in the three year period that affect the Bidder's answers on the Questionnaires, the Bidder must make those changes and submit to MOCS an updated Questionnaire (i.e., with the relevant pages changed, and a new, signed certification page).

E.50. For each new contract awarded to the Bidder, the Bidder is required to complete, under penalty of perjury, two original Certificates of No Change which states that its VENDEX information is correct and accurate. This Certification becomes a part of the Bidder's contract. It is important that the Bidder update all of its VENDEX submissions in a timely manner, particularly if it is handling multiple contracts at a time, so that when each new contract is processed, it will be able to certify to the continued accuracy of the most recent submission/changed Questionnaire.

E.51. VENDEX forms may be accessed online at www.nyc.gov/vendex. If the Bidder has any questions with regard to the submission or completion requirements of VENDEX Questionnaires, it may call MOCS at (212) 788-0010.

E.52. Upon written notification of its status as the apparent low bidder, the Bidder must submit a Confirmation of VENDEX Compliance to NYCDOT within five (5) Days of such notification. A form for this confirmation is included as an attachment to the Contract Documents.

E.53. If this Contract is subject to the Vendor Name Check process set forth in PPB Rule 2-08 (f)(1), the CCPO may charge a fee for the administration of the VENDEX system, including the

Vendor Name Check process, in the amount of $175 for contracts of an estimated value less than or equal to $1,000,000 and $350 for contracts of an estimated value greater than $1,000,000. Such fee will be charged against payments made to the Contractor on this Contract. Award of this Contract shall not be affected by such fee incurred but not yet paid by the Contractor. The Contractor is responsible for the payment of fees for any subcontractors of the Contractor for which Vendor Name Check requests are made. Nothing contained in the PPB Rules shall prohibit the Contractor from recovering from its subcontractors the amount of such fees attributable to those subcontractors. The VENDEX administrative fee may be waived at the discretion of the CCPO if it is determined that such waiver is in the City's best interest.

UNFAIRNESS, FAVORITISM OR IMPROPRIETY

E.54. 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, 1 Centre Street, Room 1005, New York, NY 10007, (212) 669-2323.

BID, PERFORMANCE AND PAYMENT SECURITY

E.55. Bid security, performance security and/or payment security may be required as part of the Contract as specified in Schedule A herein.

E.56. If a Bid does not comply with the bid security requirements, it shall be rejected as non-responsive.

E.57. Bid security will be returned to Bidders as follows:

E.57.1. Within a reasonable time after the Bid Opening, the Comptroller will be notified to return the bid securities of all but the three (3) lowest Bidders. Within a reasonable time after the award, the Comptroller will be notified to return the bid securities of the remaining two (2) unsuccessful Bidders;

E.57.2. Within a reasonable time after the execution of the Contract and acceptance of the Contractor's bonds, the Comptroller will be notified to return the bid security of the successful Bidder or, if no Performance and Payment bonds are required, the Comptroller will be notified to return the bid security only after the sum retained under applicable provisions of the contract equals the bid security;

E.57.3. Where all bids are rejected, the Comptroller will be notified to return the bid security of all Bidders at the time of rejection;

E.58. The performance and payment security, if required in the Contract Documents and in the amounts specified in Schedule A, shall be delivered by the Contractor to the City within ten (10) Days after the receipt of a Notice of Award. If a Contractor fails to deliver the required performance and payment security, then the award shall be rescinded, its bid security shall be enforced and the award of the Contract may be made to the next lowest responsive and responsible Bidder or the Contract may be rebid.

E.59. Acceptable security for bids, performance and payment shall be limited to:

E.59.1. A one-time bond in a form satisfactory to the City;

E.59.2. A bank-certified check or money order; or

E.59.3. City bonds; or

E.59.4. Other financial instruments as determined by the City's Office of Construction in consultation with the Comptroller.

E.60. Security provided in the form of bonds must be prepared on the form of bonds authorized by the City. Forms for bid, performance and payment bonds are included in the Contract Documents as Attachments. Such bonds must have as surety thereunder, such surety company or companies as are approved by the City and authorized to do business in the State of New York.

E.61. 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 bond.

INSURANCE

E.62. The Contractor shall effect and maintain the types of insurance if and as indicated in Schedule A (with the minimum limits and special conditions) and elsewhere in the Contract.

FAILURE TO EXECUTE CONTRACT AND FURNISH SECURITY

E.63. If the successful Bidder fails to execute the Contract and furnish any required security, within (10) Days after notice of the award of the Contract, the bid security of the successful Bidder or so much thereof as shall be applicable to the amount of the award made, shall be forfeited and retained by the City, and the successful Bidder shall be liable for and hereby agrees to pay on demand the difference between the Bid price and the price for which such Contract shall be subsequently awarded, including the cost of any reletting less the amount of such bid security. No plea of mistake in such accepted Bid shall be available to the Bidder for the recovery of the bid security or as a defense to any action based upon such accepted Bid. Further, should the Bidder's failure to comply with this Part E cause any funding agency, body or group (Federal, State, City, public, private, etc.) to terminate, cancel or reduce the funding on this Project, the Bidder in such event shall be liable also to the City for the amount of actual funding withdrawn by such agency, body or group on this Project, less the amount of the forfeited bid security.

SALES, EXCISE AND FEDERAL TRANSPORTATION TAXES

E.64. Unless this Contract indicates otherwise, the City is exempt from the payment of any sales, excise or Federal transportation taxes. The Bid price must be exclusive of such taxes and shall be so construed.

EVIDENCE OF ABILITY AND FINANCIAL QUALIFICATIONS

E.65. Before or after Contract award, the City reserves the right to inspect the premises where services are to be performed.

E.66. A Bidder shall, upon request by NYCDOT, promptly submit evidence that will prove to the satisfaction of NYCDOT that such Bidder is qualified and able to furnish the Work in the manner and time specified in the Contract Documents. At all times, a Bidder shall, upon request by NYCDOT, promptly submit evidence that it has secured the necessary licenses, permits or certificates, required by any legislative or regulatory body having jurisdiction, to perform the Work.

E.67. A Bidder shall, upon request by NYCDOT, promptly submit all books of account, records, vouchers, statements or other information concerning a Bidder's financial status for examination by NYCDOT to ascertain a Bidder's responsibility and capability to perform the Contract.

E.68. NYCDOT may request a Bidder to submit a sworn statement or submit to an oral examination setting forth such information as may be deemed necessary by NYCDOT to determine a Bidder's ability and responsibility to perform the Work in accordance with the Contract Documents.

DEPARTMENT OF BUSINESS SERVICES, DIVISION OF LABOR SERVICES (EMPLOYMENT REPORT)

E.69. In accordance with Executive Order No. 50 (1980) and its implementing regulations, a Bidder shall file, if applicable, a completed Employment Report issued by the City's Department of Business Services, Division of Labor Services.

BIDS SHALL BE TYPEWRITTEN OR WRITTEN LEGIBLY IN INK

E.70. Each Bidder shall submit its Bid typewritten or written legibly in ink and shall sign the Bid in ink. The signer shall initial in ink any and all erasures or alterations to the Bid.

E.71. If the Bid price has been materially altered, alterations must be initialed in ink by the Bidder. If the alteration has not been initialed in ink, and can be severed from the other items in the Bid, then that particular item only may be considered non-responsive.

COMPTROLLER'S CERTIFICATE

E.72. This Contract shall not be binding or be of any force or effect unless the Comptroller shall endorse a certificate that there remains an unexpended and unapplied, as provided in Section 6-101 of the Administrative Code, balance of the appropriation of funds applicable thereto sufficient to pay the estimated expenses 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 and certification as herein above set forth.

PERFORMANCE EVALUATIONS

E.73. The Contractor is subject to an annual performance evaluation to be conducted by NYCDOT pursuant to the PPB Rules.

BIDDER REPRESENTATIONS AND WARRANTIES

E.74. The Bidder represents that:

E.74.1. The individual signing on behalf of the Bidder is of lawful age and the only one interested in this Bid and that no person, corporation or organization other than the Bidder has any interest in this Bid or in the Contract.

E.74.2. The Bid price has been arrived at independently without collusion, consultation, communication or agreement for the purpose of restricting competition, as to any matter relating to such Bid price with any other Bidder or with any competitor or potential competitor.

E.74.3. Unless otherwise required by law, the prices quoted in this Bid shall not be knowingly disclosed by the Bidder prior to the Bid Opening, directly or indirectly, to any other Bidder or to any competitor.

E.74.4. The Bidder shall not attempt to induce any other person, partnership, corporation or organization to submit or not to submit a Bid for any purpose, including but not limited to restricting competition.

E.74.5. The Bidder shall ensure that no member of the City Council, or other officer, employee or person whose salary is payable in whole or in part from the City Treasury shall be 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.

E.74.6. The Bidder shall not be in arrears to the City upon any debt, contract or taxes. The Bidder shall not be in default, as surety or otherwise, upon any obligations to the City. The Bidder shall not have been declared not responsible, or disqualified by any agency of the City or the State of New York. There is no proceeding pending relating to the responsibility or qualification of this Bidder to receive public contracts except as disclosed by the Bidder in writing as part of and at time of its Bid.

E.74.7. The Bidder shall examine all parts of the Contract Documents and if its Bid is accepted as submitted, this Bidder shall have executed the Contract as set forth herein.

E.74.8. The Bidder shall be duly licensed to do business in the City and the State of New York and the Bidder shall at all times hold or obtain all necessary permits and other authorizations required by law or regulation for performance of the Contract.

PART F – GENERAL CONDITIONS

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.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CHAPTER II: THE WORK AND ITS PERFORMANCE

ARTICLE 3. CHARACTER OF THE WORK

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

ARTICLE 4. MEANS AND METHODS OF CONSTRUCTION

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

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

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

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

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

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

ARTICLE 5. COMPLIANCE WITH LAWS

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

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

5.3 Noise Control Code provisions.

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

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

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

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

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

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

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

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

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

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

5.4.2 Ultra Low Sulfur Diesel Fuel

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

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

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

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

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

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

5.4.3 Best Available Technology

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

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

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

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

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

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

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

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

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

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

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

5.4.5 Compliance

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

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

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

5.4.6 Reporting

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 6. INSPECTION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CHAPTER III: TIME PROVISIONS

ARTICLE 8. COMMENCEMENT AND PROSECUTION OF THE WORK

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

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

8.2 The Commissioner reserves the right in his/her sole discretion to renew this Contract as set forth in Schedule A, at the same terms, conditions and prices as stated herein.

ARTICLE 9. PROGRESS SCHEDULES

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

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

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

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

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

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

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

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

ARTICLE 10. REQUESTS FOR INFORMATION OR APPROVAL

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

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

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

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

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

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

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

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

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

11.4 Compensable Delays

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

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

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

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

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

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

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

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

11.4.1.7 Delays not contemplated by the parties;

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

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

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

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

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

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

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

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

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

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

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

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

11.6 Required Content of Submission of Statement of Delay Damages

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

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

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

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

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

11.7 Recoverable Costs

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

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

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

11.7.1.3 Reasonable rental value of necessary plant and equipment other than small tools, plus fuel/energy costs according to the applicable formula set forth in Articles 26.2.4 and/or 26.2.8, based on time and material records;

11.7.1.4 Additional insurance and bond costs;

11.7.1.5 Extended **Site** overhead, field office rental, salaries of field office staff, on-site project managers and superintendents, field office staff vehicles, **Project-**specific storage, field office utilities and telephone, and field office consumables;

11.7.1.6 Labor escalation costs based on actual costs;

11.7.1.7 Materials and equipment escalation costs based on applicable industry indices unless documentation of actual increased cost is provided;

11.7.1.8 Additional material and equipment storage costs based on actual documented costs and additional costs necessitated by extended manufacturer warranty periods; and

11.7.1.9 Extended home office overhead calculated based on the following formula:

(1) Subtract from the original **Contract** amount the amount earned by original contractual **Substantial Completion** date (not including change orders);

(2) Remove 15% overhead and profit from the calculation in item (1) by dividing the results of item (1) by 1.15;

(3) Multiply the result of item (2) by 7.25% for the total home office overhead;

(4) Multiply the result of item (3) by 7.25% for the total profit; and

(5) The total extended home office overhead will be the total of items (3) and (4).

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

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

11.7.3.1 Profit, or loss of anticipated or unanticipated profit, except as provided in Article 11.7.1.9;

11.7.3.2 Consequential damages, including, but not limited to, construction or bridge loans or interest paid on such loans, loss of bonding capacity, bidding opportunities, or interest in investment, or any resulting insolvency;

11.7.3.3 Indirect costs or expenses of any nature except those included in Article 11.7.1;

11.7.3.4 Direct or indirect costs attributable to performance of **Work** where the **Contractor**, because of situations or conditions within its control, has not progressed the **Work** in a satisfactory manner; and

11.7.3.5 Attorneys' fees and dispute and claims preparation expenses.

11.8 Any claims for delay under this Article 11 are not subject to the jurisdiction of the Contract Dispute Resolution Board pursuant to the dispute resolution process set forth in Article 27.

11.9 Any compensation provided to the **Contractor** in accordance with this Article 11 will be made pursuant to a claim filed with the **Comptroller**. Nothing in this Article 11 extends the time for the **Contractor** to file an action with respect to a claim within six months after **Substantial Completion** pursuant to Article 56.

ARTICLE 12. COORDINATION WITH OTHER CONTRACTORS

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

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

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

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

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

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

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

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

ARTICLE 13. EXTENSION OF TIME FOR PERFORMANCE

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

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

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

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

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

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

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

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

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

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

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

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

13.8 Application for Extension of Time:

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

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

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

13.8.1(c) Original total bid price;

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

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

13.8.1(f) The extension of time requested.

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

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

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

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

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

13.9 Analysis and Approval of Time Extensions:

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

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

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

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

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

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

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

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

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

ARTICLE 14. COMPLETION AND FINAL ACCEPTANCE OF THE WORK

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

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

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

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

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

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

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

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

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

ARTICLE 15. LIQUIDATED DAMAGES

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

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

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

ARTICLE 16. OCCUPATION OR USE PRIOR TO COMPLETION

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

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

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

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

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

CHAPTER IV: SUBCONTRACTS AND ASSIGNMENTS

ARTICLE 17. SUBCONTRACTS

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

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

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

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

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

17.5 The **Commissioner** will notify the **Contractor** in writing whether the proposed **Subcontractor** is approved. If the proposed **Subcontractor** is not approved, the **Contractor** may submit another proposed **Subcontractor** unless the **Contractor** decides to do the **Work**. No **Subcontractor** shall be permitted to enter or perform any work on the **Site** unless approved.

17.6 Before entering into any subcontract hereunder, the **Contractor** shall provide the proposed **Subcontractor** with a complete copy of this document and inform the proposed **Subcontractor** fully and completely of all provisions and requirements of this **Contract** relating either directly or indirectly to the **Work** to be performed and the materials to be furnished under such subcontract, and every such

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

Subcontractor shall expressly stipulate that all labor performed and materials furnished by the **Subcontractor** shall strictly comply with the requirements of this **Contract**.

17.7 Documents given to a prospective **Subcontractor** for the purpose of soliciting the **Subcontractor's** bid shall include either a copy of the bid cover or a separate information sheet setting forth the **Project** name, the **Contract** number (if available), the **Agency** (as noted in Article 2.1.6), and the **Project's** location.

17.8 The **Commissioner's** approval of a **Subcontractor** shall not relieve the **Contractor** of any of its responsibilities, duties, and liabilities hereunder. The **Contractor** shall be solely responsible to the **City** for the acts or defaults of its **Subcontractor** and of such **Subcontractor's** officers, agents, and employees, each of whom shall, for this purpose, be deemed to be the agent or employee of the **Contractor** to the extent of its subcontract.

17.9 If the **Subcontractor** fails to maintain the necessary facilities, skill, integrity, past experience, and financial resources (other than due to the **Contractor's** failure to make payments where required) to perform the **Work** in accordance with the terms and conditions of this **Contract**, the **Contractor** shall promptly notify the **Commissioner** and replace such **Subcontractor** with a newly approved **Subcontractor** in accordance with this Article 17.

17.10 The **Contractor** shall be responsible for ensuring that all **Subcontractors** performing **Work** at the **Site** maintain all insurance required by **Law**.

17.11 The **Contractor** shall promptly, upon request, file with the **Engineer** a conformed copy of the subcontract and its cost. The subcontract shall provide the following:

17.11.1 Payment to **Subcontractors**: The agreement between the **Contractor** and its **Subcontractor** shall contain the same terms and conditions as to method of payment for **Work**, labor, and materials, and as to retained percentages, as are contained in this **Contract**.

17.11.2 Prevailing Rate of Wages: The agreement between the **Contractor** and its **Subcontractor** shall include the prevailing wage rates and supplemental benefits to be paid in accordance with Labor Law Section 220.

17.11.3 Section 6-123 of the Administrative Code: Pursuant to the requirements of Section 6-123 of the Administrative Code, every agreement between the **Contractor** and a **Subcontractor** in excess of fifty thousand ($50,000) dollars shall include a provision that the **Subcontractor** shall not engage in any unlawful discriminatory practice as defined in Title VIII of the Administrative Code (Section 8-101 *et seq.*).

17.11.4 All requirements required pursuant to federal and/or state grant agreement(s), if applicable to the **Work**.

17.12 The **Commissioner** may deduct from the amounts certified under this **Contract** to be due to the **Contractor**, the sum or sums due and owing from the **Contractor** to the **Subcontractors** according to the terms of the said subcontracts, and in case of dispute between the **Contractor** and its **Subcontractor**, or **Subcontractors**, as to the amount due and owing, the **Commissioner** may deduct and withhold from the amounts certified under this **Contract** to be due to the **Contractor** such sum or sums as may be claimed by such **Subcontractor**, or **Subcontractors**, in a sworn affidavit, to be due and owing until such time as such claim or claims shall have been finally resolved.

17.13 On contracts where performance bonds and payment bonds are executed, the **Contractor** shall include on each requisition for payment the following data: **Subcontractor's** name, value of the subcontract, total amount previously paid to **Subcontractor** for **Work** previously requisitioned, and the amount, including retainage, to be paid to the **Subcontractor** for **Work** included in the requisition.

17.14 On **Contracts** where performance bonds and payment bonds are not executed, the **Contractor** shall include with each requisition for payment submitted hereunder, a signed statement from each and every **Subcontractor** and/or **Materialman** for whom payment is requested in such requisition. Such signed statement shall be on the letterhead of the **Subcontractor** and/or **Materialman** for whom payment is requested and shall (i) verify that such **Subcontractor** and/or **Materialman** has been paid in full for all **Work** performed and/or material supplied to date, exclusive of any amount retained and any amount included on the current requisition, and (ii) state the total amount of retainage to date, exclusive of any amount retained on the current requisition.

ARTICLE 18. ASSIGNMENTS

18.1 The **Contractor** shall not assign, transfer, convey or otherwise dispose of this **Contract**, or the right to execute it, or the right, title or interest in or to it or any part thereof, or assign, by power of attorney or otherwise any of the monies due or to become due under this **Contract**, unless the previous written consent of the **Commissioner** shall first be obtained thereto, and the giving of any such consent to a particular assignment shall not dispense with the necessity of such consent to any further or other assignments.

18.2 Such assignment, transfer, conveyance or other disposition of this **Contract** shall not be valid until filed in the office of the **Commissioner** and the **Comptroller**, with the written consent of the **Commissioner** endorsed thereon or attached thereto.

18.3 Failure to obtain the previous written consent of the **Commissioner** to such an assignment, transfer, conveyance or other disposition, may result in the revocation and annulment of this **Contract**. The **City** shall thereupon be relieved and discharged from any further liability to the **Contractor**, its assignees, transferees or sublessees, who shall forfeit and lose all monies therefor earned under the **Contract**, except so much as may be required to pay the **Contractor's** employees.

18.4 The provisions of this clause shall not hinder, prevent, or affect an assignment by the **Contractor** for the benefit of its creditors made pursuant to the **Laws** of the State of New York.

18.5 This **Contract** may be assigned by the **City** to any corporation, agency or instrumentality having authority to accept such assignment.

CHAPTER V: CONTRACTOR'S SECURITY AND GUARANTEE

ARTICLE 19. SECURITY DEPOSIT

19.1 If performance and payment bonds are required, the **City** shall retain the bid security to ensure that the successful bidder executes the **Contract** and furnishes the required payment and performance security within ten (10) **Days** after notice of the award of the **Contract**. If the successful bidder fails to execute the **Contract** and furnish the required payment and performance security, the **City** shall retain such bid security as set forth in the Information for Bidders. If the successful bidder executes the

Contract and furnishes the required payment and performance security, the **City** shall return the bid security within a reasonable time after the furnishing of such bonds and execution of the **Contract** by the **City**.

19.2 If performance and payment bonds are not required, the bid security shall be retained by the **City** as security for the **Contractor**'s faithful performance of the **Contract**. If partial payments are provided, the bid security will be returned to the **Contractor** after the sum retained under Article 21 equals the amount of the bid security, subject to other provisions of this **Contract**. If partial payments are not provided, the bid security will be released when final payment is certified by the **City** for payment.

19.3 If the **Contractor** is declared in default under Article 48 prior to the return of the deposit, or if any claim is made such as referred to in Article 23, the amount of such deposit, or so much thereof as the **Comptroller** may deem necessary, may be retained and then applied by the **Comptroller**:

19.3.1 To compensate the **City** for any expense, loss or damage suffered or incurred by reason of or resulting from such default, including the cost of re-letting and liquidated damages; or

19.3.2 To indemnify the **City** against any and all claims.

ARTICLE 20. PAYMENT GUARANTEE

20.1 On **Contracts** where one hundred (100%) percent performance bonds and payment bonds are executed, this Article 20 does not apply.

20.2 In the event the terms of this **Contract** do not require the **Contractor** to provide a payment bond or where the **Contract** does not require a payment bond for one hundred (100%) percent of the **Contract** price, the **City** shall, in accordance with the terms of this Article 20, guarantee payment of all lawful claims for:

20.2.1 Wages and compensation for labor performed and/or services rendered; and

20.2.2 Materials, equipment, and supplies provided, whether incorporated into the **Work** or not, when demands have been filed with the **City** as provided hereinafter by any person, firm, or corporation which furnished labor, material, equipment, supplies, or any combination thereof, in connection with the **Work** performed hereunder (hereinafter referred to as the "beneficiary") at the direction of the **City** or the **Contractor**.

20.3 The provisions of Article 20.2 are subject to the following limitations and conditions:

20.3.1 If the **Contractor** provides a payment bond for a value that is less than one hundred (100%) percent of the value of the **Contract Work**, the payment bond provided by the **Contractor** shall be primary (and non-contributing) to the payment guarantee provided under this Article 20.

20.3.2 The guarantee is made for the benefit of all beneficiaries as defined in Article 20.2 provided that those beneficiaries strictly adhere to the terms and conditions of Article 20.3.4 and 20.3.5.

20.3.3 Nothing in this Article 20 shall prevent a beneficiary providing labor, services or material for the **Work** from suing the **Contractor** for any amounts due and owing the beneficiary by the **Contractor**.

20.3.4 Every person who has furnished labor or material, to the **Contractor** or to a **Subcontractor** of the **Contractor**, in the prosecution of the **Work** and who has not been paid in full therefor before the expiration of a period of ninety (90) **Days** after the date on which the last of the labor was performed or material was furnished by him/her for which the claim is made, shall have the right to sue on this payment guarantee in his/her own name for the amount, or the balance thereof, unpaid at the time of commencement of the action; provided, however, that a person having a direct contractual relationship with a **Subcontractor** of the **Contractor** but no contractual relationship express or implied with the **Contractor** shall not have a right of action upon the guarantee unless he/she shall have given written notice to the **Contractor** within one hundred twenty (120) **Days** from the date on which the last of the labor was performed or the last of the material was furnished, for which his/her claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the material was furnished or for whom the labor was performed. The notice shall be served by delivering the same personally to the **Contractor** or by mailing the same by registered mail, postage prepaid, in an envelope addressed to the **Contractor** at any place where it maintains an office or conducts its business; provided, however, that where such notice is actually received by the **Contractor** by other means, such notice shall be deemed sufficient.

20.3.5 Except as provided in Labor Law Section 220-g, no action on this payment guarantee shall be commenced after the expiration of the one-year limitations period set forth in Section 137(4)(b) of the State Finance Law.

20.3.6 The **Contractor** shall promptly forward to the **City** any notice or demand received pursuant to Article 20.3.4. The **Contractor** shall inform the **City** of any defenses to the notice or demand and shall forward to the **City** any documents the **City** requests concerning the notice or demand.

20.3.7 All demands made against the **City** by a beneficiary of this payment guarantee shall be presented to the **Engineer** along with all written documentation concerning the demand which the **Engineer** deems reasonably appropriate or necessary, which may include, but shall not be limited to: the subcontract; any invoices presented to the **Contractor** for payment; the notarized statement of the beneficiary that the demand is due and payable, that a request for payment has been made of the **Contractor** and that the demand has not been paid by the **Contractor** within the time allowed for such payment by the subcontract; and copies of any correspondence between the beneficiary and the **Contractor** concerning such demand. The **City** shall notify the **Contractor** that a demand has been made. The **Contractor** shall inform the **City** of any defenses to the demand and shall forward to the **City** any documents the **City** requests concerning the demand.

20.3.8 The **City** shall make payment only if, after considering all defenses presented by the **Contractor**, it determines that the payment is due and owing to the beneficiary making the demand.

20.3.9 No beneficiary shall be entitled to interest from the **City**, or to any other costs, including, but not limited to, attorneys' fees, except to the extent required by State Finance Law Section 137.

20.4 Upon the receipt by the **City** of a demand pursuant to this Article 20, the **City** may withhold from any payment otherwise due and owing to the **Contractor** under this **Contract** an amount sufficient to satisfy the demand.

20.4.1 In the event the **City** determines that the demand is valid, the **City** shall notify the **Contractor** of such determination and the amount thereof and direct the **Contractor** to immediately pay such amount to the beneficiary. In the event the **Contractor**, within seven (7) **Days** of receipt of such notification from the **City**, fails to pay the beneficiary, such failure shall constitute an automatic and irrevocable assignment of payment by the **Contractor** to the beneficiary for the amount of the demand determined by the **City** to be valid. The **Contractor**, without further notification or other process, hereby gives its unconditional consent to such assignment of payment to the beneficiary and authorizes the **City**, on its behalf, to take all necessary actions to implement such assignment of payment, including without limitation the execution of any instrument or documentation necessary to effectuate such assignment.

20.4.2 In the event that the amount otherwise due and owing to the **Contractor** by the **City** is insufficient to satisfy such demand, the **City** may, at its option, require payment from the **Contractor** of an amount sufficient to cover such demand and exercise any other right to require or recover payment which the **City** may have under **Law** or **Contract**.

20.4.3 In the event the **City** determines that the demand is invalid, any amount withheld pending the **City**'s review of such demand shall be paid to the **Contractor**; provided, however, no lien has been filed. In the event a claim or an action has been filed, the terms and conditions set forth in Article 23 shall apply. In the event a lien has been filed, the parties will be governed by the provisions of the Lien Law of the State of New York.

20.5 The provisions of this Article 20 shall not prevent the **City** and the **Contractor** from resolving disputes in accordance with the **PPB** Rules, where applicable.

20.6 In the event the **City** determines that the beneficiary is entitled to payment pursuant to this Article 20, such determination and any defenses and counterclaims raised by the **Contractor** shall be taken into account in evaluating the **Contractor's** performance.

20.7 Nothing in this Article 20 shall relieve the **Contractor** of the obligation to pay the claims of all persons with valid and lawful claims against the **Contractor** relating to the **Work**.

20.8 The **Contractor** shall not require any performance, payment or other bonds of any **Subcontractor** if this **Contract** does not require such bonds of the **Contractor**.

20.9 The payment guarantee made pursuant to this Article 20 shall be construed in a manner consistent with Section 137 of the State Finance Law and shall afford to persons furnishing labor or materials to the **Contractor** or its **Subcontractors** in the prosecution of the **Work** under this **Contract** all of the rights and remedies afforded to such persons by such section, including but not limited to, the right to commence an action against the **City** on the payment guarantee provided by this Article 20 within the one-year limitations period set forth in Section 137(4)(b).

ARTICLE 21. RETAINED PERCENTAGE

21.1 If this **Contract** requires one hundred (100%) percent performance and payment security, then as further security for the faithful performance of this **Contract**, the **Commissioner** shall deduct, and

retain until the substantial completion of the **Work**, five (5%) percent of the value of **Work** certified for payment in each partial payment voucher.

21.2 If this **Contract** does not require one hundred (100%) percent performance and payment security and if the price for which this **Contract** was awarded does not exceed one million ($1,000,000) dollars, then as further security for the faithful performance of this **Contract**, the **Commissioner** shall deduct, and retain until the substantial completion of the **Work**, five (5%) percent of the value of **Work** certified for payment in each partial payment voucher.

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

ARTICLE 22. INSURANCE

22.1 Types of Insurance: The **Contractor** shall procure and maintain the following types of insurance if, and as indicated, in Schedule A of the General Conditions (with the minimum limits and special conditions specified in Schedule A). Such insurance shall be maintained from the date the **Contractor** is required to provide Proof of Insurance pursuant to Article 22.3.1 through the date of completion of all required **Work** (including punch list work as certified in writing by the **Resident Engineer**), except for insurance required pursuant to Article 22.1.4, which may terminate upon **Substantial Completion** of the **Contract**. All insurance shall meet the requirements set forth in this Article 22. Wherever this Article requires that insurance coverage be "at least as broad" as a specified form (including all ISO forms), there is no obligation that the form itself be used, provided that the **Contractor** can demonstrate that the alternative form or endorsement contained in its policy provides coverage at least as broad as the specified form.

22.1.1 Commercial General Liability Insurance: The **Contractor** shall provide Commercial General Liability Insurance covering claims for property damage and/or bodily injury, including death, which may arise from any of the operations under this **Contract**. Coverage under this insurance shall be at least as broad as that provided by the latest edition of Insurance Services Office ("ISO") Form CG 0001. Such insurance shall be "occurrence" based rather than "claims-made" and include, without limitation, the following types of coverage: premises operations; products and completed operations; contractual liability (including the tort liability of another assumed in a contract); broad form property damage; independent contractors; explosion, collapse and underground (XCU); construction means and methods; and incidental malpractice. Such insurance shall contain a "per project" aggregate limit, as specified in Schedule A, that applies separately to operations under this **Contract**.

22.1.1(a) Such Commercial General Liability Insurance shall name the **City** as an Additional Insured. Coverage for the City shall specifically include the **City's** officials and employees, be at least as broad as the latest edition of ISO Form CG 20 10 and provide completed operations coverage at least as broad as the latest edition of ISO Form CG 20 37.

22.1.1(b) Such Commercial General Liability Insurance shall name all other entities designated as additional insureds in Schedule A but only for claims arising from the

Contractor's operations under this **Contract**, with coverage at least as broad as the latest edition of ISO Form CG 20 26.

22.1.1(c) If the **Work** requires a permit from the Department of Buildings pursuant to 1 RCNY Section 101-08, the **Contractor** shall provide Commercial General Liability Insurance with limits of at least those required by 1 RCNY section 101-08 or greater limits required by the Agency in accordance with Schedule A. If the **Work** does not require such a permit, the minimum limits shall be those provided for in Schedule A.

22.1.1(d) If any of the **Work** includes repair of a waterborne vessel owned by or to be delivered to the **City**, such Commercial General Liability shall include, or be endorsed to include, Ship Repairer's Legal Liability Coverage to protect against, without limitation, liability arising from navigation of such vessels prior to delivery to and acceptance by the **City**.

22.1.2 Workers' Compensation Insurance, Employers' Liability Insurance, and Disability Benefits Insurance: The **Contractor** shall provide, and shall cause its **Subcontractors** to provide, Workers Compensation Insurance, Employers' Liability Insurance, and Disability Benefits Insurance in accordance with the **Laws** of the State of New York on behalf of all employees providing services under this **Contract** (except for those employees, if any, for which the **Laws** require insurance only pursuant to Article 22.1.3).

22.1.3 United States Longshoremen's and Harbor Workers Act and/or Jones Act Insurance: If specified in Schedule A of the General Conditions or if required by **Law**, the **Contractor** shall provide insurance in accordance with the United States Longshoremen's and Harbor Workers Act and/or the Jones Act, on behalf of all qualifying employees providing services under this **Contract**.

22.1.4 Builders Risk Insurance: If specified in Schedule A of the General Conditions, the **Contractor** shall provide Builders Risk Insurance on a completed value form for the total value of the **Work** through **Substantial Completion** of the **Work** in its entirety. Such insurance shall be provided on an All Risk basis and include coverage, without limitation, for windstorm (including named windstorm), storm surge, flood and earth movement. Unless waived by the **Commissioner**, it shall include coverage for ordinance and law, demolition and increased costs of construction, debris removal, pollutant clean up and removal, and expediting costs. Such insurance shall cover, without limitation, (a) all buildings and/or structures involved in the **Work**, as well as temporary structures at the **Site**, and (b) any property that is intended to become a permanent part of such building or structure, whether such property is on the **Site**, in transit or in temporary storage. Policies shall name the **Contractor** as Named Insured and list the **City** as both an Additional Insured and a Loss Payee as its interest may appear.

22.1.4(a) Policies of such insurance shall specify that, in the event a loss occurs at an occupied facility, occupancy of such facility is permitted without the consent of the issuing insurance company.

22.1.4(b) Such insurance may be provided through an Installation Floater, at the **Contractor's** option, if it otherwise conforms with the requirements of this Article 22.1.4.

22.1.5 Commercial Automobile Liability Insurance: The **Contractor** shall provide Commercial Automobile Liability Insurance for liability arising out of ownership,

maintenance or use of any owned (if any), non-owned and hired vehicles to be used in connection with this **Contract**. Coverage shall be at least as broad as the latest edition of ISO Form CA0001. If vehicles are used for transporting hazardous materials, the Automobile Liability Insurance shall be endorsed to provide pollution liability broadened coverage for covered vehicles (endorsement CA 99 48) as well as proof of MCS 90.

22.1.6 Contractors Pollution Liability Insurance: If specified in Schedule A of the General Conditions, the **Contractor** shall maintain, or cause the **Subcontractor** doing such **Work** to maintain, Contractors Pollution Liability Insurance covering bodily injury and property damage. Such insurance shall provide coverage for actual, alleged or threatened emission, discharge, dispersal, seepage, release or escape of pollutants (including asbestos), including any loss, cost or expense incurred as a result of any cleanup of pollutants (including asbestos) or in the investigation, settlement or defense of any claim, action, or proceedings arising from the operations under this **Contract**. Such insurance shall be in the **Contractor's** name and list the **City** as an Additional Insured and any other entity specified in Schedule A. Coverage shall include, without limitation, (a) loss of use of damaged property or of property that has not been physically injured, (b) transportation, and (c) non-owned disposal sites.

22.1.6(a) Coverage for the **City** as Additional Insured shall specifically include the **City's** officials and employees and be at least as broad as provided to the **Contractor** for this **Project**.

22.1.6(b) If such insurance is written on a claims-made policy, such policy shall have a retroactive date on or before the effective date of this **Contract**, and continuous coverage shall be maintained, or an extended discovery period exercised, for a period of not less than three (3) years from the time the **Work** under this **Contract** is completed.

22.1.7 Marine Insurance:

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

22.1.7(b) Hull and Machinery Insurance: If specified in Schedule A of the General Conditions or if the **Contractor** engages in marine operations in the execution of any part of the **Work**, the **Contractor** shall maintain, or cause the **Subcontractor** doing such **Work** to maintain, Hull and Machinery Insurance with coverage for the **Contractor** or **Subcontractor** (whichever is doing this Work) and for the **City** (together with its officials and employees) as Additional Insured at least as broad as the latest edition of American Institute Tug Form for all tugs used under this

Contract and Collision Liability at least as broad as the latest edition of American Institute Hull Clauses.

22.1.7(c) Marine Pollution Liability Insurance: If specified in Schedule A of the General Conditions or if the **Contractor** engages in marine operations in the execution of any part of the **Work**, the **Contractor** shall maintain, or cause the **Subcontractor** doing such Work to maintain, Marine Pollution Liability Insurance covering itself (or the Subcontractor doing such Work) as Named Insured and the **City** (together with its officials and employees) and any other entity specified in Schedule A as an Additional Insured. Coverage shall be at least as broad as that provided by the latest edition of Water Quality Insurance Syndicate Form and include, without limitation, liability arising from the discharge or substantial threat of a discharge of oil, or from the release or threatened release of a hazardous substance including injury to, or economic losses resulting from, the destruction of or damage to real property, personal property or natural resources.

22.1.8 The **Contractor** shall provide such other types of insurance, at such minimum limits and with such conditions, as are specified in Schedule A of the General Conditions.

22.2 General Requirements for Insurance Coverage and Policies:

22.2.1 All required insurance policies shall be maintained with companies that may lawfully issue the required policy and have an A.M. Best rating of at least A-/VII or a Standard and Poor's rating of at least A, unless prior written approval is obtained from the **City** Corporation Counsel.

22.2.2 The **Contractor** shall be solely responsible for the payment of all premiums for all required policies and all deductibles and self-insured retentions to which such policies are subject, whether or not the **City** is an insured under the policy.

22.2.3 In his/her sole discretion, the **Commissioner** may, subject to the approval of the **Comptroller** and the **City** Corporation Counsel, accept Letters of Credit and/or custodial accounts in lieu of required insurance.

22.2.4 The **City's** limits of coverage for all types of insurance required pursuant to Schedule A of the General Conditions shall be the greater of (i) the minimum limits set forth in Schedule A or (ii) the limits provided to the **Contractor** as Named Insured under all primary, excess, and umbrella policies of that type of coverage.

22.2.5 The **Contractor** may satisfy its insurance obligations under this Article 22 through primary policies or a combination of primary and excess/umbrella policies, so long as all policies provide the scope of coverage required herein.

22.2.6 Policies of insurance provided pursuant to this Article 22 shall be primary and non-contributing to any insurance or self-insurance maintained by the **City**.

22.3 Proof of Insurance:

22.3.1 For all types of insurance required by Article 22.1 and Schedule A, except for insurance required by Articles 22.1.4 and 22.1.7, the **Contractor** shall file proof of insurance in accordance with this Article 22.3 within ten (10) **Days** of award. For insurance

provided pursuant to Articles 22.1.4 and 22.1.7, proof shall be filed by a date specified by the **Commissioner** or ten (10) **Days** prior to the commencement of the portion of the **Work** covered by such policy, whichever is earlier.

22.3.2 For Workers' Compensation Insurance provided pursuant to Article 22.1.2, the **Contractor** shall submit one of the following forms: C-105.2 Certificate of Workers' Compensation Insurance; U-26.3 - State Insurance Fund Certificate of Workers' Compensation Insurance; Request for WC/DB Exemption (Form CE-200); equivalent or successor forms used by the New York State Workers' Compensation Board; or other proof of insurance in a form acceptable to the **Commissioner**. For Disability Benefits Insurance provided pursuant to Article 22.1.2, the Contractor shall submit DB-120.1 - Certificate Of Insurance Coverage Under The NYS Disability Benefits Law, Request for WC/DB Exemption (Form CE-200); equivalent or successor forms used by the New York State Workers' Compensation Board; or other proof of insurance in a form acceptable to the **Commissioner**. ACORD forms are not acceptable.

22.3.3 For policies provided pursuant to all of Article 22.1 other than Article 22.1.2, the **Contractor** shall submit one or more Certificates of Insurance on forms acceptable to the **Commissioner**. All such Certificates of Insurance shall certify (a) the issuance and effectiveness of such policies of insurance, each with the specified minimum limits (b) for insurance secured pursuant to Article 22.1.1 that the **City** and any other entity specified in Schedule A is an Additional Insured thereunder; (c) in the event insurance is required pursuant to Article 22.1.6 and/or Article 22.1.7, that the City is an Additional Insured thereunder; (d) the company code issued to the insurance company by the National Association of Insurance Commissioners (the NAIC number); and (e) the number assigned to the **Contract** by the **City**. All such Certificates of Insurance shall be accompanied by either a duly executed "Certification by Insurance Broker or Agent" in the form contained in Part III of Schedule A or copies of all policies referenced in such Certificate of Insurance as certified by an authorized representative of the issuing insurance carrier. If any policy is not available at the time of submission, certified binders may be submitted until such time as the policy is available, at which time a certified copy of the policy shall be submitted.

22.3.4 Documentation confirming renewals of insurance shall be submitted to the **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

not such insurance is actually procured or claims are paid thereunder) or any other insurance applicable to the operations of the **Contractor** and/or its employees, agents, or **Subcontractors**.

22.8 In the event the **Contractor** utilizes a self-insurance program to satisfy any of the requirements of this Article 22, the **Contractor** shall ensure that any such self-insurance program provides the **City** with all rights that would be provided by traditional insurance under this Article 22, including but not limited to the defense and indemnification obligations that insurers are required to undertake in liability policies.

22.9 Materiality/Non-Waiver: The **Contractor's** failure to secure policies in complete conformity with this Article 22, or to give an insurance company timely notice of any sort required in this **Contract** or to do anything else required by this Article 22 shall constitute a material breach of this **Contract**. Such breach shall not be waived or otherwise excused by any action or inaction by the **City** at any time.

22.10 Pursuant to General Municipal Law Section 108, this **Contract** shall be void and of no effect unless **Contractor** maintains Workers' Compensation Insurance for the term of this **Contract** to the extent required and in compliance with the New York State Workers' Compensation Law.

22.11 Other Remedies: Insurance coverage provided pursuant to this Article 22 or otherwise shall not relieve the **Contractor** of any liability under this **Contract**, nor shall it preclude the **City** from exercising any rights or taking such other actions available to it under any other provisions of this **Contract** or **Law**.

ARTICLE 23. MONEY RETAINED AGAINST CLAIMS

23.1 If any claim shall be made by any person or entity (including **Other Contractors** with the **City** on this **Project**) against the **City** or against the **Contractor** and the **City** for any of the following:

(a) An alleged loss, damage, injury, theft or vandalism of any of the kinds referred to in Articles 7 and 12, plus the reasonable costs of defending the **City**, which in the opinion of the **Comptroller** may not be paid by an insurance company (for any reason whatsoever); or

(b) An infringement of copyrights, patents or use of patented articles, tools, etc., as referred to in Article 57; or

(c) Damage claimed to have been caused directly or indirectly by the failure of the **Contractor** to perform the **Work** in strict accordance with this **Contract,**

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

23.2 If an action on such claim is timely commenced and the liability of the **City**, or the **Contractor**, or both, shall have been established therein by a final judgment of a court of competent jurisdiction, or if such claim shall have been admitted by the **Contractor** to be valid, the **Comptroller** shall pay such judgment or admitted claim out of the monies retained by the **Comptroller** under the provisions of this Article 23, and return the balance, if any, without interest, to the **Contractor**.

ARTICLE 24. MAINTENANCE AND GUARANTY

24.1 The **Contractor** shall promptly repair, replace, restore or rebuild, as the **Commissioner** may determine, any finished **Work** in which defects of materials or workmanship may appear or to which damage may occur because of such defects, during the one (1) year period subsequent to the date of **Substantial Completion** (or use and occupancy in accordance with Article 16), except where other periods of maintenance and guaranty are provided for in Schedule A.

24.2 As security for the faithful performance of its obligations hereunder, the **Contractor**, upon filing its requisition for payment on **Substantial Completion**, shall deposit with the **Commissioner** a sum equal to one (1%) percent of the price (or the amount fixed in Schedule A of the General Conditions) in cash or certified check upon a state or national bank and trust company or a check of such bank and trust company signed by a duly authorized officer thereof and drawn to the order of the **Comptroller**, or obligations of the **City**, which the **Comptroller** may approve as of equal value with the sum so required.

24.3 In lieu of the above, the **Contractor** may make such security payment to the **City** by authorizing the **Commissioner** in writing to deduct the amount from the **Substantial Completion** payment which shall be deemed the deposit required above.

24.4 If the **Contractor** has faithfully performed all of its obligations hereunder the **Commissioner** shall so certify to the **Comptroller** within five (5) **Days** after the expiration of one (1) year from the date of **Substantial Completion** and acceptance of the **Work** or within thirty (30) **Days** after the expiration of the guarantee period fixed in the **Specifications**. The security payment shall be repaid to the **Contractor** without interest within thirty (30) **Days** after certification by the **Commissioner** to the **Comptroller** that the **Contractor** has faithfully performed all of its obligations hereunder.

24.5 Notice by the **Commissioner** to the **Contractor** to repair, replace, rebuild or restore such defective or damaged **Work** shall be timely, pursuant to this article, if given not later than ten (10) **Days** subsequent to the expiration of the one (1) year period or other periods provided for herein.

24.6 If the **Contractor** shall fail to repair, replace, rebuild or restore such defective or damaged **Work** promptly after receiving such notice, the **Commissioner** shall have the right to have the **Work** done by others in the same manner as provided for in the completion of a defaulted **Contract**, under Article 51.

24.7 If the security payment so deposited is insufficient to cover the cost of such **Work**, the **Contractor** shall be liable to pay such deficiency on demand by the **Commissioner**.

24.8 The **Engineer's** certificate setting forth the fair and reasonable cost of repairing, replacing, rebuilding or restoring any damaged or defective **Work** when performed by one other than the **Contractor**, shall be binding and conclusive upon the **Contractor** as to the amount thereof.

24.9 The **Contractor** shall obtain all manufacturers' warranties and guaranties of all equipment and materials required by this **Contract** in the name of the **City** and shall deliver same to the **Commissioner**. All of the **City's** rights and title and interest in and to said manufacturers' warranties and guaranties may be assigned by the **City** to any subsequent purchasers of such equipment and materials or lessees of the premises into which the equipment and materials have been installed.

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

ARTICLE 25. CHANGES

25.1 Changes may be made to this **Contract** only as duly authorized in writing by the **Commissioner** in accordance with the **Law** and this **Contract**. All such changes, modifications, and amendments will become a part of the **Contract**. **Work** so ordered shall be performed by the **Contractor**.

25.2 **Contract** changes will be made only for **Work** necessary to complete the **Work** included in the original scope of the **Contract** and/or for non-material changes to the scope of the **Contract**. Changes are not permitted for any material alteration in the scope of **Work** in the **Contract**.

25.3 The **Contractor** shall be entitled to a price adjustment for **Extra Work** performed pursuant to a written change order. Adjustments to price shall be computed in one or more of the following ways:

25.3.1 By applicable unit prices specified in the **Contract**; and/or

25.3.2 By agreement of a fixed price; and/or

25.3.3 By time and material records; and/or

25.3.4 In any other manner approved by the **CCPO**.

25.4 All payments for change orders are subject to pre-audit by the **Engineering Audit Officer** and may be post-audited by the **Comptroller** and/or the **Agency**.

ARTICLE 26. METHODS OF PAYMENT FOR OVERRUNS AND EXTRA WORK

26.1 Overrun of Unit Price Item: An overrun is any quantity of a unit price item which the **Contractor** is directed to provide which is in excess of one hundred twenty-five (125%) percent of the estimated quantity for that item set forth in the bid schedule.

26.1.1For any unit price item, the **Contractor** will be paid at the unit price bid for any quantity up to one hundred twenty-five (125%) percent of the estimated quantity for that item set forth in the bid schedule. If during the progress of the **Work**, the actual quantity of any unit price item required to complete the **Work** approaches the estimated quantity for that item, and for any reason it appears that the actual quantity of any unit price item necessary to complete the **Work** will exceed the estimated quantity for that item by twenty-five (25%) percent, the **Contractor** shall immediately notify the **Engineer** of such anticipated overrun. The **Contractor** shall not be compensated for any quantity of a unit price item provided which is in excess of one hundred twenty-five (125%) percent of the estimated quantity for that item set forth in the bid schedule without written authorization from the **Engineer**.

26.1.2 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

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

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

27.4.1 **Commissioner** Inquiry. The **Commissioner** shall examine the material and may, in his or her discretion, convene an informal conference with the **Contractor**, the **ACCO**, and the **Engineer**, **Resident Engineer**, **Engineering Audit Officer**, or other designee of the **Commissioner** to resolve the issue by mutual consent prior to reaching a determination. The **Commissioner** may seek such technical or other expertise as he or she shall deem appropriate, including the use of neutral mediators, and require any such additional material from either or both parties as he or she deems fit. The **Commissioner's** ability to render, and the effect of, a decision hereunder shall not be impaired by any negotiations in connection with the dispute presented, whether or not the **Commissioner** participated therein. The **Commissioner** may or, at the request of any party to the dispute, shall compel the participation of any **Other Contractor** with a contract related to the **Work** of this **Contract**, and that **Contractor** shall be bound by the decision of the **Commissioner**. Any **Other Contractor** thus brought into the dispute resolution proceeding shall have the same rights and obligations under this Article 27 as the **Contractor** initiating the dispute.

27.4.2 **Commissioner** Determination. Within thirty (30) **Days** after the receipt of all materials and information, or such longer time as may be agreed to by the parties, the **Commissioner** shall make his or her determination and shall deliver or send a copy of such determination to the **Contractor**, the **ACCO,** and **Engineer**, **Resident Engineer**, **Engineering Audit Officer**, or other designee of the **Commissioner**, as applicable, together with a statement concerning how the decision may be appealed.

27.4.3 Finality of **Commissioner's** Decision. The **Commissioner's** decision shall be final and binding on all parties, unless presented to the Contract Dispute Resolution Board pursuant to this Article 27. The **City** may not take a petition to the Contract Dispute Resolution Board. However, should the **Contractor** take such a petition, the **City** may seek, and the Contract Dispute Resolution Board may render, a determination less favorable to the **Contractor** and more favorable to the **City** than the decision of the **Commissioner**.

27.5 Presentation of Dispute to the **Comptroller**. Before any dispute may be brought by the **Contractor** to the Contract Dispute Resolution Board, the **Contractor** must first present its claim to the **Comptroller** for his or her review, investigation, and possible adjustment.

27.5.1 Time, Form, and Content of Notice. Within thirty (30) **Days** of its receipt of a decision by the **Commissioner,** the **Contractor** shall submit to the **Comptroller** and to the **Commissioner** a Notice of Claim regarding its dispute with the **Agency**. The Notice of Claim shall consist of (i) a brief written statement of the substance of the dispute, the amount of money, if any, claimed and the reason(s) the **Contractor** contends the dispute was wrongly decided by the **Commissioner**; (ii) a copy of the written decision of the **Commissioner**; and (iii) a copy of all materials submitted by the **Contractor** to the **Agency**, including the Notice of Dispute. The **Contractor** may not present to the **Comptroller** any material not presented to the **Commissioner**, except at the request of the **Comptroller**.

27.5.2 Response. Within thirty (30) **Days** of receipt of the Notice of Claim, the **Agency** shall make available to the **Comptroller** a copy of all material submitted by the **Agency** to the **Commissioner** in connection with the dispute. The **Agency** may not present to the **Comptroller** any material not presented to the **Commissioner** except at the request of the **Comptroller**.

27.5.3 **Comptroller** Investigation. The **Comptroller** may investigate the claim in dispute and, in the course of such investigation, may exercise all powers provided in Sections 7-201 and 7-203 of the Administrative Code. In addition, the **Comptroller** may demand of either party, and such party shall provide, whatever additional material the **Comptroller** deems pertinent to the claim, including original business records of the **Contractor**. Willful failure of the **Contractor** to produce within fifteen (15) **Days** any material requested by the **Comptroller** shall constitute a waiver by the **Contractor** of its claim. The **Comptroller** may also schedule an informal conference to be attended by the **Contractor**, **Agency** representatives, and any other personnel desired by the **Comptroller**.

27.5.4 Opportunity of **Comptroller** to Compromise or Adjust Claim. The **Comptroller** shall have forty-five (45) **Days** from his or her receipt of all materials referred to in Article 27.5.3 to investigate the disputed claim. The period for investigation and compromise may be further extended by agreement between the **Contractor** and the **Comptroller**, to a maximum of ninety (90) **Days** from the **Comptroller's** receipt of all materials. The **Contractor** may not present its petition to the Contract Dispute Resolution Board until the period for investigation and compromise delineated in this Article 27.5.4 has expired. In compromising or adjusting any claim hereunder, the **Comptroller** may not revise or disregard the terms of the **Contract** between the parties.

27.6 Contract Dispute Resolution Board. There shall be a Contract Dispute Resolution Board composed of:

27.6.1 The chief administrative law judge of the Office of Administrative Trials and Hearings (OATH) or his/her designated OATH administrative law judge, who shall act as chairperson, and may adopt operational procedures and issue such orders consistent with this Article 27 as may be necessary in the execution of the Contract Dispute Resolution Board's functions, including, but not limited to, granting extensions of time to present or respond to submissions;

27.6.2 The **CCPO** or his/her designee; any designee shall have the requisite background to consider and resolve the merits of the dispute and shall not have participated personally and substantially in the particular matter that is the subject of the dispute or report to anyone who so participated; and

27.6.3 A person with appropriate expertise who is not an employee of the **City**. This person shall be selected by the presiding administrative law judge from a prequalified panel of individuals, established and administered by OATH with appropriate background to act as decision-makers in a dispute. Such individual may not have a contract or dispute with the **City** or be an officer or employee of any company or organization that does, or regularly represents persons, companies, or organizations having disputes with the **City**.

27.7 Petition to the Contract Dispute Resolution Board. In the event the claim has not been settled or adjusted by the **Comptroller** within the period provided in this Article 27, the **Contractor**,

within thirty (30) **Days** thereafter, may petition the Contract Dispute Resolution Board to review the **Commissioner's** determination.

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

27.7.2 **Agency** Response. Within thirty (30) **Days** of its receipt of the Petition by the **City** Corporation Counsel, the **Agency** shall respond to the brief written statement of the **Contractor** and make available to the Contract Dispute Resolution Board all material it submitted to the **Commissioner** and **Comptroller**. Three (3) complete copies of the **Agency** response shall be provided to the Contract Dispute Resolution Board and one to the **Contractor**. Extensions of time for submittal of the **Agency** response shall be given as necessary upon a showing of good cause or, upon consent of the parties, for an initial period of up to thirty (30) Days.

27.7.3 Further Proceedings. The Contract Dispute Resolution Board shall permit the **Contractor** to present its case by submission of memoranda, briefs, and oral argument. The Contract Dispute Resolution Board shall also permit the **Agency** to present its case in response to the **Contractor** by submission of memoranda, briefs, and oral argument. If requested by the **City** Corporation Counsel, the **Comptroller** shall provide reasonable assistance in the preparation of the **Agency's** case. Neither the **Contractor** nor the **Agency** may support its case with any documentation or other material that was not considered by the **Comptroller**, unless requested by the Contract Dispute Resolution Board. The Contract Dispute Resolution Board, in its discretion, may seek such technical or other expert advice as it shall deem appropriate and may seek, on its own or upon application of a party, any such additional material from any party as it deems fit. The Contract Dispute Resolution Board, in its discretion, may combine more than one dispute between the parties for concurrent resolution.

27.7.4 Contract Dispute Resolution Board Determination. Within forty-five (45) **Days** of the conclusion of all written submissions and oral arguments, the Contract Dispute Resolution Board shall render a written decision resolving the dispute. In an unusually complex case, the Contract Dispute Resolution Board may render its decision in a longer period, not to exceed ninety (90) **Days**, and shall so advise the parties at the commencement of this period. The Contract Dispute Resolution Board's decision must be consistent with the terms of the **Contract**. Decisions of the Contract Dispute Resolution Board shall only resolve matters before the Contract Dispute Resolution Board and shall not have precedential effect with respect to matters not before the Contract Dispute Resolution Board.

27.7.5 Notification of Contract Dispute Resolution Board Decision. The Contract Dispute Resolution Board shall send a copy of its decision to the **Contractor**, the **ACCO**, the Engineer, the **Comptroller**, the **City** Corporation Counsel, the CCPO, and the **PPB**. A decision in favor of the **Contractor** shall be subject to the prompt payment provisions of the **PPB** Rules. The Required Payment Date shall be thirty (30) Days after the date the parties are formally notified of the Contract Dispute Resolution Board's decision.

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

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

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

28.1 While the **Contractor** or any of its **Subcontractors** is performing **Work** on a time and material basis or **Extra Work** on a time and material basis ordered by the **Commissioner** under Article 25, or where the **Contractor** believes that it or any of its **Subcontractors** is performing **Extra Work** but a final determination by **Agency** has not been made, or the **Contractor** or any of its **Subcontractors** is performing disputed **Work** (whether on or off the **Site**), or complying with a determination or order under protest in accordance with Articles 11, 27, and 30, in each such case the **Contractor** shall furnish the **Resident Engineer** daily with three (3) copies of written statements signed by the **Contractor's** representative at the **Site** showing:

28.1.1 The name, trade, and number of each worker employed on such **Work** or engaged in complying with such determination or order, the number of hours employed, and the character of the **Work** each is doing; and

28.1.2 The nature and quantity of any materials, plant and equipment furnished or used in connection with the performance of such **Work** or compliance with such determination or order, and from whom purchased or rented.

28.2 A copy of such statement will be countersigned by the **Resident Engineer**, noting thereon any items not agreed to or questioned, and will be returned to the **Contractor** within two (2) **Days** after submission.

28.3 The **Contractor** and its **Subcontractors**, when required by the **Commissioner**, or the **Comptroller**, shall also produce for inspection, at the office of the **Contractor** or **Subcontractor**, any and all of its books, bid documents, financial statements, vouchers, records, daily job diaries and reports,

and cancelled checks, and any other documents relating to showing the nature and quantity of the labor, materials, plant and equipment actually used in the performance of such **Work**, or in complying with such determination or order, and the amounts expended therefor, and shall permit the **Commissioner** and the **Comptroller** to make such extracts therefrom, or copies thereof, as they or either of them may desire.

28.4 In connection with the examination provided for herein, the **Commissioner**, upon demand therefor, will produce for inspection by the **Contractor** such records as the **Agency** may have with respect to such **Extra Work** or disputed **Work** performed under protest pursuant to order of the **Commissioner**, except those records and reports which may have been prepared for the purpose of determining the accuracy and validity of the **Contractor's** claim.

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

ARTICLE 29. OMITTED WORK

29.1 If any **Contract Work** in a lump sum **Contract**, or if any part of a lump sum item in a unit price, lump sum, or percentage-bid **Contract** is omitted by the **Commissioner** pursuant to Article 33, the **Contract** price, subject to audit by the EAO, shall be reduced by a pro rata portion of the lump sum bid amount based upon the percent of **Work** omitted subject to Article 29.4. For the purpose of determining the pro rata portion of the lump sum bid amount, the bid breakdown submitted in accordance with Article 41 shall be considered, but shall not be the determining factor.

29.2 If the whole of a lump sum item or units of any other item is so omitted by the **Commissioner** in a unit price, lump sum, or percentage-bid **Contract**, then no payment will be made therefor except as provided in Article 29.4.

29.3 For units that have been ordered but are only partially completed, the unit price shall be reduced by a pro rata portion of the unit price bid based upon the percentage of **Work** omitted subject to Article 29.4.

29.4 In the event the **Contractor**, with respect to any omitted **Work**, has purchased any non-cancelable material and/or equipment that is not capable of use except in the performance of this **Contract** and has been specifically fabricated for the sole purpose of this **Contract**, but not yet incorporated into the **Work**, the **Contractor** shall be paid for such material and/or equipment in accordance with Article 64.2.1(b); provided, however, such payment is contingent upon the **Contractor's** delivery of such material and/or equipment in acceptable condition to a location designated by the **City**.

29.5 The **Contractor** agrees to make no claim for damages or for loss of overhead and profit with regard to any omitted **Work**.

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

30.1 If the **Contractor** shall claim to be sustaining damages by reason of any act or omission of the **City** or its agents, it shall submit to the **Commissioner** within forty-five (45) **Days** from the time such damages are first incurred, and every thirty (30) **Days** thereafter to the extent additional damages are being incurred for the same condition, verified statements of the details and the amounts of such

damages, together with documentary evidence of such damages. The **Contractor** may submit any of the above statements within such additional time as may be granted by the **Commissioner** in writing upon written request therefor. Failure of the **Commissioner** to respond in writing to a written request for additional time within thirty (30) **Days** shall be deemed a denial of the request. On failure of the **Contractor** to strictly comply with the foregoing provisions, such claims shall be deemed waived and no right to recover on such claims shall exist. Damages that the **Contractor** may claim in any action or dispute resolution procedure arising under or by reason of this **Contract** shall not be different from or in excess of the statements and documentation made pursuant to this Article 30. This Article 30.1 does not apply to claims submitted to the **Commissioner** pursuant to Article 11 or to claims disputing a determination under Article 27.

30.2 In addition to the foregoing statements, the **Contractor** shall, upon notice from the **Commissioner**, produce for examination at the **Contractor's** office, by the **Engineer**, **Architect** or **Project Manager**, all of its books of account, bills, invoices, payrolls, subcontracts, time books, daily reports, bank deposit books, bank statements, check books, and cancelled checks, showing all of its acts and transactions in connection with or relating to or arising by reason of this **Contract**, and submit itself and persons in its employment, for examination under oath by any person designated by the **Commissioner** or **Comptroller** to investigate claims made or disputes against the **City** under this **Contract**. At such examination, a duly authorized representative of the **Contractor** may be present.

30.3 In addition to the statements required under Article 28 and this Article 30, the **Contractor** and/or its **Subcontractor** shall, within thirty (30) **Days** upon notice from the **Commissioner** or **Comptroller**, produce for examination at the **Contractor's** and/or **Subcontractor's** office, by a representative of either the **Commissioner** or **Comptroller**, all of its books of account, bid documents, financial statements, accountant workpapers, bills, invoices, payrolls, subcontracts, time books, daily reports, bank deposit books, bank statements, check books, and cancelled checks, showing all of its acts and transactions in connection with or relating to or arising by reason of this **Contract**. Further, the **Contractor** and/or its **Subcontractor** shall submit any person in its employment, for examination under oath by any person designated by the **Commissioner** or **Comptroller** to investigate claims made or disputes against the **City** under this **Contract**. At such examination, a duly authorized representative of the **Contractor** may be present.

30.4 Unless the information and examination required under Article 30.3 is provided by the **Contractor** and/or its **Subcontractor** upon thirty (30) **Days'** notice from the **Commissioner** or **Comptroller**, or upon the **Commissioner's** or **Comptroller's** written authorization to extend the time to comply, the **City** shall be released from all claims arising under, relating to or by reason of this **Contract**, except for sums certified by the **Commissioner** to be due under the provisions of this **Contract**. It is further stipulated and agreed that no person has the power to waive any of the foregoing provisions and that in any action or dispute resolution procedure against the **City** to recover any sum in excess of the sums certified by the **Commissioner** to be due under or by reason of this **Contract**, the **Contractor** must allege in its complaint and prove, at trial or during such dispute resolution procedure, compliance with the provisions of this Article 30.

30.5 In addition, after the commencement of any action or dispute resolution procedure by the **Contractor** arising under or by reason of this **Contract**, the **City** shall have the right to require the **Contractor** to produce for examination under oath, up until the trial of the action or hearing before the Contract Dispute Resolution Board, the books and documents described in Article 30.3 and submit itself and all persons in its employ for examination under oath. If this Article 30 is not complied with as required, then the **Contractor** hereby consents to the dismissal of the action or dispute resolution procedure.

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

ARTICLE 31. THE RESIDENT ENGINEER

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

ARTICLE 32. THE ENGINEER OR ARCHITECT OR PROJECT MANAGER

32.1 The **Engineer** or **Architect** or **Project Manager**, in addition to those matters elsewhere herein delegated to the **Engineer** and expressly made subject to his/her determination, direction or approval, shall have the power, subject to review by the **Commissioner**:

32.1.1 To determine the amount, quality, and location of the **Work** to be paid for hereunder; and

32.1.2 To determine all questions in relation to the **Work**, to interpret the **Contract Drawings**, **Specifications**, and **Addenda**, and to resolve all patent inconsistencies or ambiguities therein; and

32.1.3 To determine how the **Work** of this **Contract** shall be coordinated with **Work** of **Other Contractors** engaged simultaneously on this **Project**, including the power to suspend any part of the **Work**, but not the whole thereof; and

32.1.4 To make minor changes in the **Work** as he/she deems necessary, provided such changes do not result in a net change in the cost to the **City** or to the **Contractor** of the **Work** to be done under the **Contract**; and

32.1.5 To amplify the **Contract Drawings**, add explanatory information and furnish additional **Specifications** and drawings, consistent with this **Contract**.

32.2 The foregoing enumeration shall not imply any limitation upon the power of the **Engineer** or **Architect** or **Project Manager**, for it is the intent of this **Contract** that all of the **Work** shall generally be subject to his/her determination, direction, and approval, except where the determination, direction or approval of someone other than the **Engineer** or **Architect** or **Project Manager** is expressly called for herein.

32.3 The **Engineer** or **Architect** or **Project Manager** shall not, however, have the power to issue an **Extra Work** order, except as specifically designated in writing by the **Commissioner**.

ARTICLE 33. THE COMMISSIONER

33.1 The **Commissioner**, in addition to those matters elsewhere herein expressly made subject to his/her determination, direction or approval, shall have the power:

33.1.1 To review and make determinations on any and all questions in relation to this **Contract** and its performance; and

33.1.2 To modify or change this **Contract** so as to require the performance of **Extra Work** (subject, however, to the limitations specified in Article 25) or the omission of **Contract Work**; and

33.1.3 To suspend the whole or any part of the **Work** whenever in his/her judgment such suspension is required:

33.1.3(a) In the interest of the **City** generally; or

33.1.3(b) To coordinate the **Work** of the various contractors engaged on this **Project** pursuant to the provisions of Article 12; or

33.1.3(c) To expedite the completion of the entire **Project** even though the completion of this particular **Contract** may thereby be delayed.

ARTICLE 34. NO ESTOPPEL

34.1 Neither the **City** nor any **Agency**, official, agent or employee thereof, shall be bound, precluded or estopped by any determination, decision, approval, order, letter, payment or certificate made or given under or in connection with this **Contract** by the **City**, the **Commissioner**, the **Engineer**, the **Resident Engineer**, or any other official, agent or employee of the **City**, either before or after the final completion and acceptance of the **Work** and payment therefor:

34.1.1 From showing the true and correct classification, amount, quality or character of the **Work** actually done; or that any such determination, decision, order, letter, payment or certificate was untrue, incorrect or improperly made in any particular, or that the **Work**, or any part thereof, does not in fact conform to the requirements of this **Contract**; and

34.1.2 From demanding and recovering from the **Contractor** any overpayment made to it, or such damages as the **City** may sustain by reason of the **Contractor's** failure to perform each and every part of its **Contract**.

CHAPTER VIII: LABOR PROVISIONS

ARTICLE 35. EMPLOYEES

35.1 The **Contractor** and its **Subcontractors** shall not employ on the **Work**:

35.1.1 Anyone who is not competent, faithful and skilled in the **Work** for which he/she shall be employed; and whenever the **Commissioner** shall inform the **Contractor**, in writing, that any employee is, in his/her opinion, incompetent, unfaithful or disobedient, that employee shall be discharged from the **Work** forthwith, and shall not again be employed upon it; or

35.1.2 Any labor, materials or means whose employment, or utilization during the course of this **Contract**, may tend to or in any way cause or result in strikes, work stoppages, delays, suspension of **Work** or similar troubles by workers employed by the **Contractor** or its **Subcontractors**, or by any of the trades working in or about the buildings and premises where **Work** is being performed under this **Contract**, or by **Other Contractors** or their **Subcontractors** pursuant to other contracts, or on any other building or premises owned or operated by the **City**, its **Agencies**, departments, boards or authorities. Any violation by the **Contractor** of this requirement may, upon certification of the **Commissioner**, be considered as proper and sufficient cause for declaring the **Contractor** to be in default, and for the **City** to take action against it as set forth in Chapter X of this **Contract**, or such other article of this **Contract** as the Commissioner may deem proper; or

35.1.3 In accordance with Section 220.3-e of the Labor Law of the State of New York (hereinafter "Labor Law"), the **Contractor** and its **Subcontractors** shall not employ on the **Work** any apprentice, unless he/she is a registered individual, under a bona fide program registered with the New York State Department of Labor. The allowable ratio of apprentices to journey-level workers in any craft classification shall not be greater than the ratio permitted to the **Contractor** as to its work force on any job under the registered program. Any employee listed on a payroll at an apprentice wage rate, who is not registered as above, shall be paid the wage rate determined by the **Comptroller** of the **City** for the classification of **Work** actually performed. The **Contractor** or **Subcontractor** will be required to furnish written evidence of the registration of its program and apprentices as well as all the appropriate ratios and wage rates, for the area of the construction prior to using any apprentices on the **Contract Work**.

35.2 If the total cost of the **Work** under this **Contract** is at least two hundred fifty thousand ($250,000) dollars, all laborers, workers, and mechanics employed in the performance of the **Contract** on the public work site, either by the **Contractor**, **Subcontractor** or other person doing or contracting to do the whole or a part of the **Work** contemplated by the **Contract**, shall be certified prior to performing any **Work** as having successfully completed a course in construction safety and health approved by the United States Department of Labor's Occupational Safety and Health Administration that is at least ten (10) hours in duration.

35.3 In accordance with Local Law Nos. 30-2012 and 33-2012, codified at sections 6-132 and 12-113 of the Administrative Code, respectively,

35.3.1 The **Contractor** shall not take an adverse personnel action with respect to an officer or employee in retaliation for such officer or employee making a report of information concerning conduct which such officer or employee knows or reasonably believes to involve corruption, criminal activity, conflict of interest, gross mismanagement or abuse of authority by any officer or employee relating to this **Contract** to (a) the Commissioner of the Department of Investigation, (b) a member of the New York City Council, the Public Advocate, or the **Comptroller**, or (c) the **CCPO**, **ACCO**, **Agency** head, or **Commissioner**.

35.3.2 If any of the **Contractor**'s officers or employees believes that he or she has been the subject of an adverse personnel action in violation of Article 35.3.1, he or she shall be entitled to bring a cause of action against the **Contractor** to recover all relief necessary to make him or her whole. Such relief may include but is not limited to: (a) an injunction to restrain continued retaliation, (b) reinstatement to the position such employee would have had but for the retaliation or to an equivalent position, (c) reinstatement of full fringe benefits and seniority rights, (d) payment of two times back

pay, plus interest, and (e) compensation for any special damages sustained as a result of the retaliation, including litigation costs and reasonable attorney's fees.

35.3.3 The **Contractor** shall post a notice provided by the **City** in a prominent and accessible place on any site where work pursuant to the **Contract** is performed that contains information about:

35.3.3(a) how its employees can report to the New York City Department of Investigation allegations of fraud, false claims, criminality or corruption arising out of or in connection with the **Contract**; and

35.3.3(b) the rights and remedies afforded to its employees under Administrative Code sections 7-805 (the New York City False Claims Act) and 12-113 (the Whistleblower Protection Expansion Act) for lawful acts taken in connection with the reporting of allegations of fraud, false claims, criminality or corruption in connection with the **Contract**.

35.3.4 For the purposes of this Article 35.3, "adverse personnel action" includes dismissal, demotion, suspension, disciplinary action, negative performance evaluation, any action resulting in loss of staff, office space, equipment or other benefit, failure to appoint, failure to promote, or any transfer or assignment or failure to transfer or assign against the wishes of the affected officer or employee.

35.3.5 This Article 35.3 is applicable to all of the **Contractor**'s **Subcontractors** having subcontracts with a value in excess of $100,000; accordingly, the **Contractor** shall include this rider in all subcontracts with a value a value in excess of $100,000.

35.4 Article 35.3 is not applicable to this **Contract** if it is valued at $100,000 or less. Articles 35.3.1, 35.3.2, 35.3.4, and 35.3.5 are not applicable to this **Contract** if it was solicited pursuant to a finding of an emergency.

35.5 Paid Sick Leave Law.

35.5.1 Introduction and General Provisions.

35.5.1(a) The Earned Sick Time Act, also known as the Paid Sick Leave Law ("PSLL"), requires covered employees who annually perform more than 80 hours of work in New York City to be provided with paid sick time.[2] Contractors of the **City** or of other governmental entities may be required to provide sick time pursuant to the PSLL.

35.5.1(b) The PSLL became effective on April 1, 2014, and is codified at Title 20, Chapter 8, of the New York City Administrative Code. It is administered by the City's Department of Consumer Affairs ("DCA"); DCA's rules promulgated under the PSLL are codified at Chapter 7 of Title 6 of the Rules of the City of New York ("Rules").

[2] Pursuant to the PSLL, if fewer than five employees work for the same employer, as determined pursuant to New York City Administrative Code § 20-912(g), such employer has the option of providing such employees uncompensated sick time.

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

35.5.1(d) The **Contractor** must notify the **Agency Chief Contracting Officer** of the **Agency** with whom it is contracting in writing within ten (10) days of receipt of a complaint (whether oral or written) regarding the PSLL involving the performance of this **Contract**. Additionally, the **Contractor** must cooperate with DCA's education efforts and must comply with DCA's subpoenas and other document demands as set forth in the PSLL and Rules.

35.5.1(e) The PSLL is summarized below for the convenience of the **Contractor**. The **Contractor** is advised to review the PSLL and Rules in their entirety. On the website www.nyc.gov/PaidSickLeave there are links to the PSLL and the associated Rules as well as additional resources for employers, such as Frequently Asked Questions, timekeeping tools and model forms, and an event calendar of upcoming presentations and webinars at which the **Contractor** can get more information about how to comply with the PSLL. The **Contractor** acknowledges that it is responsible for compliance with the PSLL notwithstanding any inconsistent language contained herein.

35.5.2 Pursuant to the PSLL and the Rules: Applicability, Accrual, and Use.

35.5.2(a) An employee who works within the City of New York for more than eighty hours in any consecutive 12-month period designated by the employer as its "calendar year" pursuant to the PSLL ("Year") must be provided sick time. Employers must provide a minimum of one hour of sick time for every 30 hours worked by an employee and compensation for such sick time must be provided at the greater of the employee's regular hourly rate or the minimum wage. Employers are not required to provide more than 40 hours of sick time to an employee in any Year.

35.5.2(b) An employee has the right to determine how much sick time he or she will use, provided that employers may set a reasonable minimum increment for the use of sick time not to exceed four hours per **Day**. In addition, an employee may carry over up to 40 hours of unused sick time to the following Year, provided that no employer is required to allow the use of more than forty hours of sick time in a Year or carry over unused paid sick time if the employee is paid for such unused sick time and the employer provides the employee with at least the legally required amount of paid sick time for such employee for the immediately subsequent Year on the first **Day** of such Year.

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

i. such employee's mental illness, physical illness, injury, or health condition or the care of such illness, injury, or condition or such employee's need for medical diagnosis or preventive medical care;
ii. such employee's care of a family member (an employee's child, spouse, domestic partner, parent, sibling, grandchild or grandparent, or the child or parent of an employee's spouse or domestic partner) who has a mental

illness, physical illness, injury or health condition or who has a need for medical diagnosis or preventive medical care;

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

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

35.5.2(d) An employer must not require an employee, as a condition of taking sick time, to search for a replacement. However, an employer may require an employee to provide: reasonable notice of the need to use sick time; reasonable documentation that the use of sick time was needed for a reason above if for an absence of more than three consecutive work days; and/or written confirmation that an employee used sick time pursuant to the PSLL. However, an employer may not require documentation specifying the nature of a medical condition or otherwise require disclosure of the details of a medical condition as a condition of providing sick time and health information obtained solely due to an employee's use of sick time pursuant to the PSLL must be treated by the employer as confidential.

35.5.2(e) If an employer chooses to impose any permissible discretionary requirement as a condition of using sick time, it must provide to all employees a written policy containing those requirements, using a delivery method that reasonably ensures that employees receive the policy. If such employer has not provided its written policy, it may not deny sick time to an employee because of non-compliance with such a policy.

35.5.2(f) Sick time to which an employee is entitled must be paid no later than the payday for the next regular payroll period beginning after the sick time was used.

35.5.3 Exemptions and Exceptions. Notwithstanding the above, the PSLL does not apply to any of the following:

35.5.3(a) an independent contractor who does not meet the definition of employee under section 190(2) of the New York State Labor Law;

35.5.3(b) an employee covered by a valid collective bargaining agreement in effect on April 1, 2014, until the termination of such agreement;

35.5.3(c) an employee in the construction or grocery industry covered by a valid collective bargaining agreement if the provisions of the PSLL are expressly waived in such collective bargaining agreement;

35.5.3(d) an employee covered by another valid collective bargaining agreement if such provisions are expressly waived in such agreement and such agreement provides a benefit comparable to that provided by the PSLL for such employee;

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

35.5.3(f) an employee in a work study program under Section 2753 of Chapter 42 of the United States Code;

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

35.5.3(h) a participant in a Work Experience Program (WEP) under section 336-c of the New York State Social Services Law.

35.5.4 Retaliation Prohibited. An employer may not threaten or engage in retaliation against an employee for exercising or attempting in good faith to exercise any right provided by the PSLL. In addition, an employer may not interfere with any investigation, proceeding, or hearing pursuant to the PSLL.

35.5.5 Notice of Rights.

35.5.5(a) An employer must provide its employees with written notice of their rights pursuant to the PSLL. Such notice must be in English and the primary language spoken by an employee, provided that DCA has made available a translation into such language. Downloadable notices are available on DCA's website at http://www.nyc.gov/html/dca/html/law/PaidSickLeave.shtml.

35.5.5(b) Any person or entity that willfully violates these notice requirements is subject to a civil penalty in an amount not to exceed fifty dollars for each employee who was not given appropriate notice.

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

35.5.7 Enforcement and Penalties.

35.5.7(a) Upon receiving a complaint alleging a violation of the PSLL, DCA has the right to investigate such complaint and attempt to resolve it through mediation. Within 30 **Days** of written notification of a complaint by DCA, or sooner in certain circumstances, the employer must provide DCA with a written response and such other information as DCA may request. If DCA believes that a violation of the PSLL has occurred, it has the right to issue a notice of violation to the employer.

35.5.7(b) DCA has the power to grant an employee or former employee all appropriate relief as set forth in New York City Administrative Code § 20-924(d). Such relief may include, among other remedies, treble damages for the wages that should have been paid, damages for unlawful retaliation, and damages and reinstatement for unlawful discharge. In addition, DCA may impose on an employer found to have violated the PSLL civil penalties not to exceed $500 for a first violation, $750 for a second violation within two years of the first violation, and $1,000 for each succeeding violation within two years of the previous violation.

35.5.8 More Generous 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

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

conviction thereof, be punished by a fine of not more than one hundred ($100.00) dollars or by imprisonment for not more than thirty (30) **Days**, or both.

36.3 This **Contract** is subject to the requirements of Executive Order No. 50 (1980) ("E.O. 50"), as revised, and the rules and regulations promulgated thereunder. No contract will be awarded unless and until these requirements have been complied with in their entirety. By signing this **Contract**, the **Contractor** agrees that it:

36.3.1 Will not engage in any unlawful discrimination against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability, marital status or sexual orientation with respect to all employment decisions including, but not limited to, recruitment, hiring, upgrading, demotion, downgrading, transfer, training, rates of pay or other forms of compensation, layoff, termination, and all other terms and conditions of employment; and

36.3.2 Will not engage in any unlawful discrimination in the selection of **Subcontractors** on the basis of the owner's race, color, creed, national origin, sex, age, disability, marital status or sexual orientation; and

36.3.3 Will state in all solicitations or advertisements for employees placed by or on behalf of the **Contractor** that all qualified applicants will receive consideration for employment without unlawful discrimination based on race, creed, color, national origin, sex, age, citizens status, disability, marital status, sexual orientation, or that it is an equal employment opportunity employer; and

36.3.4 Will send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or memorandum of understanding, written notification of its equal employment opportunity commitments under E.O. 50 and the rules and regulations promulgated thereunder; and

36.3.5 Will furnish, before the award of the **Contract**, all information and reports, including an employment report, that are required by E.O. 50, the rules and regulations promulgated thereunder, and orders of the **City** Department of Business Services, Division of Labor Services (**DLS**) and will permit access to its books, records, and accounts by the **DLS** for the purposes of investigation to ascertain compliance with such rules, regulations, and orders.

36.4 The **Contractor** understands that in the event of its noncompliance with the nondiscrimination clauses of this **Contract** or with any of such rules, regulations, or orders, such noncompliance shall constitute a material breach of this **Contract** and noncompliance with E.O. 50 and the rules and regulations promulgated thereunder. After a hearing held pursuant to the rules of the **DLS**, the Director of the **DLS** may direct the **Commissioner** to impose any or all of the following sanctions:

36.4.1 Disapproval of the **Contractor**; and/or

36.4.2 Suspension or termination of the **Contract**; and/or

36.4.3 Declaring the **Contractor** in default; and/or

36.4.4 In lieu of any of the foregoing sanctions, the Director of the **DLS** may impose an employment program.

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

36.5 The **Contractor** specifically agrees, as required by Section 6-123 of the Administrative Code, that:

36.5.1 The **Contractor** will not engage in any unlawful discriminatory practice in violation of Title 8 of the Administrative Code; and

36.5.2 Any failure to comply with this Article 36.5 may subject the **Contractor** to the remedies set forth in Section 6-123 of the Administrative Code, including, where appropriate, sanctions such as withholding of payment, imposition of an employment program, finding the **Contractor** to be in default, cancellation of the **Contract**, or any other sanction or remedy provided by **Law** or **Contract**.

ARTICLE 37. LABOR LAW REQUIREMENTS

37.1 The **Contractor** shall strictly comply with all applicable provisions of the Labor Law, as amended. Such compliance is a material term of this **Contract**.

37.2 The **Contractor** specifically agrees, as required by Labor Law Sections 220 and 220-d, as amended, that:

37.2.1 Hours of **Work**: No laborer, worker, or mechanic in the employ of the **Contractor**, **Subcontractor** or other person doing or contracting to do the whole or a part of the **Work** contemplated by this **Contract** shall be permitted or required to work more than eight (8) hours in any one (1) **Day**, or more than five (5) **Days** in any one (1) week, except as provided in the Labor Law and in cases of extraordinary emergency including fire, flood, or danger to life or property, or in the case of national emergency when so proclaimed by the President of the United States of America.

37.2.2 In situations in which there are not sufficient laborers, workers, and mechanics who may be employed to carry on expeditiously the **Work** contemplated by this **Contract** as a result of such restrictions upon the number of hours and **Days** of labor, and the immediate commencement or prosecution or completion without undue delay of the **Work** is necessary for the preservation of the **Site** and/or for the protection of the life and limb of the persons using the same, such laborers, workers, and mechanics shall be permitted or required to work more than eight (8) hours in any one (1) **Day**; or five (5) **Days** in any one (1) week; provided, however, that upon application of any **Contractor**, the **Commissioner** shall have first certified to the Commissioner of Labor of the State of New York (hereinafter "Commissioner of Labor") that such public **Work** is of an important nature and that a delay in carrying it to completion would result in serious disadvantage to the public; and provided, further, that such Commissioner of Labor shall have determined that such an emergency does in fact exist as provided in Labor Law Section 220.2.

37.2.3 Failure of the **Commissioner** to make such a certification to the Commissioner of Labor shall not entitle the **Contractor** to damages for delay or for any cause whatsoever.

37.2.4 Prevailing Rate of Wages: The wages to be paid for a legal day's **Work** to laborers, workers, or mechanics employed upon the **Work** contemplated by this **Contract** or upon any materials to be used thereon shall not be less than the "prevailing rate of wage" as defined in Labor Law Section 220, and as fixed by the **Comptroller** in the attached Schedule of Wage Rates and in updated schedules thereof. The prevailing wage rates and supplemental benefits to be paid are those in effect at the time the **Work** is being performed.

37.2.5 Requests for interpretation or correction in the Information for Bidders includes all requests for clarification of the classification of trades to be employed in the performance of the **Work** under this **Contract**. In the event that a trade not listed in the **Contract** is in fact employed during the performance of this **Contract**, the **Contractor** shall be required to obtain from the **Agency** the prevailing wage rates and supplementary benefits for the trades used and to complete the performance of this **Contract** at the price at which the **Contract** was awarded.

37.2.6 Minimum Wages: Except for employees whose wage is required to be fixed pursuant to Labor Law Section 220, all persons employed by the **Contractor** and any **Subcontractor** in the manufacture or furnishing of the supplies, materials, or equipment, or the furnishing of work, labor, or services, used in the performance of this **Contract**, shall be paid, without subsequent deduction or rebate unless expressly authorized by **Law**, not less than the sum mandated by **Law**.

37.3 Working Conditions: No part of the **Work**, labor or services shall be performed or rendered by the **Contractor** in any plants, factories, buildings or surroundings or under working conditions which are unsanitary or hazardous or dangerous to the health and safety of employees engaged in the performance of this **Contract**. Compliance with the safety, sanitary, and factory inspection **Laws** of the state in which the **Work** is to be performed shall be prima facie evidence of compliance with this Article 37.3.

37.4 Prevailing Wage Enforcement: The **Contractor** agrees to pay for all costs incurred by the **City** in enforcing prevailing wage requirements, including the cost of any investigation conducted by or on behalf of the **Agency** or the **Comptroller,** where the **City** discovers a failure to comply with any of the requirements of this Article 37 by the **Contractor** or its **Subcontractor(s)**. The **Contractor** also agrees that, should it fail or refuse to pay for any such investigation, the **Agency** is hereby authorized to deduct from a **Contractor's** account an amount equal to the cost of such investigation.

37.4.1 The Labor Law Section 220 and Section 220-d, as amended, provide that this **Contract** shall be forfeited and no sum paid for any **Work** done hereunder on a second conviction for willfully paying less than:

37.4.1(a) The stipulated prevailing wage scale as provided in Labor Law section 220, as amended, or

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

37.4.2 For any breach or violation of either working conditions (Article 37.3) or minimum wages (Article 37.2.6) provisions, the party responsible therefor shall be liable to the **City** for liquidated damages, which may be withheld from any amounts due on any contracts with the **City** of such party responsible, or may be recovered in actions brought by the **City**

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

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

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

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

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

37.4.4(c) Labor Law Section 220, as amended, provides that the **Contractor** or **Subcontractor** found to have violated this Article 37.4 may be directed to make payment of wages or supplements including interest found to be due, and the **Contractor** or **Subcontractor** may be directed to make payment of a further sum as a civil penalty in an amount not exceeding twenty-five (25%) percent of the total amount found to be due.

37.5 The **Contractor** and its **Subcontractors** shall within ten (10) **Days** after mailing of a Notice of Award or written order, post in prominent and conspicuous places in each and every plant, factory, building, and structure where employees of the **Contractor** and its **Subcontractors** engaged in the

performance of this **Contract** are employed, notices furnished by the **City**, in relation to prevailing wages and supplements, minimum wages, and other stipulations contained in Sections 220 and 220-h of the Labor Law, and the **Contractor** and its **Subcontractors** shall continue to keep such notices posted in such prominent and conspicuous places until **Final Acceptance** of the supplies, materials, equipment, or **Work**, labor, or services required to be furnished or rendered under this **Contract**.

37.6 The **Contractor** shall strictly comply with all of the provisions of Articles 37.6.1 through 37.6.5, and provide for all workers, laborers or mechanics in its employ, the following:

37.6.1 Notices Posted At **Site**: Post, in a location designated by the **City**, schedules of prevailing wages and supplements for this **Project**, a copy of all re-determinations of such schedules for the **Project**, the Workers' Compensation **Law** Section 51 notice, all other notices required by **Law** to be posted at the **Site**, the **City** notice that this **Project** is a public works project on which each worker is entitled to receive the prevailing wages and supplements for the occupation at which he or she is working, and all other notices which the **City** directs the **Contractor** to post. The **Contractor** shall provide a surface for such notices which is satisfactory to the **City**. The **Contractor** shall maintain and keep current such notices in a legible manner and shall replace any notice or schedule which is damaged, defaced, illegible or removed for any reason. The **Contractor** shall post such notices before commencing any **Work** on the **Site** and shall maintain such notices until all **Work** on the **Site** is complete; and

37.6.2 Daily **Site** Sign-in Sheets: Maintain daily **Site** sign-in sheets, and require that **Subcontractors** maintain daily **Site** sign-in sheets for its employees, which include blank spaces for an employee's name to be both printed and signed, job title, date started and Social Security number, the time the employee began work and the time the employee left work, until **Final Acceptance** of the supplies, materials, equipment, or **Work**, labor, or services to be furnished or rendered under this **Contract** unless exception is granted by the **Comptroller** upon application by the **Agency**. In the alternative, subject to the approval of the **CCPO**, the **Contractor** and **Subcontractor** may maintain an electronic or biometric sign-in system, which provides the information required by this Article 37.6.2; and

37.6.3 Individual Employee Information Notices: Distribute a notice to each worker, laborer or mechanic employed under this **Contract**, in a form provided by the **Agency**, that this **Project** is a public works project on which each worker, laborer or mechanic is entitled to receive the prevailing rate of wages and supplements for the occupation at which he or she is working. If the total cost of the **Work** under this **Contract** is at least two hundred fifty thousand ($250,000) dollars, such notice shall also include a statement that each worker, laborer or mechanic must be certified prior to performing any **Work** as having successfully completed a course in construction safety and health approved by the United States Department of Labor's Occupational Safety and Health Administration that is at least ten (10) hours in duration. Such notice shall be distributed to each worker before he or she starts performing any **Work** of this **Contract** and with the first paycheck after July first of each year. "Worker, laborer or mechanic" includes employees of the **Contractor** and all **Subcontractors** and all employees of suppliers entering the **Site**. At the time of distribution, the **Contractor** shall have each worker, laborer or mechanic sign a statement, in a form provided by the **Agency**, certifying that the worker has received the notice required by this Article 37.6.3, which signed statement shall be maintained with the payroll records required by this **Contract**; and

37.6.3(a) The **Contractor** and each **Subcontractor** shall notify each worker, laborer or mechanic employed under this **Contract** in writing of the prevailing rate of

wages for their particular job classification. Such notification shall be given to every worker, laborer, and mechanic on their first pay stub and with every pay stub thereafter; and

37.6.4 **Site** Laminated Identification Badges: The **Contractor** shall provide laminated identification badges which include a photograph of the worker's, laborer's or mechanic's face and indicate the worker's, laborer's or mechanic's name, trade, employer's name, and employment starting date (month/day/year). Further, the **Contractor** shall require as a condition of employment on the **Site**, that each and every worker, laborer or mechanic wear the laminated identification badge at all times and that it may be seen by any representative of the **City**. The **Commissioner** may grant a written waiver from the requirement that the laminated identification badge include a photograph if the **Contractor** demonstrates that the identity of an individual wearing a laminated identification badge can be easily verified by another method; and

37.6.5 Language Other Than English Used On **Site**: Provide the **ACCO** notice when three (3) or more employees (worker and/or laborer and/or mechanic) on the **Site**, at any time, speak a language other than English. The **ACCO** will then provide the **Contractor** the notices described in Article 37.6.1 in that language or languages as may be required. The **Contractor** is responsible for all distributions under this Article 37; and

37.6.6 Provision of Records: The **Contractor** and **Subcontractor(s)** shall produce within five (5) **Days** on the **Site** of the **Work** and upon a written order of the **Engineer**, the **Commissioner**, the **ACCO**, the **Agency EAO**, or the **Comptroller,** such records as are required to be kept by this Article 37.6; and

37.6.7 The **Contractor** and **Subcontractor(s)** shall pay employees by check or direct deposit. If this **Contract** is for an amount greater than one million ($1,000,000) dollars, checks issued by the **Contractor** to covered employees shall be generated by a payroll service or automated payroll system (an in-house system may be used if approved by the **Agency**). For any subcontract for an amount greater than seven hundred fifty thousand ($750,000) dollars, checks issued by a **Subcontractor** to covered employees shall be generated by a payroll service or automated payroll system (an in-house system may be used if approved by the **Agency**); and

37.6.8 The failure of the **Contractor** or **Subcontractor(s)** to comply with the provisions of Articles 37.6.1 through 37.6.7 may result in the **Commissioner** declaring the **Contractor** in default and/or the withholding of payments otherwise due under the **Contract**.

37.7 The **Contractor** and its **Subcontractors** shall keep such employment and payroll records as are required by Section 220 of the Labor Law. The failure of the **Contractor** or **Subcontractor(s)** to comply with the provisions of this Article 37.7 may result in the **Commissioner** declaring the **Contractor** in default and/or the withholding of payments otherwise due under the **Contract.**

37.8 At the time the **Contractor** makes application for each partial payment and for final payment, the **Contractor** shall submit to the **Commissioner** a written payroll certification, in the form provided by this **Contract**, of compliance with the prevailing wage, minimum wage, and other provisions and stipulations required by Labor Law Section 220 and of compliance with the training requirements of Labor Law Section 220-h set forth in Article 35.2. This certification of compliance shall be a condition precedent to payment and no payment shall be made to the **Contractor** unless and until each such certification shall have been submitted to and received by the **Commissioner**.

37.9 This **Contract** is executed by the **Contractor** with the express warranty and representation that the **Contractor** is not disqualified under the provisions of Section 220 of the Labor Law from the award of the **Contract**.

37.10 Any breach or violation of any of the foregoing shall be deemed a breach or violation of a material provision of this **Contract**, and grounds for cancellation thereof by the **City**.

ARTICLE 38. PAYROLL REPORTS

38.1 The **Contractor** and its **Subcontractor(s)** shall maintain on the **Site** during the performance of the **Work** the original payrolls or transcripts thereof which the **Contractor** and its **Subcontractor(s)** are required to maintain and shall submit such original payrolls or transcripts, subscribed and affirmed by it as true, within thirty (30) **Days** after issuance of its first payroll, and every thirty (30) **Days** thereafter, pursuant to Labor Law Section 220(3-a)(a)(iii). The **Contractor** and **Subcontractor(s)** shall submit such original payrolls or transcripts along with each and every payment requisition. If payment requisitions are not submitted at least once a month, the **Contractor** and its **Subcontractor(s)** shall submit original payrolls and transcripts both along with its payment requisitions and independently of its payment requisitions.

38.2 The **Contractor** shall maintain payrolls or transcripts thereof for six (6) years from the date of completion of the **Work** on this **Contract**. If such payrolls and transcripts are maintained outside of New York City after the completion of the **Work** and their production is required pursuant to this Article 38, the **Contractor** shall produce such records in New York City upon request by the City.

38.3 The **Contractor** and **Subcontractor(s)** shall comply with any written order, direction, or request made by the **Engineer**, the **Commissioner**, the **ACCO**, the **Agency EAO**, the **Agency Labor Law Investigator(s)**, or the **Comptroller**, to provide to the requesting party any of the following information and/or records within five (5) **Days** of such written order, direction, or request:

38.3.1 Such original payrolls or transcripts thereof subscribed and affirmed by it as true and the statements signed by each worker pursuant to this Chapter VIII; and/or

38.3.2 Attendance sheets for each **Day** on which any employee of the **Contractor** and/or any of the **Subcontractor(s)** performed **Work** on the **Site**, which attendance sheet shall be in a form acceptable to the **Agency** and shall provide information acceptable to the **Agency** to identify each such employee; and/or

38.3.3 Any other information to satisfy the **Engineer**, the **Commissioner**, the **ACCO**, the **Agency EAO**, the **Agency Labor Law Investigator(s)** or the **Comptroller**, that this Chapter VIII and the Labor Law, as to the hours of employment and prevailing rates of wages and/or supplemental benefits, are being observed.

38.4 The failure of the **Contractor** or **Subcontractor(s)** to comply with the provisions of Articles 38.1 and/or 38.2 may result in the **Commissioner** declaring the **Contractor** in default and/or the withholding of payments otherwise due under the **Contract**.

ARTICLE 39. DUST HAZARDS

39.1 Should a harmful dust hazard be created in performing the **Work** of this **Contract**, for the elimination of which appliances or methods have been approved by the Board of Standards and Appeals

of the City of New York, such appliances and methods shall be installed, maintained, and effectively operated during the continuance of such harmful dust hazard. Failure to comply with this provision after notice shall make this **Contract** voidable at the sole discretion of the **City**.

CHAPTER IX: PARTIAL AND FINAL PAYMENTS

ARTICLE 40. CONTRACT PRICE

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

ARTICLE 41. BID BREAKDOWN ON LUMP SUM

41.1 Within fifteen (15) **Days** after the commencement date specified in the **Notice to Proceed** or **Order to Work**, unless otherwise directed by the **Resident Engineer**, the **Contractor** shall submit to the **Resident Engineer** a breakdown of its bid price, or of lump sums bid for items of the **Contract**, showing the various operations to be performed under the **Contract**, as directed in the progress schedule required under Article 9, and the value of each of such operations, the total of such items to equal the lump sum price bid. Said breakdown must be approved in writing by the **Resident Engineer**.

41.2 No partial payment will be approved until the **Contractor** submits a bid breakdown that is acceptable to the **Resident Engineer**.

41.3 The **Contractor** shall also submit such other information relating to the bid breakdown as directed by the **Resident Engineer**. Thereafter, the breakdown may be used only for checking the **Contractor's** applications for partial payments hereunder, but shall not be binding upon the **City**, the **Commissioner**, or the **Engineer** for any purpose whatsoever.

ARTICLE 42. PARTIAL PAYMENTS

42.1 From time to time as the **Work** progresses satisfactorily, but not more often than once each calendar month (except where the **Commissioner** approves in writing the submission of invoices on a more frequent basis and for invoices relating to **Work** performed pursuant to a change order), the **Contractor** may submit to the **Engineer** a requisition for a partial payment in the prescribed form, which shall contain an estimate of the quantity and the fair value of the **Work** done during the payment period.

42.2 Partial payments may be made for materials, fixtures, and equipment in advance of their actual incorporation in the **Work**, as the **Commissioner** may approve, and upon the terms and conditions set forth in the General Conditions.

42.3 The **Contractor** shall also submit to the **Commissioner** in connection with every application for partial payment a verified statement in the form prescribed by the **Comptroller** setting forth the information required under Labor Law Section 220-a.

42.4 Within thirty (30) **Days** after receipt of a satisfactory payment application, and within sixty (60) **Days** after receipt of a satisfactory payment application in relation to **Work** performed pursuant to a change order, the **Engineer** will prepare and certify, and the **Commissioner** will approve, a voucher for a partial payment in the amount of such approved estimate, less any and all deductions authorized to be made by the **Commissioner** under the terms of this **Contract** or by **Law**.

ARTICLE 43. PROMPT PAYMENT

43.1 The Prompt Payment provisions of the **PPB** Rules in effect at the time of the bid will be applicable to payments made under this **Contract**. The provisions require the payment to the **Contractor** of interest on payments made after the required payment date, except as set forth in the **PPB** Rules.

43.2 The **Contractor** shall submit a proper invoice to receive payment, except where the **Contract** provides that the **Contractor** will be paid at predetermined intervals without having to submit an invoice for each scheduled payment.

43.3 Determination of interest due will be made in accordance with the **PPB** Rules.

43.4 If the **Contractor** is paid interest, the proportionate share(s) of that interest shall be forwarded by the **Contractor** to its **Subcontractor(s)**.

43.5 The **Contractor** shall pay each **Subcontractor** or **Materialman** not later than seven (7) **Days** after receipt of payment out of amounts paid to the **Contractor** by the **City** for **Work** performed by the **Subcontractor** or **Materialman** under this **Contract**.

> 43.5.1 If **Contractor** fails to make any payment to any **Subcontractor** or **Materialman** within seven (7) **Days** after receipt of payment by the **City** pursuant to this Article 43.5, then the **Contractor** shall pay interest on amounts due to such **Subcontractor** or **Materialman** at the rate of interest in effect on the date such payment is made by the **Contractor** computed in accordance with Section 756-b (1)(b) of the New York General Business Law. Accrual of interest shall commence on the **Day** immediately following the expiration of the seventh **Day** following receipt of payment by the **Contractor** from the **City** and shall end on the date on which payment is made.

43.6 The **Contractor** shall include in each of its subcontracts a provision requiring each **Subcontractor** to make payment to each of its **Subcontractors** or **Materialmen** for **Work** performed under this **Contract** in the same manner and within the same time period set forth above.

ARTICLE 44. SUBSTANTIAL COMPLETION PAYMENT

44.1 The **Contractor** shall submit with the **Substantial Completion** requisition:

> 44.1.1 A final verified statement of any pending Article 27 disputes in accordance with the **PPB** Rules and this **Contract** and any and all alleged claims against the **City**, in any way connected with or arising out of this **Contract** (including those as to which details may have been furnished pursuant to Articles 11, 27, 28, and 30) setting forth with respect to each such claim the total amount thereof, the various items of labor and materials included therein, and the alleged value of each item; and if the alleged claim be one for delay, the alleged cause of each such delay, the period or periods of time, giving the dates when the

Contractor claims the performance of the **Work** or a particular part thereof was delayed, and an itemized statement and breakdown of the amount claimed for each such delay.

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

44.1.2 A **Final Approved Punch List**.

44.1.3 Where required, a request for an extension of time to achieve **Substantial Completion** or final extension of time.

44.2 The **Commissioner** shall issue a voucher calling for payment of any part or all of the balance due for **Work** performed under the **Contract**, including monies retained under Article 21, less any and all deductions authorized to be made by the **Commissioner**, under this **Contract** or by **Law**, and less twice the amount the **Commissioner** considers necessary to ensure the completion of the balance of the **Work** by the **Contractor**. Such a payment shall be considered a partial and not a final payment. No **Substantial Completion** payment shall be made under this Article 44 where the **Contractor** failed to complete the **Work** within the time fixed for such completion in the Schedule A of the General Conditions, or within the time to which completion may have been extended, until an extension or extensions of time for the completion of **Work** have been acted upon pursuant to Article 13.

44.3 No further partial payments shall be made to the **Contractor** after **Substantial Completion**, except the **Substantial Completion** payment and payment pursuant to any **Contractor's** requisition that were properly filed with the **Commissioner** prior to the date of **Substantial Completion**; however, the **Commissioner** may grant a waiver for further partial payments after the date of **Substantial Completion** to permit payments for change order **Work** and/or release of retainage and deposits pursuant to Articles 21 and 24. Such waiver shall be in writing.

44.4 The **Contractor** acknowledges that nothing contained in this Article 44 is intended to or shall in any way diminish the force and effect of Article 13.

ARTICLE 45. FINAL PAYMENT

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

45.2 Amended Verified Statement of Claims: The **Contractor** shall also submit with the final requisition any amendments to the final verified statement of any pending dispute resolution procedures in accordance with the **PPB** Rules and this **Contract** and any and all alleged claims against the **City**, in any way connected with or arising out of this **Contract** (including those as to which details may have been furnished pursuant to Articles 11, 27, 28, and 30) that have occurred subsequent to **Substantial Completion**, setting forth with respect to each such claim the total amount thereof, the various items of labor and materials included therein, and the alleged value of each such item; and if the alleged claim be one for delay, the alleged cause of each such delay, the period or periods of time, giving the dates when the **Contractor** claims the performance of the **Work** or a particular part thereof was delayed, and an itemized statement and breakdown of the amount claimed for each such delay. With reference to each such claim, the **Commissioner**, the **Comptroller** and, in the event of litigation, the **City** Corporation Counsel shall have the same right to inspect, and to make extracts or copies of, the **Contractor's** books, vouchers, records, etc., as is referred to in Articles 11, 27, 28, and 30. Nothing contained in this Article 45.2, is intended to or shall relieve the **Contractor** from the obligation of complying strictly with Articles 11, 27, 28, and 30. The **Contractor** is warned that unless such claims are completely set forth as herein required, the **Contractor**, upon acceptance of the Final Payment pursuant to Article 46, will have waived any such claims.

45.3 Preparation of Final Voucher: Upon determining the balance due hereunder other than on account of claims, the **Engineer** will prepare and certify, for the Commissioner's approval, a voucher for final payment in that amount less any and all deductions authorized to be made by the **Commissioner** under this **Contract** or by **Law**. In the case of a lump sum **Contract**, the **Commissioner** shall certify the voucher for final payment within thirty (30) **Days** from the date of completion and acceptance of the **Work**, provided all requests for extensions of time have been acted upon.

45.3.1 All prior certificates and vouchers upon which partial payments were made, being merely estimates made to enable the **Contractor** to prosecute the **Work** more advantageously, shall be subject to correction in the final voucher, and the certification of the **Engineer** thereon and the approval of the **Commissioner** thereof, shall be conditions precedent to the right of the **Contractor** to receive any money hereunder. Such final voucher shall be binding and conclusive upon the **Contractor**.

45.3.2 Payment pursuant to such final voucher, less any deductions authorized to be made by the **Commissioner** under this **Contract** or by **Law**, shall constitute the final payment, and shall be made by the **Comptroller** within thirty (30) **Days** after the filing of such voucher in his/her office.

45.4 The **Contractor** acknowledges that nothing contained in this Article 45 is intended to or shall in any way diminish the force and effect of Article 13.

ARTICLE 46. ACCEPTANCE OF FINAL PAYMENT

46.1 The acceptance by the **Contractor**, or by anyone claiming by or through it, of the final payment, whether such payment be made pursuant to any judgment of any court, or otherwise, shall constitute and operate as a release of the **City** from any and all claims of and liability to the **Contractor** for anything heretofore done or furnished for the **Contractor** relating to or arising out of this **Contract** and the **Work** done hereunder, and for any prior act, neglect or default on the part of the **City** or any of its officials, agents or employees, excepting only a claim against the **City** for the amounts deducted or retained in accordance with the terms and provisions of this **Contract** or by **Law**, and excepting any claims, not otherwise waived, or any pending dispute resolution procedures which are contained in the

verified statement filed with the **Contractor's** substantial and final requisitions pursuant to Articles 44 and 45.

46.2 The **Contractor** is warned that the execution by it of a release, in connection with the acceptance of the final payment, containing language purporting to reserve claims other than those herein specifically excepted from the operation of this Article 46, or those for amounts deducted by the **Commissioner** from the final requisition or from the final payment as certified by the **Engineer** and approved by the **Commissioner**, shall not be effective to reserve such claims, anything stated to the **Contractor** orally or in writing by any official, agent or employee of the **City** to the contrary notwithstanding.

46.3 Should the **Contractor** refuse to accept the final payment as tendered by the **Comptroller**, it shall constitute a waiver of any right to interest thereon.

46.4 The **Contractor**, however, shall not be barred by this Article 46 from commencing an action for breach of **Contract** to the extent permitted by **Law** and by the terms of the **Contract** for any claims that are contained in the verified statement filed with the **Contractor's** substantial and final requisitions pursuant to Articles 44 and 45 or that arose after submission of the final payment requisition, provided that a detailed and verified statement of claim is served upon the contracting **Agency** and **Comptroller** not later than forty (40) **Days** after the making of such final payment by electronic funds transfer (EFT) or the mailing of such final payment. The statement shall specify the items upon which the claim will be based and any such claim shall be limited to such items.

ARTICLE 47. APPROVAL BY PUBLIC DESIGN COMMISSION

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

CHAPTER X: CONTRACTOR'S DEFAULT

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

48.1 In addition to those instances specifically referred to in other Articles herein, the **Commissioner** shall have the right to declare the **Contractor** in default of this **Contract** if:

48.1.1 The **Contractor** fails to commence **Work** when notified to do so by the **Commissioner**; or if

48.1.2 The **Contractor** shall abandon the **Work**; or if

48.1.3 The **Contractor** shall refuse to proceed with the **Work** when and as directed by the **Commissioner**; or if

48.1.4 The **Contractor** shall, without just cause, reduce its working force to a number which, if maintained, would be insufficient, in the opinion of the **Commissioner**, to complete the **Work** in accordance with the progress schedule; or if

48.1.5 The **Contractor** shall fail or refuse to increase sufficiently such working force when ordered to do so by the **Commissioner**; or if

48.1.6 The **Contractor** shall sublet, assign, transfer, convert or otherwise dispose of this **Contract** other than as herein specified; or sell or assign a majority interest in the **Contractor**; or if

48.1.7 The **Contractor** fails to secure and maintain all required insurance; or if

48.1.8 A receiver or receivers are appointed to take charge of the **Contractor's** property or affairs; or if

48.1.9 The **Commissioner** shall be of the opinion that the **Contractor** is or has been unnecessarily or unreasonably or willfully delaying the performance and completion of the **Work**, or the award of necessary subcontracts, or the placing of necessary material and equipment orders; or if

48.1.10 The **Commissioner** shall be of the opinion that the **Contractor** is or has been willfully or in bad faith violating any of the provisions of this **Contract**; or if

48.1.11 The **Commissioner** shall be of the opinion that the **Work** cannot be completed within the time herein provided therefor or within the time to which such completion may have been extended; provided, however, that the impossibility of timely completion is, in the **Commissioner's** opinion, attributable to conditions within the **Contractor's** control; or if

48.1.12 The **Work** is not completed within the time herein provided therefor or within the time to which the **Contractor** may be entitled to have such completion extended; or if

48.1.13 Any statement or representation of the **Contractor** in the **Contract** or in any document submitted by the **Contractor** with respect to the **Work**, the **Project**, or the **Contract** (or for purposes of securing the **Contract**) was untrue or incorrect when made; or if

48.1.14 The **Contractor** or any of its officers, directors, partners, five (5%) percent shareholders, principals, or other persons substantially involved in its activities, commits any of the acts or omissions specified as the grounds for debarment in the **PPB** Rules.

48.2 Before the **Commissioner** shall exercise his/her right to declare the **Contractor** in default, the **Commissioner** shall give the **Contractor** an opportunity to be heard, upon not less than two (2) **Days**' notice.

ARTICLE 49. EXERCISE OF THE RIGHT TO DECLARE DEFAULT

49.1 The right to declare the **Contractor** in default for any of the grounds specified or referred to in Article 48 shall be exercised by sending the **Contractor** a notice, signed by the **Commissioner**, setting forth the ground or grounds upon which such default is declared (hereinafter referred to as a "Notice of Default").

49.2 The **Commissioner's** determination that the **Contractor** is in default shall be conclusive, final, and binding on the parties and such a finding shall preclude the **Contractor** from commencing a plenary action for any damages relating to the **Contract**. If the **Contractor** protests the determination of the **Commissioner**, the **Contractor** may commence an action in a court of competent jurisdiction of the State of New York under Article 78 of the New York Civil Practice Law and Rules.

ARTICLE 50. QUITTING THE SITE

50.1 Upon receipt of such notice the **Contractor** shall immediately discontinue all further operations under this **Contract** and shall immediately quit the **Site**, leaving untouched all plant, materials, equipment, tools, and supplies then on the **Site**.

ARTICLE 51. COMPLETION OF THE WORK

51.1 The **Commissioner**, after declaring the **Contractor** in default, may then have the **Work** completed by such means and in such manner, by contract with or without public letting, or otherwise, as he/she may deem advisable, utilizing for such purpose such of the **Contractor's** plant, materials, equipment, tools, and supplies remaining on the **Site**, and also such **Subcontractors**, as he/she may deem advisable.

51.2 After such completion, the **Commissioner** shall make a certificate stating the expense incurred in such completion, which shall include the cost of re-letting and also the total amount of liquidated damages (at the rate provided for in the **Contract**) from the date when the **Work** should have been completed by the **Contractor** in accordance with the terms hereof to the date of actual completion of the **Work**. Such certificate shall be binding and conclusive upon the **Contractor**, its sureties, and any person claiming under the **Contractor**, as to the amount thereof.

51.3 The expense of such completion, including any and all related and incidental costs, as so certified by the **Commissioner**, and any liquidated damages assessed against the **Contractor**, shall be charged against and deducted out of monies which are earned by the **Contractor** prior to the date of default. Should the expense of such completion, as certified by the **Commissioner**, exceed the total sum which would have been payable under the **Contract** if it had been completed by the **Contractor**, any excess shall be paid by the **Contractor**.

ARTICLE 52. PARTIAL DEFAULT

52.1 In case the **Commissioner** shall declare the **Contractor** in default as to a part of the **Work** only, the **Contractor** shall discontinue such part, shall continue performing the remainder of the **Work** in strict conformity with the terms of this **Contract**, and shall in no way hinder or interfere with any **Other Contractor(s)** or persons whom the **Commissioner** may engage to complete the **Work** as to which the **Contractor** was declared in default.

52.2 The provisions of this Chapter relating to declaring the **Contractor** in default as to the entire **Work** shall be equally applicable to a declaration of partial default, except that the **Commissioner** shall be entitled to utilize for completion of the part of the **Work** as to which the **Contractor** was declared in default only such plant, materials, equipment, tools, and supplies as had been previously used by the **Contractor** on such part.

ARTICLE 53. PERFORMANCE OF UNCOMPLETED WORK

53.1 In completing the whole or any part of the **Work** under the provisions of this Chapter X, the **Commissioner** shall have the power to depart from or change or vary the terms and provisions of this **Contract**, provided, however, that such departure, change or variation is made for the purpose of reducing the time or expense of such completion. Such departure, change or variation, even to the extent of accepting a lesser or different performance, shall not affect the conclusiveness of the **Commissioner's** certificate of the cost of completion referred to in Article 51, nor shall it constitute a defense to an action to recover the amount by which such certificate exceeds the amount which would have been payable to the **Contractor** hereunder but for its default.

ARTICLE 54. OTHER REMEDIES

54.1 In addition to the right to declare the **Contractor** in default pursuant to this Chapter X, the **Commissioner** shall have the absolute right, in his/her sole discretion and without a hearing, to complete or cause to be completed in the same manner as described in Articles 51 and 53, any or all unsatisfactory or uncompleted punch list **Work** that remains after the completion date specified in the **Final Approved Punch List**. A written notice of the exercise of this right shall be sent to the **Contractor** who shall immediately quit the **Site** in accordance with the provisions of Article 50.

54.2 The expense of completion permitted under Article 54.1, including any and all related and incidental costs, as so certified by the **Commissioner**, shall be charged against and deducted out of monies which have been earned by the **Contractor** prior to the date of the exercise of the right set forth in Article 54.1; the balance of such monies, if any, subject to the other provisions of this **Contract**, to be paid to the **Contractor** without interest after such completion. Should the expense of such completion, as certified by the **Commissioner**, exceed the total sum which would have been payable under the **Contract** if it had been completed by the **Contractor**, any excess shall be paid by the **Contractor**.

54.3 The previous provisions of this Chapter X shall be in addition to any and all other remedies available under **Law** or in equity.

54.4 The exercise by the **City** of any remedy set forth herein shall not be deemed a waiver by the **City** of any other legal or equitable remedy contained in this **Contract** or provided under **Law**.

CHAPTER XI: MISCELLANEOUS PROVISIONS

ARTICLE 55. CONTRACTOR'S WARRANTIES

55.1 In consideration of, and to induce, the award of this **Contract** to the **Contractor**, the **Contractor** represents and warrants:

55.1.1 That it is financially solvent, sufficiently experienced and competent to perform the **Work**; and

55.1.2 That the facts stated in its bid and the information given by it pursuant to the Information for Bidders is true and correct in all respects; and

55.1.3 That it has read and complied with all requirements set forth in the **Contract**.

ARTICLE 56. CLAIMS AND ACTIONS THEREON

56.1 Any claim, that is not subject to dispute resolution under the **PPB** Rules or this **Contract**, against the **City** for damages for breach of **Contract** shall not be made or asserted in any action, unless the **Contractor** shall have strictly complied with all requirements relating to the giving of notice and of information with respect to such claims, as herein before provided.

56.2 Nor shall any action be instituted or maintained on any such claims unless such action is commenced within six (6) months after **Substantial Completion**; except that:

56.2.1 Any claims arising out of events occurring after **Substantial Completion** and before **Final Acceptance** of the **Work** shall be asserted within six (6) months of **Final Acceptance** of the **Work**;

56.2.2 If the **Commissioner** exercises his/her right to complete or cause to complete any or all unsatisfactory or uncompleted punch list **Work** that remains after the completion date specified in the **Final Approved Punch List** pursuant to Article 54, any such action shall be commenced within six (6) months from the date the **Commissioner** notifies the **Contractor** in writing that he/she has exercised such right. Any claims for monies deducted, retained or withheld under the provisions of this **Contract** shall be asserted within six (6) months after the date when such monies otherwise become due and payable hereunder; and

56.2.3 If the **Commissioner** exercises his/her right to terminate the **Contract** pursuant to Article 64, any such action shall be commenced within six (6) months of the date the **Commissioner** exercises said right.

ARTICLE 57. INFRINGEMENT

57.1 The **Contractor** shall be solely responsible for and shall defend, indemnify, and hold the **City** harmless from any and all claims (even if the allegations of the lawsuit are without merit) and judgments for damages and from costs and expenses to which the **City** may be subject to or which it may suffer or incur allegedly arising out of or in connection with any infringement by the **Contractor** of any copyright, trade secrets, trademark or patent rights or any other property or personal right of any third party by the **Contractor** and/or its **Subcontractors** in the performance or completion of the **Work**. Insofar as the facts or **Law** relating to any claim would preclude the **City** from being completely indemnified by the **Contractor**, the **City** shall be partially indemnified by the **Contractor** to the fullest extent permitted by **Law**.

ARTICLE 58. NO CLAIM AGAINST OFFICIALS, AGENTS OR EMPLOYEES

58.1 No claim whatsoever shall be made by the **Contractor** against any official, agent or employee of the **City** for, or on account of, anything done or omitted to be done in connection with this **Contract**.

ARTICLE 59. SERVICE OF NOTICES

59.1 The **Contractor** hereby designates the business address, fax number, and email address specified in its bid, as the place where all notices, directions or other communications to the **Contractor** may be delivered, or to which they may be mailed. Any notice, direction, or communication from either party to the other shall be in writing and shall be deemed to have been given when (i) delivered personally; (ii) sent by certified mail, return receipt requested; (iii) delivered by overnight or same day courier service in a properly addressed envelope with confirmation; or (iv) sent by fax or email and, unless receipt of the fax or e-mail is acknowledged by the recipient by fax or e-mail, deposited in a post office box regularly maintained by the United States Postal Service in a properly addressed, postage pre-paid envelope.

59.2 **Contractor's** notice address, email address, or fax number may be changed at any time by an instrument in writing, executed and acknowledged by the **Contractor**, and delivered to the **Commissioner**.

59.3 Nothing herein contained shall, however, be deemed to preclude or render inoperative the service of any notice, direction or other communication upon the **Contractor** personally, or, if the **Contractor** is a corporation, upon any officer thereof.

ARTICLE 60. UNLAWFUL PROVISIONS DEEMED STRICKEN FROM CONTRACT

60.1 If this **Contract** contains any unlawful provision not an essential part of the **Contract** and which shall not appear to have been a controlling or material inducement to the making thereof, the same shall be deemed of no effect and shall, upon notice by either party, be deemed stricken from the **Contract** without affecting the binding force of the remainder.

ARTICLE 61. ALL LEGAL PROVISIONS DEEMED INCLUDED

61.1 It is the intent and understanding of the parties to this **Contract** that each and every provision of **Law** required to be inserted in this **Contract** shall be and is inserted herein. Furthermore, it is hereby stipulated that every such provision is to be deemed to be inserted herein, and if, through mistake or otherwise, any such provision is not inserted, or is not inserted in correct form, then this **Contract** shall forthwith upon the application of either party be amended by such insertion so as to comply strictly with the **Law** and without prejudice to the rights of either party hereunder.

ARTICLE 62. TAX EXEMPTION

62.1 The **City** is exempt from payment of Federal, State, and local taxes, including sales and compensating use taxes of the State of New York and its cities and counties on all tangible personal property sold to the **City** pursuant to the provisions of this **Contract**. These taxes are not to be included in bids. However, this exemption does not apply to tools, machinery, equipment or other property leased by or to the **Contractor**, **Subcontractor** or **Materialman** or to tangible personal property which, even

though it is consumed, is not incorporated into the completed **Work** (consumable supplies) and tangible personal property that the **Contractor** is required to remove from the **Site** during or upon completion of the **Work**. The **Contractor** and its **Subcontractors** and **Materialmen** shall be responsible for and pay any and all applicable taxes, including sales and compensating use taxes, on such leased tools, machinery, equipment or other property and upon all such consumable supplies and tangible personal property that the **Contractor** is required to remove from the **Site** during or upon completion of the **Work**.

62.2 The **Contractor** agrees to sell and the **City** agrees to purchase all tangible personal property, other than consumable supplies and other tangible personal property that the **Contractor** is required to remove from the **Site** during or upon completion of the **Work**, that is required, necessary or proper for or incidental to the construction of the **Project** covered by this **Contract**. The sum paid under this **Contract** for such tangible personal property shall be in full payment and consideration for the sale of such tangible personal property.

62.2.1 The **Contractor** agrees to construct the **Project** and to perform all **Work**, labor and services rendered, necessary, proper or incidental thereto for the sum shown in the bid for the performance of such **Work**, labor, and services, and the sum so paid pursuant to this **Contract** for such **Work**, labor, and services, shall be in full consideration for the performance by the **Contractor** of all its duties and obligations under this **Contract** in connection with said **Work,** labor, and services.

62.3 20 NYCRR Section 541.3(d) provides that a **Contractor**'s purchases of tangible personal property that is either incorporated into real property owned by a governmental entity or purchased for and sold to a governmental entity are exempt from sales and use tax. The **City** shall not pay sales tax for any such tangible personal property that it purchases from the **Contractor** pursuant to the **Contract.** With respect to such tangible personal property, the **Contractor**, at the request of the **City**, shall furnish to the **City** such bills of sale and other instruments as may be required by the **City**, properly executed, acknowledged and delivered assuring to the **City** title to such tangible personal property, free of liens and/or encumbrances, and the **Contractor** shall mark or otherwise identify all such tangible personal property as the property of the **City**.

62.4 Title to all tangible personal property to be sold by the **Contractor** to the **City** pursuant to the provisions of the **Contract** shall immediately vest in and become the sole property of the **City** upon delivery of such tangible personal property to the **Site**. Notwithstanding such transfer of title, the **Contractor** shall have the full and continuing responsibility to install such tangible personal property in accordance with the provisions of this **Contract**, protect it, maintain it in a proper condition and forthwith repair, replace and make good any damage thereto, theft or disappearance thereof, and furnish additional tangible personal property in place of any that may be lost, stolen or rendered unusable, without cost to the **City**, until such time as the **Work** covered by the **Contract** is fully accepted by the **City**. Such transfer of title shall in no way affect any of the **Contractor's** obligations hereunder. In the event that, after title has passed to the **City**, any of the tangible personal property is rejected as being defective or otherwise unsatisfactory, title to all such tangible personal property shall be deemed to have been transferred back to the **Contractor**.

62.5 The purchase by **Subcontractors** or **Materialmen** of tangible personal property to be sold hereunder shall be a purchase or procurement for resale to the **Contractor** (either directly or through other **Subcontractors**) and therefore not subject to the aforesaid sales and compensating use taxes, provided that the subcontracts and purchase agreements provide for the resale of such tangible personal property and that such subcontracts and purchase agreements are in a form similar to this **Contract** with respect to the separation of the sale of consumable supplies and tangible personal property that the

Contractor is required to remove from the **Site** during or upon completion of the **Work** from the **Work** and labor, services, and any other matters to be provided, and provided further that the subcontracts and purchase agreements provide separate prices for tangible personal property and all other services and matters. Such separation shall actually be followed in practice, including the separation of payments for tangible personal property from the payments for other **Work** and labor and other things to be provided.

62.6 The **Contractor** and its **Subcontractors** and **Materialmen** shall furnish a **Contractor** Exempt Purchase Certificate to all persons, firms or corporations from which they purchase tangible personal property for the performance of the **Work** covered by this **Contract**.

62.7 In the event any of the provisions of this Article 62 shall be deemed to be in conflict with any other provisions of this **Contract** or create any ambiguity, then the provisions of this Article 62 shall control.

ARTICLE 63. INVESTIGATION(S) CLAUSE

63.1 The parties to this **Contract** agree to cooperate fully and faithfully with any investigation, audit or inquiry conducted by a United States, a State of New York (State) or a **City** governmental agency or authority that is empowered directly or by designation to compel the attendance of witnesses and to examine witnesses under oath, or conducted by the Inspector General of a governmental agency that is a party in interest to the transaction, submitted bid, submitted proposal, contract, lease, permit or license that is the subject of the investigation, audit or inquiry.

63.2 If any person who has been advised that his/her statement, and any information from such statement, will not be used against him/her in any subsequent criminal proceeding refuses to testify before a grand jury or other governmental agency or authority empowered directly or by designation to compel the attendance of witnesses and to examine witnesses under oath concerning the award of or performance under any transaction, agreement, lease, permit, contract, or license entered into with the **City**, the State, or any political subdivision or public authority thereof, or the Port Authority of New York and New Jersey, or any local development corporation within the **City**, or any public benefit corporation organized under the **Laws** of the State of New York, or;

63.3 If any person refuses to testify for a reason other than the assertion of his/her privilege against self incrimination in an investigation, audit or inquiry conducted by a **City** or State governmental agency or authority empowered directly or by designation to compel the attendance of witnesses and to take testimony under oath, or by the Inspector General of the governmental agency that is a party in interest in, and is seeking testimony concerning the award of, or performance under any transaction, agreement, lease, permit, contract, or license entered into with the **City**, the State, or any political subdivision thereof or any local development corporation within the **City**, then;

63.4 The **Commissioner** whose **Agency** is a party in interest to the transaction, submitted bid, submitted proposal, contract, lease, permit, or license shall convene a hearing, upon not less than five (5) **Days**' written notice to the parties involved to determine if any penalties should attach for the failure of a person to testify.

63.5 If any non-governmental party to the hearing requests an adjournment, the **Commissioner** who convened the hearing may, upon granting the adjournment, suspend any contract, lease, permit, or license, pending the final determination pursuant to Article 63.7 without the **City** incurring any penalty or damages for delay or otherwise.

63.6 The penalties which may attach after a final determination by the **Commissioner** may include but shall not exceed:

63.6.1 The disqualification for a period not to exceed five (5) years from the date of an adverse determination for any person, or any entity of which such person was a member at the time the testimony was sought, from submitting bids for, or transacting business with, or entering into or obtaining any contract, lease, permit or license with or from the **City**; and/or

63.6.2 The cancellation or termination of any and all such existing **City** contracts, leases, permits or licenses that the refusal to testify concerns and that have not been assigned as permitted under this **Contract**, nor the proceeds of which pledged, to an unaffiliated and unrelated institutional lender for fair value prior to the issuance of the notice scheduling the hearing, without the **City** incurring any penalty or damages on account of such cancellation or termination; monies lawfully due for goods delivered, work done, rentals, or fees accrued prior to the cancellation or termination shall be paid by the **City**.

63.7 The **Commissioner** shall consider and address in reaching his/her determination and in assessing an appropriate penalty the factors in Articles 63.7.1 and 63.7.2. The **Commissioner** may also consider, if relevant and appropriate, the criteria established in Articles 63.7.3 and 63.7.4, in addition to any other information which may be relevant and appropriate:

63.7.1 The party's good faith endeavors or lack thereof to cooperate fully and faithfully with any governmental investigation or audit, including but not limited to the discipline, discharge, or disassociation of any person failing to testify, the production of accurate and complete books and records, and the forthcoming testimony of all other members, agents, assignees or fiduciaries whose testimony is sought.

63.7.2 The relationship of the person who refused to testify to any entity that is a party to the hearing, including but not limited to, whether the person whose testimony is sought has an ownership interest in the entity and/or the degree of authority and responsibility the person has within the entity.

63.7.3 The nexus of the testimony sought to the subject entity and its contracts, leases, permits or licenses with the **City**.

63.7.4 The effect a penalty may have on an unaffiliated and unrelated party or entity that has a significant interest in an entity subject to penalties under Article 63.6, provided that the party or entity has given actual notice to the **Commissioner** upon the acquisition of the interest, or at the hearing called for in Article 63.4, gives notice and proves that such interest was previously acquired. Under either circumstance the party or entity shall present evidence at the hearing demonstrating the potential adverse impact a penalty will have on such person or entity.

63.8 Definitions:

63.8.1 The term "license" or "permit" as used in this Article 63 shall be defined as a license, permit, franchise or concession not granted as a matter of right.

63.8.2 The term "person" as used in this Article 63 shall be defined as any natural person doing business alone or associated with another person or entity as a partner, director, officer, principal or employee.

63.8.3 The term "entity" as used in this Article 63 shall be defined as any firm, partnership, corporation, association, joint venture, or person that receives monies, benefits, licenses, leases, or permits from or through the **City** or otherwise transacts business with the **City**.

63.8.4 The term "member" as used in this Article 63 shall be defined as any person associated with another person or entity as a partner, director, officer, principal or employee.

63.9 In addition to and notwithstanding any other provision of this **Contract**, the **Commissioner** may in his/her sole discretion terminate this **Contract** upon not less than three (3) **Days'** written notice in the event the **Contractor** fails to promptly report in writing to the **Commissioner** of the Department of Investigations ("DOI") of the **City** any solicitation of money, goods, requests for future employment or other benefit or thing of value, by or on behalf of any employee of the **City** or other person, firm, corporation or entity for any purpose which may be related to the procurement or obtaining of this **Contract** by the **Contractor**, or affecting the performance of this **Contract**.

ARTICLE 64. TERMINATION BY THE CITY

64.1 In addition to termination pursuant to any other article of this **Contract**, the **Commissioner** may, at any time, terminate this **Contract** by written notice to the **Contractor**. In the event of termination, the **Contractor** shall, upon receipt of such notice, unless otherwise directed by the **Commissioner**:

64.1.1 Stop **Work** on the date specified in the notice;

64.1.2 Take such action as may be necessary for the protection and preservation of the **City's** materials and property;

64.1.3 Cancel all cancelable orders for material and equipment;

64.1.4 Assign to the **City** and deliver to the **Site** or another location designated by the **Commissioner**, any non-cancelable orders for material and equipment that is not capable of use except in the performance of this **Contract** and has been specifically fabricated for the sole purpose of this **Contract** and not incorporated in the **Work**;

64.1.5 Take no action which will increase the amounts payable by the **City** under this **Contract**.

64.2 In the event of termination by the **City** pursuant to this Article 64, payment to the **Contractor** shall be in accordance with Articles 64.2.1, 64.2.2 or 64.2.3, to the extent that each respective article applies.

64.2.1 Lump Sum Contracts or Items: On all lump sum **Contracts**, or on lump sum items in a **Contract**, the **City** will pay the **Contractor** the sum of the amounts described in Articles 64.2.1(a) and 64.2.1(b), less all payments previously made pursuant to this **Contract**. On lump sum **Contracts** only, the **City** will also pay the **Contractor** an additional sum as provided in Article 64.2.1(c).

64.2.1(a) For **Work** completed prior to the notice of termination, the **Contractor** shall be paid a pro rata portion of the lump sum bid amount, plus approved change orders, based upon the percent completion of the **Work**, as determined by the

Commissioner. For the purpose of determining the pro rata portion of the lump sum bid amount to which the **Contractor** is entitled, the bid breakdown submitted in accordance with Article 41 shall be considered, but shall not be dispositive. The **Commissioner's** determination hereunder shall be final, binding, and conclusive.

64.2.1(b) For non-cancelable material and equipment that is not capable of use except in the performance of this **Contract** and has been specifically fabricated for the sole purpose of this **Contract**, but not yet incorporated in the **Work**, the **Contractor** shall be paid the lesser of the following, less salvage value:

64.2.1(b)(i) The Direct Cost, as defined in Article 64.2.4; or

64.2.1(b)(ii) The fair and reasonable value, if less than Direct Cost, of such material and equipment, plus necessary and reasonable delivery costs.

64.2.1(b)(iii) In addition, the **Contractor** shall be paid five (5%) percent of the amount described in Article 64.2.1(b)(i) or Article 64.2.1(b)(ii), whichever applies.

64.2.1(c) Except as otherwise provided in Article 64.2.1(d), on all lump sum **Contracts**, the **Contractor** shall be paid the percentage indicated below applied to the difference between the total lump sum bid amount and the total of all payments made prior to the notice of termination plus all payments allowed pursuant to Articles 64.2.1(a) and 64.2.1(b):

64.2.1(c)(i) Five (5%) percent of the first five million ($5,000,000) dollars; and

64.2.1(c)(ii) Three (3%) percent of any amount between five million ($5,000,000) dollars and fifteen million ($15,000,000) dollars; plus

64.2.1(c)(iii) One (1%) percent of any amount over fifteen million ($15,000,000) dollars.

64.2.1(d) In the event the **City** terminates a lump sum **Contract** pursuant to this Article 64 within ninety (90) **Days** after registration of the **Contract** with the **Comptroller**, the **Contractor** shall be paid one (1%) percent of the difference between the lump sum bid amount and the total of all payments made pursuant to this Article 64.2.

64.2.2 Unit Price Contracts or Items: On all unit price **Contracts**, or on unit price items in a **Contract**, the **City** will pay the **Contractor** the sum of the amounts described in Articles 64.2.2(a) and 64.2.2(b), less all payments previously made pursuant to this **Contract**:

64.2.2(a) For all completed units, the unit price stated in the **Contract**, and

64.2.2(b) For units that have been ordered but are only partially completed, the **Contractor** will be paid:

64.2.2(b)(i) A pro rata portion of the unit price stated in the **Contract** based upon the percent completion of the unit and

64.2.2(b)(ii) For non-cancelable material and equipment, payment will be made pursuant to Article 64.2.1(b).

64.2.3 Time and Materials Contracts or Items Based on Time and Material Records: On all **Contracts** or items in a **Contract** where payment for the **Work** is based on time and material records, the **Contractor** shall be paid in accordance with Article 26, less all payments previously made pursuant to this **Contract**.

64.2.4 Direct Costs: Direct Costs as used in this Article 64.2 shall mean:

64.2.4(a) The actual purchase price of material and equipment, plus necessary and reasonable delivery costs,

64.2.4(b) The actual cost of labor involved in construction and installation at the **Site**, and

64.2.4(c) The actual cost of necessary bonds and insurance purchased pursuant to requirements of this **Contract** less any amounts that have been or should be refunded by the **Contractor's** sureties or insurance carriers.

64.2.4(d) Direct Costs shall not include overhead.

64.3 In no event shall any payments under this Article 64 exceed the **Contract** price for such items.

64.4 All payments pursuant to Article 64 shall be in the nature of liquidated damages and shall be accepted by the **Contractor** in full satisfaction of all claims against the **City**.

64.5 The **City** may deduct or set off against any sums due and payable pursuant to this Article 64, any deductions authorized by this **Contract** or by **Law** (including but not limited to liquidated damages) and any claims it may have against the **Contractor**. The **City's** exercise of the right to terminate the **Contract** pursuant to this Article 64 shall not impair or otherwise effect the **City's** right to assert any claims it may have against the **Contractor** in a plenary action.

64.6 Where the **Work** covered by the **Contract** has been substantially completed, as determined in writing by the **Commissioner**, termination of the **Work** shall be handled as an omission of **Work** pursuant to Articles 29 and 33, in which case a change order will be issued to reflect an appropriate reduction in the **Contract** sum, or if the amount is determined after final payment, such amount shall be paid by the **Contractor**.

ARTICLE 65. CHOICE OF LAW, CONSENT TO JURISDICTION AND VENUE

65.1 This **Contract** shall be deemed to be executed in the **City** regardless of the domicile of the **Contractor**, and shall be governed by and construed in accordance with the **Laws** of the State of New York and the **Laws** of the United States, where applicable.

65.2 The parties agree that any and all claims asserted against the **City** arising under this **Contract** or related thereto shall be heard and determined in the courts of the State of New York ("New York State Courts") located in the **City** and County of New York. To effect this **Contract** and intent, the **Contractor** agrees:

65.2.1 If the **City** initiates any action against the **Contractor** in Federal court or in a New York State Court, service of process may be made on the **Contractor** either in person, wherever such **Contractor** may be found, or by registered mail addressed to the **Contractor** at its address as set forth in this **Contract**, or to such other address as the **Contractor** may provide to the **City** in writing; and

65.2.2 With respect to any action between the **City** and the **Contractor** in a New York State Court, the **Contractor** hereby expressly waives and relinquishes any rights it might otherwise have:

65.2.2(a) To move to dismiss on grounds of forum non conveniens;

65.2.2(b) To remove to Federal Court; and

65.2.2(c) To move for a change of venue to a New York State Court outside New York County.

65.2.3 With respect to any action brought by the **City** against the **Contractor** in a Federal Court located in the **City**, the **Contractor** expressly waives and relinquishes any right it might otherwise have to move to transfer the action to a Federal Court outside the **City**.

65.2.4 If the **Contractor** commences any action against the **City** in a court located other than in the **City** and County of New York, upon request of the **City**, the **Contractor** shall either consent to a transfer of the action to a New York State Court of competent jurisdiction located in the **City** and County of New York or, if the Court where the action is initially brought will not or cannot transfer the action, the **Contractor** shall consent to dismiss such action without prejudice and may thereafter reinstate the action in a New York State Court of competent jurisdiction in New York County.

65.3 If any provision(s) of this Article 65 is held unenforceable for any reason, each and all other provision(s) shall nevertheless remain in full force and effect.

ARTICLE 66. PARTICIPATION IN AN INTERNATIONAL BOYCOTT

66.1 The **Contractor** agrees that neither the **Contractor** nor any substantially owned affiliated company is participating or shall participate in an international boycott in violation of the provisions of the Federal Export Administration Act of 1979, as amended, or the regulations of the United States Department of Commerce (Commerce Department) promulgated thereunder.

66.2 Upon the final determination by the Commerce Department or any other agency of the United States as to, or conviction of the **Contractor** or a substantially-owned affiliated company thereof for participation in an international boycott in violation of the provisions of the Export Administration Act of 1979, as amended, or the regulations promulgated thereunder, the **Comptroller** may, at his/her option, render forfeit and void this **Contract**.

66.3 The **Contractor** shall comply in all respects, with the provisions of Section 6-114 of the Administrative Code and the rules and regulations issued by the **Comptroller** thereunder.

ARTICLE 67. LOCALLY BASED ENTERPRISE PROGRAM

67.1 This **Contract** is subject to the requirements of Section 6-108.1 of the Administrative Code and regulations promulgated thereunder. No construction contract shall be awarded unless and until these requirements have been complied with in their entirety; however, compliance with this Article 67 is not required if the Agency sets Subcontractor Participation Goals for Minority- and Women-Owned Business Enterprises (M/WBEs).

67.2 Unless specifically waived by the **Commissioner** with the approval of the Division of Economic and Financial Opportunity of the **City** Department of Business Services, if any portion of the **Contract** is subcontracted, not less than ten (10%) percent of the total dollar amount of the **Contract** shall be awarded to locally based enterprises (LBEs); except that where less than ten (10%) percent of the total dollar amount of the **Contract** is subcontracted, such lesser percentage shall be so awarded.

67.3 The **Contractor** shall not require performance and payment bonds from LBE **Subcontractors**.

67.4 If the **Contractor** has indicated prior to award that no **Work** will be subcontracted, no **Work** shall be subcontracted without the prior approval of the **Commissioner**, which shall be granted only if the **Contractor** makes a good faith effort beginning at least six (6) weeks before the **Work** is to be performed to obtain LBE **Subcontractors** to perform the **Work**.

67.5 If the **Contractor** has not identified sufficient LBE **Subcontractors** prior to award, it shall sign a letter of compliance stating that it complies with Section 6-108.1 of the Administrative Code, recognizes that achieving the LBE requirement is a condition of its **Contract**, and shall submit documentation demonstrating its good faith efforts to obtain LBEs. After award, the **Contractor** shall begin to solicit LBE's to perform subcontracted **Work** at least six (6) weeks before the date such **Work** is to be performed and shall demonstrate that a good faith effort has been made to obtain LBEs on each subcontract until it meets the required percentage.

67.6 Failure of the **Contractor** to comply with the requirements of Section 6-108.1 of the Administrative Code and the regulations promulgated thereunder shall constitute a material breach of this **Contract**. Remedy for such breach may include the imposition of any or all of the following sanctions:

67.6.1 Reducing the **Contractor's** compensation by an amount equal to the dollar value of the percentage of the LBE subcontracting requirement not complied with;

67.6.2 Declaring the **Contractor** in default;

67.6.3 If the **Contractor** is an LBE, de-certifying and declaring the **Contractor** ineligible to participate in the LBE program for a period of up to three (3) years.

ARTICLE 68. ANTITRUST

68.1 The **Contractor** hereby assigns, sells, and transfers to the **City** all right, title, and interest in and to any claims and causes of action arising under the antitrust **Laws** of New York State or of the United States relating to the particular goods or services purchased or procured by the **City** under this **Contract**.

ARTICLE 69. MacBRIDE PRINCIPLES PROVISIONS

69.1 Notice To All Prospective **Contractors**:

69.1.1 Local Law No. 34 of 1991 became effective on September 10, 1991 and added Section 6-115.1 of the Administrative Code. The local **Law** provides for certain restrictions on **City Contracts** to express the opposition of the people of the **City** to employment discrimination practices in Northern Ireland to promote freedom of work-place opportunity.

69.1.2 Pursuant to Section 6-115.1, prospective **Contractors** for **Contracts** to provide goods or services involving an expenditure of an amount greater than ten thousand ($10,000.) dollars, or for construction involving an amount greater than fifteen thousand ($15,000.) dollars, are asked to sign a rider in which they covenant and represent, as a material condition of their **Contract**, that any business operations in Northern Ireland conducted by the **Contractor** and any individual or legal entity in which the **Contractor** holds a ten (10%) percent or greater ownership interest in the **Contractor** will be conducted in accordance with the MacBride Principles of nondiscrimination in employment.

69.1.3 Prospective **Contractors** are not required to agree to these conditions. However, in the case of **Contracts** let by competitive sealed bidding, whenever the lowest responsible bidder has not agreed to stipulate to the conditions set forth in this notice and another bidder who has agreed to stipulate to such conditions has submitted a bid within five (5%) percent of the lowest responsible bid for a **Contract** to supply goods, services or contraction of comparable quality, the **Agency** shall refer such bids to the Mayor, the Speaker or other officials, as appropriate, who may determine, in accordance with applicable **Law**, that it is in the best interest of the **City** that the **Contract** be awarded to other than the lowest responsible pursuant to Section 313(b)(2) of the **City** Charter.

69.1.4 In the case of **Contracts** let by other than competitive sealed bidding, if a prospective **Contractor** does not agree to these conditions, no **Agency**, elected official or the **City** Council shall award the **Contract** to that bidder unless the **Agency** seeking to use the goods, services or construction certifies in writing that the **Contract** is necessary for the **Agency** to perform its functions and there is no other responsible **Contractor** who will supply goods, services or construction of comparable quality at a comparable price.

69.2 In accordance with Section 6-115.1 of the Administrative Code, the **Contractor** stipulates that such **Contractor** and any individual or legal entity in which the **Contractor** holds a ten (10%) percent or greater ownership interest in the **Contractor** either:

69.2.1 Have no business operations in Northern Ireland, or

69.2.2 Shall take lawful steps in good faith to conduct any business operations they have in Northern Ireland in accordance with the MacBride Principles, and shall permit independent monitoring of their compliance with such principles.

69.3 For purposes of this Article, the following terms shall have the following meanings:

69.3.1 "MacBride Principles" shall mean those principles relating to nondiscrimination in employment and freedom of work-place opportunity which require employers doing business in Northern Ireland to:

69.3.1(a) increase the representation of individuals from under-represented religious groups in the workforce, including managerial, supervisory, administrative, clerical and technical jobs;

69.3.1(b) take steps to promote adequate security for the protection of employees from under-represented religious groups both at the work-place and while traveling to and from **Work**;

69.3.1(c) ban provocative religious or political emblems from the workplace;

69.3.1(d) publicly advertise all job openings and make special recruitment efforts to attract applicants from under-represented religious groups;

69.3.1(e) establish layoff, recall, and termination procedures which do not in practice favor a particular religious group;

69.3.1(f) abolish all job reservations, apprenticeship restrictions and different employment criteria which discriminate on the basis of religion;

69.3.1(g) develop training programs that will prepare substantial numbers of current employees from under-represented religious groups for skilled jobs, including the expansion of existing programs and the creation of new programs to train, upgrade, and improve the skills of workers from under-represented religious groups;

69.3.1(h) establish procedures to asses, identify, and actively recruit employees from under-represented religious groups with potential for further advancement; and

69.3.1(i) appoint a senior management staff member to oversee affirmative action efforts and develop a timetable to ensure their full implementation.

69.4 The **Contractor** agrees that the covenants and representations in Article 69.2 are material conditions to this **Contract**. In the event the **Agency** receives information that the **Contractor** who made the stipulation required by this Article 69 is in violation thereof, the **Agency** shall review such information and give the **Contractor** an opportunity to respond. If the **Agency** finds that a violation has occurred, the **Agency** shall have the right to declare the **Contractor** in default in default and/or terminate this **Contract** for cause and procure supplies, services or **Work** from another source in the manner the **Agency** deems proper. In the event of such termination, the **Contractor** shall pay to the **Agency**, or the **Agency** in its sole discretion may withhold from any amounts otherwise payable to the **Contractor**, the difference between the **Contract** price for the uncompleted portion of this **Contract** and the cost to the **Agency** of completing performance of this **Contract** either itself or by engaging another **Contractor** or **Contractors**. In the case of a requirement **Contract**, the **Contractor** shall be liable for such difference in price for the entire amount of supplies required by the **Agency** for the uncompleted term of **Contractor's Contract**. In the case of a construction **Contract**, the **Agency** shall also have the right to hold the **Contractor** in partial or total default in accordance with the default provisions of this **Contract**, and/or may seek debarment or suspension of the **Contractor**. The rights and remedies of the **Agency** hereunder shall be in addition to, and not in lieu of, any rights and remedies the **Agency** has pursuant to this **Contract** or by operation of **Law**.

ARTICLE 70. ELECTRONIC FILING/NYC DEVELOPMENT HUB

70.1 The **Contractor** shall electronically file all alteration type-2 and alteration type-3 applications via the New York City Development Hub Web site, except applications for the following types of minor alterations: enlargements, curb cuts, legalizations, fire alarms, builders pavement plans, and jobs filed on Landmark Preservation Commission calendared properties. All such filings must be professionally certified. Information about electronic filing via the New York City Development Hub is available on the **City** Department of Buildings Web site at www.nyc.gov/buildings.

ARTICLE 71. PROHIBITION OF TROPICAL HARDWOODS

71.1 Tropical hardwoods, as defined in Section 165 of the New York State Finance Law (Finance Law), shall not be utilized in the performance of this **Contract** except as expressly permitted by Section 165 of the Finance Law.

ARTICLE 72. CONFLICTS OF INTEREST

72.1 Section 2604 of the **City** Charter and other related provisions of the **City** Charter, the Administrative Code, and the Penal Law are applicable under the terms of this **Contract** in relation to conflicts of interest and shall be extended to **Subcontractors** authorized to perform **Work**, labor and services pursuant to this **Contract** and further, it shall be the duty and responsibility of the **Contractor** to so inform its respective **Subcontractors**. Notice is hereby given that, under certain circumstances, penalties may be invoked against the donor as well as the recipient of any form of valuable gift.

ARTICLE 73. MERGER CLAUSE

73.1 The written **Contract** herein, contains all the terms and conditions agreed upon by the parties hereto, and no other agreement, oral or otherwise, regarding the subject matter of this **Contract** shall be deemed to exist or to bind any of the parties hereto, or to vary any of the terms contained herein.

ARTICLE 74. STATEMENT OF WORK

74.1 The **Contractor** shall furnish all labor and materials and perform all **Work** in strict accordance with the **Specifications** and **Addenda** thereto, numbered as shown in Schedule A.

ARTICLE 75. COMPENSATION TO BE PAID TO CONTRACTOR

75.1 The **City** will pay and the **Contractor** will accept in full consideration for the performance of the **Contract**, subject to additions and deductions as provided herein, the total sum shown in Schedule A, this said sum being the amount at which the **Contract** was awarded to the **Contractor** at a public letting thereof, based upon the **Contractor's** bid for the **Contract**.

ARTICLE 76. ELECTRONIC FUNDS TRANSFER

76.1 In accordance with Section 6-107.1 of the Administrative Code, the **Contractor** agrees to accept payments under this **Contract** from the **City** by electronic funds transfer (EFT). An EFT is any

transfer of funds, other than a transaction originated by check, draft or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument or computer or magnetic tape so as to order, instruct or authorize a financial institution to debit or credit an account. Prior to the first payment made under this **Contract**, the **Contractor** shall designate one financial institution or other authorized payment agent and shall complete the attached "EFT Vendor Payment Enrollment Form" in order to provide the Commissioner of the **City** Department of Finance with information necessary for the **Contractor** to receive electronic funds transfer payments through a designated financial institution or authorized payment agent. The crediting of the amount of a payment to the appropriate account on the books of a financial institution or other authorized payment agent designated by the **Contractor** shall constitute full satisfaction by the **City** for the amount of the payment under this **Contract**. The account information supplied by the **Contractor** to facilitate the electronic funds transfer shall remain confidential to the fullest extent provided by **Law**.

76.2 The **Commissioner** may waive the application of the requirements of this Article 76 to payments on contracts entered into pursuant to Section 315 of the **City** Charter. In addition, the Commissioner of the Department of Finance and the Comptroller may jointly issue standards pursuant to which the **Agency** may waive the requirements of this Article 76 for payments in the following circumstances: (i) for individuals or classes of individuals for whom compliance imposes a hardship; (ii) for classifications or types of checks; or (iii) in other circumstances as may be necessary in the interest of the **City**.

ARTICLE 77. RECORDS RETENTION

77.1 The **Contractor** agrees to retain all books, records, and other documents relevant to this **Contract** for six years after the final payment or termination of this **Contract**, whichever is later. **City**, state, and federal auditors and any other persons duly authorized by the **City** shall have full access to and the right to examine any such books, records, and other documents during the retention period.

ARTICLE 78. EXAMINATION AND VIEWING OF SITE, CONSIDERATION OF OTHER SOURCES OF INFORMATION AND CHANGED SITE CONDITIONS

78.1 Pre-Bidding (Investigation) Viewing of Site – Bidders must carefully view and examine the **Site** of the proposed **Work**, as well as its adjacent area, and seek other usual sources of information, for they will be conclusively presumed to have full knowledge of any and all conditions and hazards on, about or above the **Site** relating to or affecting in any way the performance of the **Work** to be done under the **Contract** that were or should have been known by a reasonably prudent bidder. To arrange a date for visiting the **Site**, bidders are to contact the **Agency** contact person specified in the bid documents.

78.2 Should the **Contractor** encounter during the progress of the Work site conditions or environmental hazards at the **Site** materially differing from any shown on the **Contract Drawings** or indicated in the **Specifications** or such conditions or environmental hazards as could not reasonably have been anticipated by the **Contractor**, which conditions or hazards will materially affect the cost of the **Work** to be done under the **Contract**, the attention of the **Commissioner** must be called immediately to such conditions or hazards before they are disturbed. The **Commissioner** shall thereupon promptly investigate the conditions or hazards. If the **Commissioner** finds that they do so materially differ, and that they could not have been reasonably anticipated by the **Contractor**, the **Contract** may be modified with the **Commissioner**'s written approval.

IN WITNESS WHEREOF, the Commissioner, on behalf of the City, and the Contractor have executed this agreement in quadruplicate, two such agreements will remain with the Commissioner, one will be filed with the Comptroller and one will be delivered to the Contractor.

THE CITY OF NEW YORK

BY:_____
Commissioner
Department of Transportation

Contractor:_____

BY:_____
Signature of Partner or
Officer of Corporation

(Corporate Seal) ATTEST: _____
Secretary or Assistant Secretary

ACKNOWLEDGMENT BY COMMISSIONER

State of _____ County of _____ ss:

On this _____ day of _____, 20__, before me personally came _____, to me known and known to me to be the Agency Chief Contracting Officer, on behalf of the Commissioner of the Department of Transportation of the City of New York, the person described as such in and who as such executed the foregoing instrument and he/she acknowledged to me that he/she executed the same as Commissioner for the purposes therein mentioned.

_____

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 appeared _____, to me known and known to me to be the person described in and who executed the foregoing instrument and he/she acknowledged to me that he/she executed the same for the purposes therein mentioned.

_____

Notary Public or Commissioner of Deeds

ACKNOWLEDGMENT OF PRINCIPAL—IF A CORPORATION

State of _____ County of _____ ss:

On this _____ day of _____, 20__, before me personally appeared _____ 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; that he/she knows the seal of said corporation; that one of the seals affixed to the said instrument is such corporate seal; that it was affixed by order of the directors of said corporation; and that he/she signed his/her name thereto by like order.

_____

Notary Public or Commissioner of Deeds

ACKNOWLEDGMENT OF PRINCIPAL—IF A PARTNERSHIP

State of _____ County of _____ ss:

On this _____ day of _____, 20__, before me personally appeared _____ to me known and known to me to be a member of the firm of _____, the firm described in and who executed the foregoing instrument and he/she acknowledged to me that he/she executed the same as and for the act and deed of said firm.

_____

Notary Public or Commissioner of Deeds

ATTACHMENT 1a

ELECTRONIC FUNDS TRANSFER

INSTRUCTIONS

In accordance with Section 6-107.1 of the New York City Administrative Code, the Contractor agrees to accept payments under this Contract from the City by electronic funds transfer. An electronic funds transfer is any transfer of funds, other than a transaction originated by check, draft or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument or computer or magnetic tape so as to order, instruct or authorize a financial institution to debit or credit an account. Prior to the first payment made under this Contract, the Contractor shall designate one financial institution or other authorized payment agent and shall apply for Electronic Funds Transfer (EFT) / Direct Deposit online via the Payee Information Portal (PIP) website at: www.nyc.gov/PIP in order to provide the Commissioner of Finance with information necessary for the Contractor to receive electronic funds transfer payments through the 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.

EFT/Direct Deposit Quick Start Guide

Vendors who want to direct NYC payments from FMS to a single bank account can enroll in EFT/Direct Deposit using the Payee Information Portal (PIP)

This guide provides the steps to set up a single bank account for vendor payments to be made with Electronic Funds Transfer (EFT)/Direct Deposit from the New York City Financial Management System (FMS). The EFT/Direct Deposit enrollment is done online at www.nyc.gov/PIP.

- If you already have a PIP User ID and password, you can login to PIP and proceed to add or change your bank account information.
- If you are a **new** vendor doing business with the City of New York, you can create a new PIP account and vendor code, and then add your bank account information for EFT immediately.

NOTE – Contact the City of New York's Department of Finance (DOF) directly at VendorEFT@Finance.nyc.gov instead of using the PIP EFT enrollment features if:

- **you have multiple bank accounts to be enrolled**
- **you want to delete the EFT bank account**
- **your business is a non-US business entity (foreign vendors)**

For enrollment you need the following information, preferably from one of your checks:

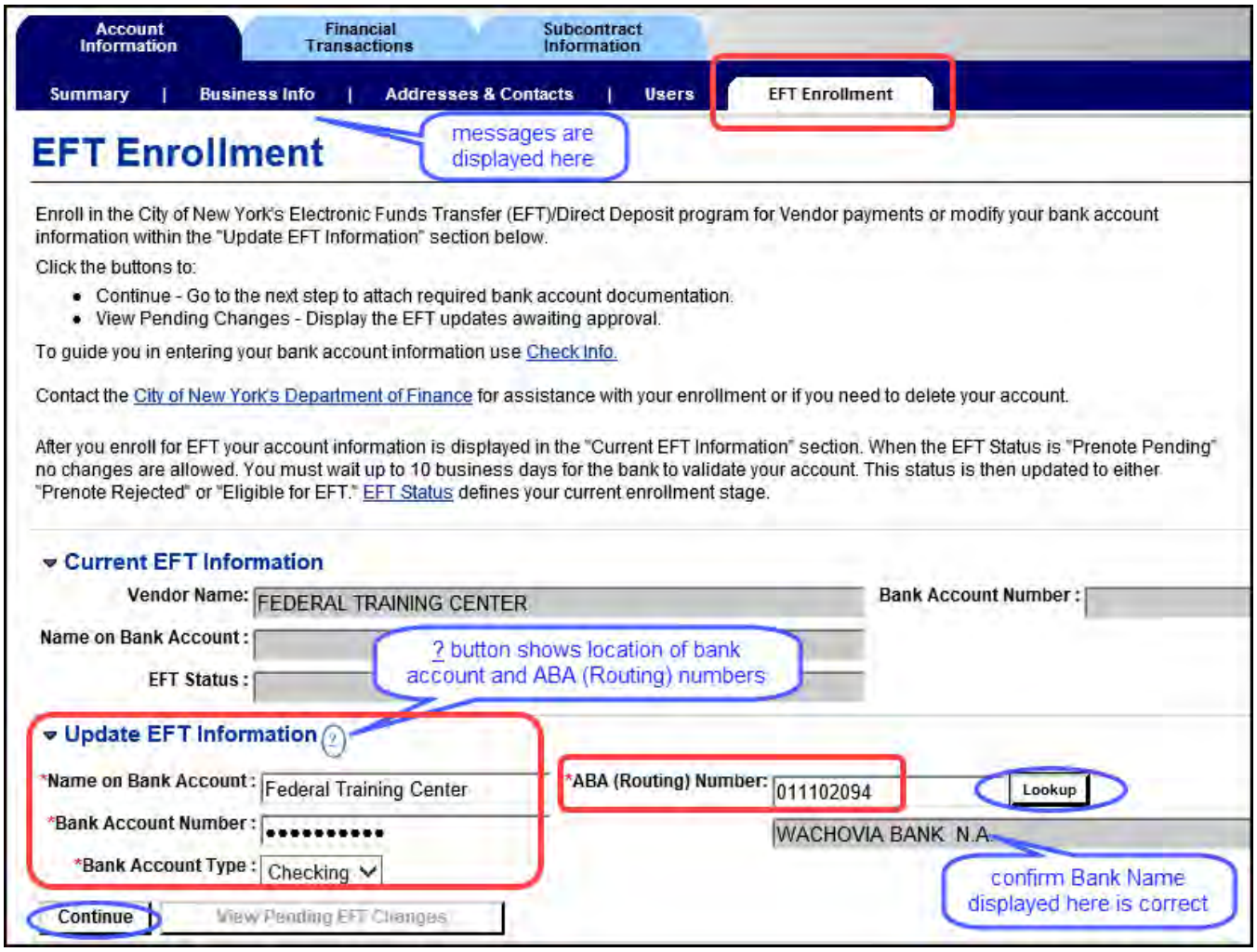
- Name on your Bank Account
- ABA (Routing) Number
- Your Bank Account Number and Type (checking or savings)
- At least one of the following documents, in electronic file format on your computer, to attach to the PIP enrollment submission.
  - Copy of voided check imprinted with vendor name
  - Current bank statement
  - Letter from your bank

NOTE - The following attachment file types are allowed: pdf, txt, doc, docx, rtf, jpg, tif, tiff, png, psd, gif, bmp, and zip, with a maximum size of 2 MB each file. The File Name can contain the dash or underscore, but should not contain other special characters. Do not include any sensitive information in the Description or File Name, i.e., Bank Account Number.

PIN: 84126MBBR770
E-PIN: 84126B0029

EFT/Direct Deposit Quick Start Guide

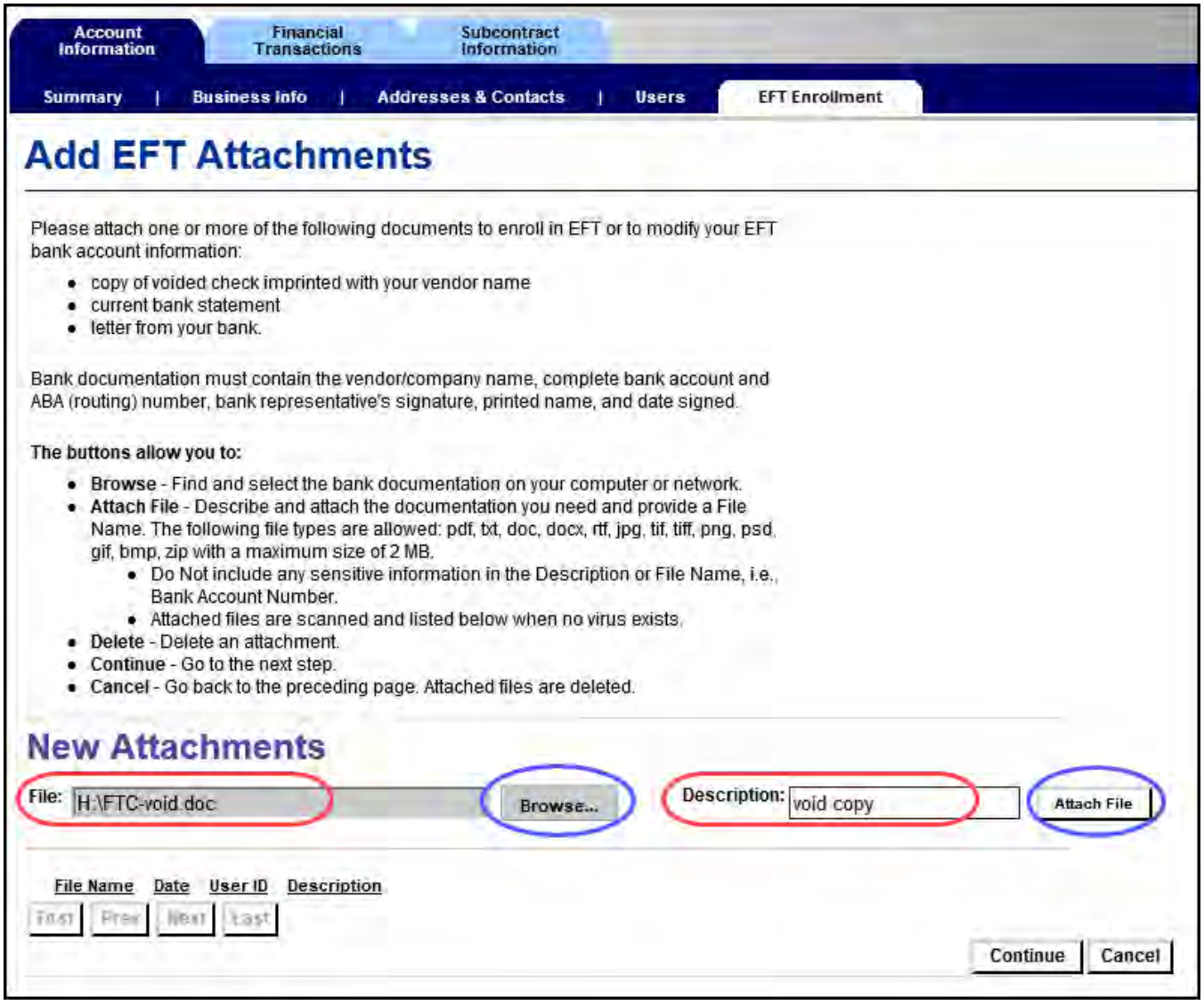
1. Open the PIP home page, www.nyc.gov/pip and login.
2. Go to the ***EFT Enrollment*** tab.



In the **<u>Update EFT Information</u>** section near the bottom of the screen:

3. Enter *Name on Bank Account*, as it appears on your check or statement.
4. Enter the *Bank Account Number*, as printed on your check or statement.
5. Select the *Bank Account Type* from the drop down list, Checking or Savings.
6. Enter the *ABA (Routing) Number*, as printed on your check.
7. Click the ***Lookup*** button to display the bank name below your entry.
8. Confirm the *bank name* is correct. NOTE: If the bank name isn't displayed, a message at the top of the page explains the error. Verify your entry against your check.
9. Click the ***Continue*** button to attach your documentation.

EFT/Direct Deposit Quick Start Guide



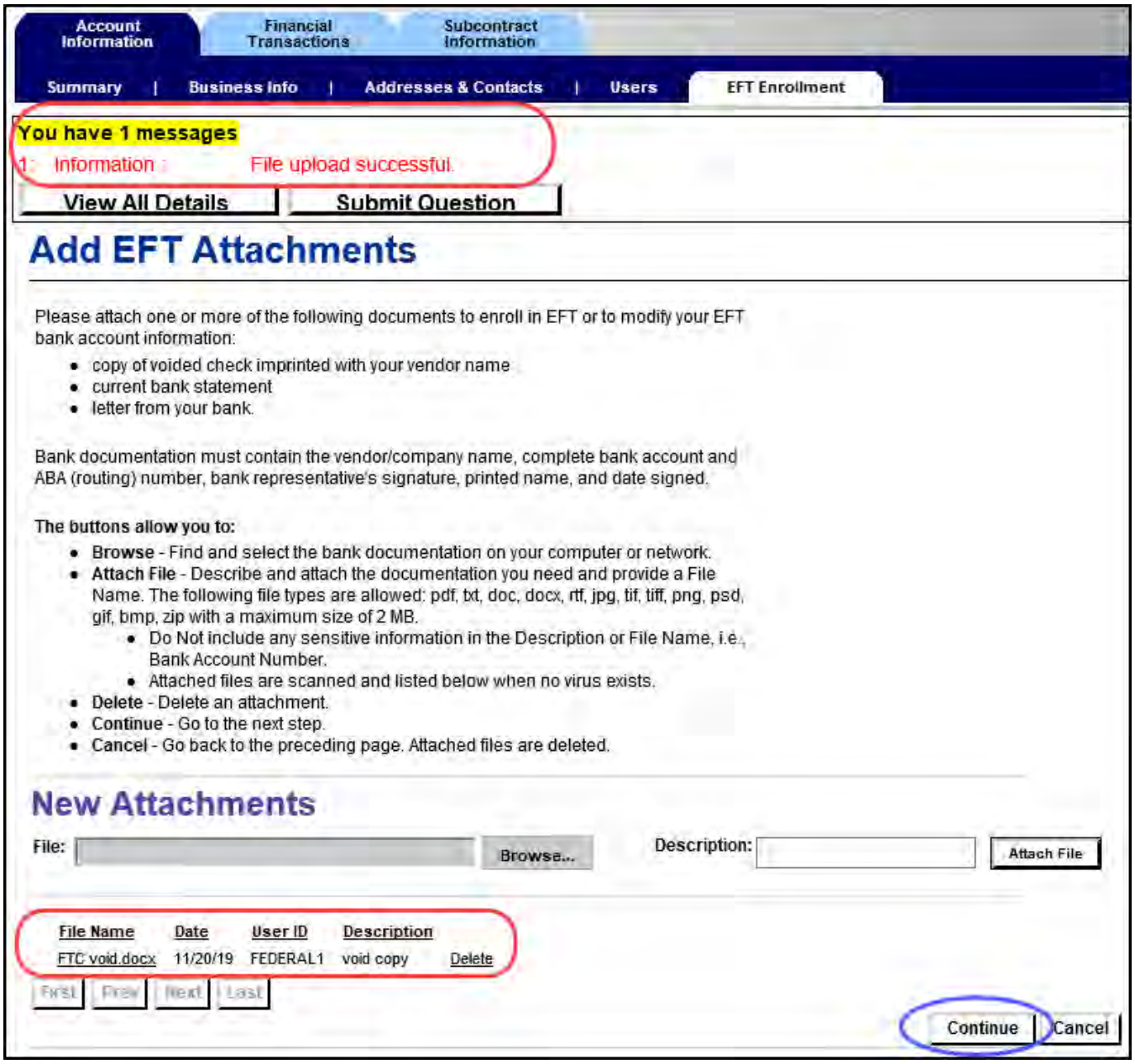
1. Click the ***Browse*** button to find your bank documentation on your computer.
2. When the **Choose File to Upload** window opens, find the file you need to attach and select it. The selected file name displays in the **File:** box next to the Browse button.
3. You have an option to enter a *Description* of the file.
4. Click the ***Attach File*** button.

EFT/Direct Deposit Quick Start Guide

A message at the top of the page indicates that your file uploaded successfully. The file you attach successfully is displayed below. If it doesn't upload, the message will contain the explanation.

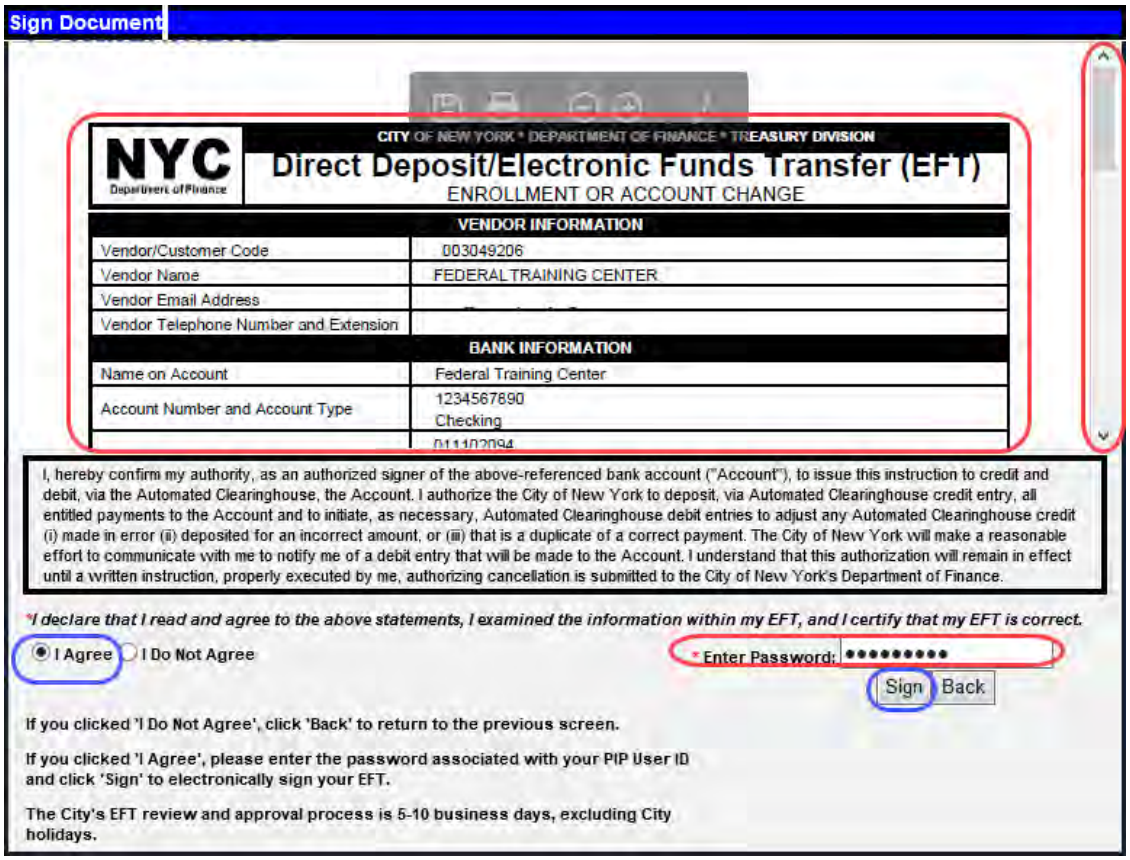
Files must be attached one at a time to be scanned for viruses; there is no limit to the number. If you have another file to attach, repeat steps 1-4 above.

5. Click the ***Continue*** button to review and electronically sign the Direct Deposit/Electronic Funds Transfer (EFT) form.

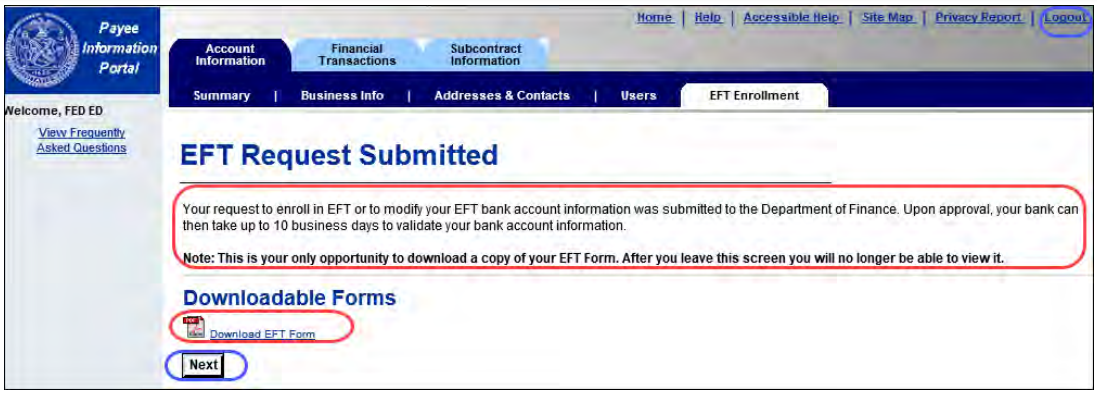


EFT/Direct Deposit Quick Start Guide

A form is displayed with the bank information you entered. Carefully review it for accuracy.



1. Select ***I agree*** on the form after reviewing the information and reading the terms.
2. *Enter your PIP Password* to electronically sign the form.
3. Click the ***Sign*** button to submit the form.



1. Click the ***Download EFT Form*** link to save and print the electronically signed EFT Form.
   NOTE: After you leave this page, you will no longer be able to view or save the form.

You have completed the EFT request process. Next steps are DOF review and bank validation.

2. Click the ***Next*** button if you see a need to update the EFT request on the same business day as submitted, or click ***Logout***.

EFT/Direct Deposit Quick Start Guide

Next Steps: You will receive an email from DOF (VendorEFT@Finance.nyc.gov) confirming the EFT enrollment form receipt. DOF reviews your EFT information to approve or reject it. You will receive a second email from DOF when the review is completed. If the EFT form is rejected, the explanation is included, and you can login to PIP again to submit correct information in the EFT Enrollment page, or contact DOF directly at VendorEFT@Finance.nyc.gov.

NOTE: You can see your submitted bank information (View Pending EFT Changes) until DOF completes their review, but can ONLY update the bank information on the same business day it was submitted.

1. From the **EFT Enrollment** page, click the **View Pending Changes** button to view or update information.



On the **View Pending EFT Changes** page, you will see the entries you submitted.

2. Click the ***Update EFT Pending Changes*** button to make changes and re-submit.
   NOTE: the *Update EFT Pending Changes* button is disabled the day after you submit your EFT request.
3. If no changes are needed, go **Back** or ***Logout***.

BANK VALIDATION: When DOF approves your application, it is routed to your bank for validation, which can take up to 10 business days. You can check the progress in the PIP Account Summary page, or EFT Enrollment page, *Current EFT Information* section, ***EFT Status*** as follows:

- *Prenote Pending* – Vendor EFT Enrollment information is awaiting bank account validation.
- *Prenote Rejected* – The bank rejected your Vendor EFT enrollment application.
- *Eligible for EFT* – Payments will be made via EFT.
- *Not Eligible for EFT* – The bank rejected a City of New York payment to your bank account. You can check with your bank to see why it was rejected.
- *EFT Hold* – The City of New York placed a hold on your EFT enrollment.

If you have any questions about your EFT account, contact DOF directly at VendorEFT@Finance.nyc.gov.

ATTACHMENT 1b

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

CONSTRUCTION EMPLOYMENT REPORT

Program Overview

The Division of Labor Services (DLS) enforces Executive Order No. 50, which requires City contractors comply with federal, state, and local equal employment opportunity (EEO) laws and regulations. Prior to the award of a City contract or ICIP/ICAP benefit, a contractor must submit an Employment Report containing information on their employment policies and practices and workforce composition. DLS will analyze the report to determine if the contractor maintains nondiscriminatory hiring and employment practices.

For City and State funded construction contracts, please use the following links to the instructions and forms:

- **instructions**
- **Prime contracts over $1M**
- **Subcontracts over $750K**
- **Subcontracts under $750K**

If you wish to request hardcopies of the above referenced instructions and forms, please call (212) 839-9421 or email: accomail@dot.nyc.gov.

ATTACHMENT 1c.

APPRENTICESHIP PROGRAM REQUIREMENTS

(1) Apprenticeship Program Requirements

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

The failure to prove, upon request, that these requirements have been met shall result in the contract not being awarded to the contractor or the subcontractor not being approved. Please be further advised that, pursuant to Labor Law §220, the allowable ratio of apprentices to journeypersons in any craft classification shall not be greater than the ratio permitted to the contractor as to its workforce on any job under the registered apprenticeship program.

(2) Apprenticeship Program Questionnaire

The Bidder must submit a completed and signed Apprenticeship Program Questionnaire, if required by Schedule A. The Questionnaire is set forth on the following page of this Bid.

FILLABLE FORM

APPRENTICESHIP PROGRAM.QUESTIONNAIRE

PIN / PROJECT ID: _____

The Bidder must submit a completed and signed Apprenticeship Program Questionnaire, if required by Schedule A.

1. Does the Bidder have an Apprenticeship Program appropriate for the type and scope of work to be performed? [Please note: Participation may be by either direct sponsorship or through collective bargaining agreement(s).]

☐ YES ☐ NO

2. Has the Bidder's Apprenticeship Program been registered with, and approved by, the New York State Commissioner of Labor?

☐ YES ☐ NO

3. Has the Bidder's Apprenticeship Program successfully passed the two year Probation period following the initial registration date of such program/s with the New York State Department of Labor?

☐ YES ☐ NO

If the answer to Question #3 is "Yes", the Bidder shall, in the space below, provide information regarding the experience the Apprenticeship Program has had in providing career opportunities. The Bidder may attach additional pages if necessary. Where Bidders participate in a program(s) through collective bargaining-please provide contact information for that/those programs. Where a Bidder participates in multiple programs [three or more] through collective bargaining, the Bidder may reference an employer association as contact-if applicable.

Bidder: _____

By: _____
(Signature of Partner or Corporate Officer)

Title: _____

Date: _____

ATTACHMENT 1d

FILLABLE FORM

Bidder's Minimum Qualification Requirements Form

Bidder Experience Requirement:

The Bidder must complete this form for each contract or project for which it will rely on to provide sufficient evidence of its prior contracting history to meet the Bidder Minimum Qualification requirements specified in the Contract Documents. Additional forms may be required to be completed and attached as part of the Bid in order to provide such evidence. All applicable fields of this form should be completed by the Bidder.

Contract/Project Name:

Contract/Project Description:

Contract/Project Value (Total Dollar Value)

Start Date:

Completion Date:

Owner/Agency:

Contact Name:

Contact Title:

Contact Email Address:

Contact Telephone #:

Bidder Role in Contract/Project:

☐ **If prime:**

- Business name:
- Description/Nature of Work:
- Total Dollar Amount of Work: **$**

☐ **If subcontractor:**

- Business name:
- Description/Nature of Work:
- Total Dollar Amount of Work: $

☐ **If joint venture:**

- Business name:
- Description/Nature of Work:
- Total Dollar Amount of Joint Venture's Work:

☐ **If principal of Bidder that completed work as a prime/subcontractor:**

- Principal name:
- Prime/Sub Name:
- Description/Nature of Work:
- Total Dollar Amount of Work:
- Was principal lead Project manager and/or principal with at least 25% ownership in entity which completed work?
  ☐ Yes ☐ No
- Does principal hold and maintain at least 51% ownership in entity submitting bid under this solicitation:
  ☐ Yes ☐ No

FILLABLE FORM

Bidder's Project Manager's Qualification Requirements Form

Bidder's Project Manager Experience Requirement:
The Bidder must complete this form for each project manager for which it will rely on to provide sufficient evidence of his/her prior experience to meet the Bidder Minimum Qualification requirements specified in the Contract Documents. Additional forms may be required to be completed and attached as part of the Bid in order to provide such evidence. All applicable fields of this form should be completed by the Bidder.

Contract/Project Name:

Contract/Project Description:

Contract/Project Position Title:

Project Manager Responsibility For Contract/Project (provide a complete description of the project manager role and responsibilities):

Contract/Project Value (Total Dollar Value)

Start Date:
Completion Date:
Project Manager Start Date:
Project Manager Completion Date:

Owner/Agency:
Contact Name:
Contact Title:
Contact Email Address:
Contact Telephone #:

☐ **Bidder's Project Manager's Resume Attached:**

The Bidder _____, hereby represents and warrant that _____,

the Project Manager, shall be available to perform his/her duties for the entire duration of the project. The Bidder also certifies that in the event such Project Manager becomes unavailable as a result of events outside the Bidder's control, or if NYCDOT requests the replacement of the Project Manager for any reason, the individual proposed to replace the Project Manager shall be subject to NYCDOT's prior approval. Any such replacement must meet the minimum qualification requirements set forth herein.

The Bidder, _____, hereby represents and warrants that to the best of its knowledge and belief, all information contained herein is complete and accurate.

_____ _____
Name & Title (Print) Date

_____
Signature

ATTACHMENT 1e

New York State Pre-Award Utilization Package

Within five (5) Days after Bid Opening, the Apparent Low Bidder shall submit the following NYSDOT forms:

1. AAP 7LL NYS Summary of Consultant Payments to Subconsultants;
2. AAP 10LL MWBE Solicitation Log;
3. AAP 15LL Designation of AA Representatives;
4. AAP 19LL MWBE Schedule of Utilization;
5. AAPHC 20 LL Part 1 M/WBE Utilization Worksheet and Part 2 Subcontractor Approval;
6. AAP 21LL NYS - Contractor Report of Contract Payments;
7. AAP 22LL M/WBE Material Supplier Commitment Information; and
8. AAP 23LL M/WBE Trucking Commitment Information.

The current versions of the above referenced forms are available on NYSDOT's website at https://www.dot.ny.gov/forms or by request to (212) 839-9415 or email: accomail@dot.nyc.gov .

ATTACHMENT 2a
FILLABLE FORM

PAYMENT BOND FORM

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 of America 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 Subcontractor, 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/or

b) Materials and supplies (*where incorporated in the permanent structure or not*), as well as fuels, oils, implements or machinery furnished, used or consumed by said Principal or any Subcontractor at or in the vicinity of the site of the Project in the prosecution of the work under said Contract and any amendment or extension thereof or addition thereto; then this obligation shall be void; otherwise to remain in full force and effect and the Surety shall fulfill its obligations under this Payment Bond.

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 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 by either or both of them against a laborer or materialman in a suit brought by either a laborer or materialman under this bond for moneys allegedly due for performing work or furnishing material.

d) The Surety (Sureties) or its successors and assigns shall not be liable for any compensation recoverable by an employee or laborer under the Workers' 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 Payment Bond.

And the Surety (Sureties) for values received, for itself and its successors and assigns hereby stipulate(s) and agree(s) that the obligation of said Surety (Sureties), and its bonds shall be in no way impaired or affected by any extension of time, modification, omission, addition, or change in or of the said Contract or the work to be performed thereunder, or by any payment thereunder before the time required therein, or by any waiver of any provisions thereof, or by any assignment, subletting or other transfer thereof or of any part thereof, or of any work to be performed, or any moneys due 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 hereto affixed and these presents to be signed by their proper officers this ____ day of _____, 20__.

_____(LS)
Principal

(Seal) **By:** _____
_____
Surety

(Seal) **By:** _____
_____
Surety

(Seal) **By:** _____
_____
Surety

(Seal) **By:** _____

ACKNOWLEDGMENT OF CONTRACTOR—IF A CORPORATION

State of _____ County of _____ ss:

On this _____ day of _____, 20___, before me personally appeared _____ 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; that he/she knows the seal of said corporation; that one of the seals affixed to said instrument is such corporate seal; that it was so affixed by order of the directors of said corporation, and that he/she signed his/her name thereto by like order.

_____

Notary Public

ACKNOWLEDGMENT OF CONTRACTOR—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 a member of the firm of _____ the firm described in and who executed the foregoing instrument and he/she acknowledged to me that he/she executed the same as and for the act and deed of said firm.

_____

Notary Public

ACKNOWLEDGMENT OF CONTRACTOR—IF AN INDIVIDUAL

State of _____ County of _____ ss:

On this _____ day of _____, 20___, before me personally appeared _____ to me known and known to me to be the person described in and who executed the foregoing instrument and he/she acknowledged to me that he/she executed same for the purpose herein mentioned.

_____

Notary Public

ATTACHMENT 2b
FILLABLE FORM

Performance Bond
for Bids $5 Million or Less (SBA Approved)

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

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

FILLABLE FORM

Performance Bond
for Bids $5 Million or Less (SBA Approved)

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.

FILLABLE FORM

Performance Bond
for Bids $5 Million or Less (SBA Approved)

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.

FILLABLE FORM

Performance Bond
for Bids $5 Million or Less (SBA Approved)

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

FILLABLE FORM

Performance Bond
for Bids Greater than $5 Million

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 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.

FILLABLE FORM

Performance Bond
for Bids Greater than $5 Million

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.

FILLABLE FORM

Performance Bond
for Bids Greater than $5 Million

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.

FILLABLE FORM

Performance Bond
for Bids Greater than $5 Million

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

ATTACHMENT 2c

CITY OF NEW YORK

CERTIFICATION OF 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 _____

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 of 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.

ATTACHMENT 2d

NON-DISCLOSURE AGREEMENT

The Undersigned hereby acknowledges and agrees to the terms and conditions of this nondisclosure agreement (the "Agreement") in consideration for being granted conditional access by the New York City Department of Transportation (NYCDOT) to certain protected information. The Undersigned specifically acknowledges the sensitive nature of the information to which Undersigned is given conditional access by NYCDOT pursuant to this Agreement, and that any violation of this Agreement could compromise the security of NYCDOT and the City of New York (the "City").

The Undersigned understands and agrees to the following terms and conditions:

1. For purposes of this Agreement, "Protected Information" shall mean information:

   a. Currently protected against unrestricted disclosure to others by applicable laws and regulations;

   b. "CONFIDENTIAL AND PRIVILEGED INFORMATION", which is defined as sensitive information the disclosure of which would be detrimental to the public interest and might compromise public safety and security as it relates to the properties, facilities, systems and/or operations of NYCDOT and the City;

   c. "CRITICAL INFRASTRUCTURE INFORMATION" as defined in the Homeland Security Act of 2002 and any rules or regulations enacted pursuant thereto;

   d. "PROPRIETARY INFORMATION", which is defined as all information to which NYCDOT or the City claims exclusive ownership including, but not limited to, information protected by patent, copyright, trademark or trade secret and information that NYCDOT or the City has developed, has had developed or is developing under an arrangement with a third party where NYCDOT or the City has exclusive ownership; and

   e. "SENSITIVE SECURITY INFORMATION", as defined in the Rules & Regulations of the Transportation Security Administration, 49 CFR 1520, and the Rules & Regulations of the Office of the Secretary of Transportation, 49 CFR 15, and any rules or regulations enacted pursuant thereto.

2. Undersigned understands and agrees that NYCDOT and/or the City is the owner of the Protected Information, including but not limited to, all applicable rights to patents, copyrights, trademarks and trade secrets contained within the Protected Information.

3. Undersigned is being granted conditional access to Protected Information pursuant to the terms of this Agreement for the sole purpose of completing its obligations regarding the following project: WHEN AND WHERE STRUCTURAL REPAIRS AND OTHER MISCELLANEOUS WORK CONDUCTED WITHIN THREE BOROUGHS

This Agreement permits Undersigned conditional access to Protected Information and/or to attend meetings where such information is discussed or otherwise made available to Undersigned.

4. Undersigned agrees that SENSITIVE SECURITY INFORMATION and CRITICAL INFRASTRUCTURE INFORMATION shall be received, marked and handled as required by applicable federal regulations.

5. Undersigned agrees that neither he/she/it, nor any of his/her/its agents, servants or employees, will at any time, without the prior written consent of the NYCDOT, disclose in any way any information given to the Undersigned by the NYCDOT pursuant to this Agreement.

6. If Undersigned is subject to the provisions of the New York State Freedom of Information Law ("FOIL") or the federal Freedom of Information Act ("FOIA"), upon receipt of a FOIL/FOIA request for Protected Information, Undersigned shall deny access pursuant to Section 87(2) of the New York State Public Officers Law or Section 552(b) of Title 5 of the United States Code, as applicable, and immediately forward a copy of such request to NYCDOT. Undersigned shall immediately notify NYCDOT upon receipt of a subpoena, investigative demand or other legal process served upon it, which requests or demands the production of Protected Information. The parties agree to coordinate efforts amongst themselves and the New York City Law Department to prevent disclosure to the fullest extent of the law. Undersigned shall not respond to any request for Protected Information until reasonable notice has been provided to NYCDOT, unless legally prohibited from doing so.

7. Undersigned agrees to hold Protected Information in trust and confidence and not disclose the same as to any person or persons unless the Undersigned has been advised in writing by NYCDOT that such person or persons is authorized to receive Protected Information and that such person or persons has signed all required non-disclosure agreements.

8. Undersigned agrees to promptly report to NYCDOT any loss, theft, misuse, misplacement, unauthorized disclosure or other security violation of which Undersigned has knowledge whether or not Undersigned is personally involved in such loss, theft, misuse, misplacement, unauthorized disclosure or other security violation. Undersigned understands that anonymity when reporting any such security violations will be kept by NYCDOT and/or the City to the extent possible.

9. Undersigned agrees to return any and all information hereby disclosed, including all originals, copies of such originals, abstracts or excerpts relating to the information, to NYCDOT within twenty-four (24) hours of (i) a demand by an authorized NYCDOT representative or (ii) the conclusion of the Undersigned duties and obligations with regards to the purpose for which conditional access was given.

10. Undersigned hereby assigns to NYCDOT all royalties, remunerations and emoluments that have resulted, will result, or may result from any disclosure, publication or dissemination by the Undersigned, or his or her agents, servants or employees, of any information disclosed to the Undersigned by NYCDOT pursuant to this Agreement, which is not consistent with the terms of this Agreement.

11. Any violation of the terms and conditions of this Agreement by Undersigned may result in the termination of Undersigned's conditional access to the Protected Information covered by this Agreement and may serve as a basis for denying Undersigned conditional access to other Protected Information in the future.

12. In the event of a breach or threatened breach of this Agreement, NYCDOT shall be entitled to an injunction restraining the Undersigned from disclosing in whole, or in part, any Protected Information. Nothing herein, shall be construed as prohibiting the NYCDOT from pursuing any other remedies available to it for such breach or threatened breach, including the recovery of damages from the Undersigned.

13. In the event that Undersigned violates the terms and conditions of this Agreement, NYCDOT and/or the City may initiate a civil action for damages or any other appropriate relief. The willful, unauthorized disclosure of Protected Information pursuant to this Agreement may constitute grounds for disciplinary action and/or a criminal offense.

14. By granting the Undersigned conditional access to Protected Information, neither NYCDOT nor the City waives any statutory or common law evidentiary privileges or protections that it may assert in any court proceeding to protect any information to which the Undersigned has been given conditional access under the terms of this Agreement.

15. Each provision of this Agreement is severable. In the event that a court should find any provision of this Agreement to be unenforceable, all other provisions shall remain in full force and effect.

16. Undersigned's execution of this Agreement shall not nullify or effect in any manner any other confidentiality or non-disclosure agreement that Undersigned has executed or may execute with NYCDOT and/or the City.

17. Undersigned warrants that he/she has the authority to enter into this Agreement on behalf of the party for whom he/she is executing this Agreement.

Signature: _____

Name: _____

Title: _____

Company Name: _____

Telephone: _____
Business **Cell**

E-mail: _____

Date: _____

PLACE COMPANY OR
PE INK STAMP BELOW

DOCUMENT HANDLING

The bidder is required to secure and handle in accordance with the following minimum requirements all sensitive documents, as determined by NYCDOT, which shall include but not be limited to all contract documents received by the bidder and any documents that the bidder and its subcontractors prepare in response to this solicitation:

- Protection - protecting all sensitive documents at all times, either by appropriate storage or having it under the personal observation and control of a person authorized to receive such documents.

- Use/Storage - during working hours, reasonable steps shall be taken to minimize the risks of access to sensitive documents by unauthorized personnel. After working hours, sensitive documents shall be stored in a secure container such as locked desk, file cabinet or facility where security is provided.

- Reproduction sensitive documents may be reproduced to the minimum extent necessary to prepare a bid under this solicitation and, in the event of an award, to carry out all official duties provided that all reproductions are marked and protected in the same manner as the original.

- Disposal- sensitive documents, and any copies thereof, shall be disposed of by any method that prevents access by unauthorized person(s) (i.e. shredding by cross cutting, burning, returning to original source etc.).

- Transmission – sensitive documents shall be transmitted only by Courier Service, United States Postal Service or through secure electronic means.

Notwithstanding the foregoing, the bidder agrees that SENSITIVE SECURITY INFORMATION and CRITICAL INFRASTRUCTURE INFORMATION shall be received, marked and handled as required by applicable federal regulations.

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

LABOR LAW ARTICLE 8 - NYC PUBLIC WORKS

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

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

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

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

Any questions concerning trade classifications, prevailing rates or prevailing practices on New York City public work contracts that have already been awarded may be directed to the Bureau of Labor Law's Classification Unit by calling (212) 669-4443. All callers must have the agency name and contract registration number available when calling with questions on public work contracts. Please direct all other compliance issues to: 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 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://www1.nyc.gov/site/mocs/legal-forms/project-labor-agreements.page

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

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

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

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

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

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

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

Paul Brumlik
Director of Classifications
Bureau of Labor Law

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

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ASBESTOS HANDLER
SEE HAZARDOUS MATERIAL HANDLER

BLASTER

Blaster

Effective Period: 7/1/2026 - 6/30/2027
Wage Rate per Hour: $59.81
Supplemental Benefit Rate per Hour: $57.77

Blaster - Hydraulic Trac Drill

Effective Period: 7/1/2026 - 6/30/2027
Wage Rate per Hour: $53.95
Supplemental Benefit Rate per Hour: $57.77

Blaster - Wagon: Air Trac: Quarry Bar: Drillrunners

Effective Period: 7/1/2026 - 6/30/2027
Wage Rate per Hour: $53.12
Supplemental Benefit Rate per Hour: $57.77

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: 7/1/2026 - 6/30/2027
Wage Rate per Hour: $46.60
Supplemental Benefit Rate per Hour: $57.77

Blaster - Magazine Keepers: (Watch Person)

Effective Period: 7/1/2026 - 6/30/2027
Wage Rate per Hour: $23.30
Supplemental Benefit Rate per Hour: $57.77

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
Columbus Day
Christmas Day

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

Paid Holidays

Labor Day
Thanksgiving Day

Shift Rates

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

(Local #731)

BOILERMAKER

Boilermaker

Effective Period: 7/1/2026 - 6/30/2027
Wage Rate per Hour: $70.38
Supplemental Benefit Rate per Hour: $50.33
Supplemental Note: For time and one half overtime - $74.92 For double overtime - $99.51

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

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: 7/1/2026 - 6/30/2027
Wage Rate per Hour: $61.29
Supplemental Benefit Rate per Hour: $46.60

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.

(Bricklayer District Council)

CARPENTER - BUILDING COMMERCIAL

Building Commercial

Effective Period: 7/1/2026 - 6/30/2027
Wage Rate per Hour: $60.05
Supplemental Benefit Rate per Hour: $50.83

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

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: 7/1/2026 - 6/30/2027
Wage Rate per Hour: $62.59
Supplemental Benefit Rate per Hour: $57.84

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: 7/1/2026 - 6/30/2027
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: 7/1/2026 - 6/30/2027
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
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: 7/1/2026 - 6/30/2027
Wage Rate per Hour: $57.20
Supplemental Benefit Rate per Hour: $51.20

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: 7/1/2026 - 6/30/2027
Wage Rate per Hour: $39.58
Supplemental Benefit Rate per Hour: $27.26

Tank Helper

Effective Period: 7/1/2026 - 6/30/2027
Wage Rate per Hour: $31.04
Supplemental Benefit Rate per Hour: $27.18

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.
Time and one half the regular rate for work on a holiday plus the day's pay.

Paid Holidays

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

Vacation

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

SICK LEAVE:

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

(Carpenters District Council)

CEMENT & CONCRETE WORKER
Building Work

Cement & Concrete Worker

Effective Period: 7/1/2026 - 6/30/2027
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: 7/1/2026 - 6/30/2027
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
All night shifts are paid at straight time plus 10% differential.

(Cement & Concrete Workers District Council 16)

CEMENT MASON

Cement Mason

Effective Period: 7/1/2026 - 6/30/2027
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
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: 7/1/2026 - 6/30/2027
Wage Rate per Hour: $48.78
Supplemental Benefit Rate per Hour: $36.07

Core Driller Helper

Effective Period: 7/1/2026 - 6/30/2027
Wage Rate per Hour: $38.15
Supplemental Benefit Rate per Hour: $36.07

Core Driller Helper(Third year in the industry)

Effective Period: 7/1/2026 - 6/30/2027
Wage Rate per Hour: $34.37
Supplemental Benefit Rate per Hour: $36.07

Core Driller Helper (Second year in the industry)

Effective Period: 7/1/2026 - 6/30/2027
Wage Rate per Hour: $30.61
Supplemental Benefit Rate per Hour: $36.07

Core Driller Helper (First year in the industry)

Effective Period: 7/1/2026 - 6/30/2027
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.

(Carpenters District Council)

DERRICKPERSON AND RIGGER

Derrick Person & Rigger

Effective Period: 7/1/2026 - 6/30/2027
Wage Rate per Hour: $61.82
Supplemental Benefit Rate per Hour: $63.63

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
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.

Derrick Person & Rigger- Handset

Effective Period: 7/1/2026 - 6/30/2027
Wage Rate per Hour: $59.67
Supplemental Benefit Rate per Hour: $62.64

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
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.

(Local #197)

DIVER

Diver (Marine)

Effective Period: 7/1/2026 - 6/30/2027
Wage Rate per Hour: $77.46
Supplemental Benefit Rate per Hour: $57.84

Diver Tender (Marine)

Effective Period: 7/1/2026 - 6/30/2027
Wage Rate per Hour: $57.00
Supplemental Benefit Rate per Hour: $57.84

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)

DOCKBUILDER - PILE DRIVER

Dockbuilder - Pile Driver

Effective Period: 7/1/2026 - 6/30/2027
Wage Rate per Hour: $62.59
Supplemental Benefit Rate per Hour: $57.84

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: 7/1/2026 - 6/30/2027
Wage Rate per Hour: $47.07
Supplemental Benefit Rate per Hour: $61.15
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: 7/1/2026 - 6/30/2027
Wage Rate per Hour: $50.76
Supplemental Benefit Rate per Hour: $60.15
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: 7/1/2026 - 6/30/2027
Wage Rate per Hour: $50.07

Supplemental Benefit Rate per Hour: $60.15
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
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: 7/1/2026 - 6/30/2027
Wage Rate per Hour: $44.50
Supplemental Benefit Rate per Hour: $54.88
Supplemental Note: Over 40 hours worked: time and one half rate $22.59; double time rate $30.12

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: 7/1/2026 - 4/14/2027
Wage Rate per Hour: $64.00
Supplemental Benefit Rate per Hour: $70.28
*** Supplemental Note: See Supplemental Benefit Rate per Hour Note below**

Effective Period: 4/15/2027 - 6/30/2027
Wage Rate per Hour: $64.00
Supplemental Benefit Rate per Hour: $72.74
*** 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: 7/1/2026 - 4/14/2027
Wage Rate per Hour: $96.00
Supplemental Benefit Rate per Hour: $72.34
*** Supplemental Note: See Supplemental Benefit Rate per Hour Note below**

Effective Period: 4/15/2027 - 6/30/2027
Wage Rate per Hour: $96.00
Supplemental Benefit Rate per Hour: $74.80
*** Supplemental Note: See Supplemental Benefit Rate per Hour Note below**

Electrician "A" (Swing Shift)

Effective Period: 7/1/2026 - 4/14/2027
Wage Rate per Hour: $75.10
Supplemental Benefit Rate per Hour: $78.93
*** Supplemental Note: See Supplemental Benefit Rate per Hour Note below**

Effective Period: 4/15/2027 - 6/30/2027
Wage Rate per Hour: $75.10
Supplemental Benefit Rate per Hour: $81.66
*** Supplemental Note: See Supplemental Benefit Rate per Hour Note below**

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

Effective Period: 7/1/2026 - 4/14/2027
Wage Rate per Hour: $112.65
Supplemental Benefit Rate per Hour: $81.35
*** Supplemental Note: See Supplemental Benefit Rate per Hour Note below**

Effective Period: 4/15/2027 - 6/30/2027
Wage Rate per Hour: $112.65
Supplemental Benefit Rate per Hour: $84.07
*** Supplemental Note: See Supplemental Benefit Rate per Hour Note below**

Electrician "A" (Graveyard Shift)

Effective Period: 7/1/2026 - 4/14/2027
Wage Rate per Hour: $84.12

Supplemental Benefit Rate per Hour: $86.28
*** Supplemental Note: See Supplemental Benefit Rate per Hour Note below**

Effective Period: 4/15/2027 - 6/30/2027
Wage Rate per Hour: $84.12
Supplemental Benefit Rate per Hour: $89.25
*** Supplemental Note: See Supplemental Benefit Rate per Hour Note below**

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

Effective Period: 7/1/2026 - 4/14/2027
Wage Rate per Hour: $126.18
Supplemental Benefit Rate per Hour: $88.98
*** Supplemental Note: See Supplemental Benefit Rate per Hour Note below**

Effective Period: 4/15/2027 - 6/30/2027
Wage Rate per Hour: $126.18
Supplemental Benefit Rate per Hour: $91.96
*** 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
Time and one half the regular rate after a 7 hour day.
Time and one half the regular rate for Saturday.
Time and one half the regular rate for Sunday.

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

Paid Holidays
None

Shift Rates
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 $27.91, effective 04/15/2027 the supplemental benefit rate is $29.91 - See * Supplemental Benefit Rate per Hour Note above.

Electrician "M" 1st Year

Effective Period: 7/1/2026 - 4/14/2027
Wage Rate per Hour: $27.50
Supplemental Benefit Rate per Hour: $26.79

Effective Period: 4/15/2027 - 6/30/2027
Wage Rate per Hour: $27.50
Supplemental Benefit Rate per Hour: $27.42

Electrician "M" 1st Year (Overtime)

Effective Period: 7/1/2026 - 4/14/2027
Wage Rate per Hour: $41.25
Supplemental Benefit Rate per Hour: $28.52

Effective Period: 4/15/2027 - 6/30/2027
Wage Rate per Hour: $41.25
Supplemental Benefit Rate per Hour: $29.16

Electrician "M" 2nd Year

Effective Period: 7/1/2026 - 4/14/2027
Wage Rate per Hour: $28.50
Supplemental Benefit Rate per Hour: $27.32

Effective Period: 4/15/2027 - 6/30/2027
Wage Rate per Hour: $28.50
Supplemental Benefit Rate per Hour: $27.97

Electrician "M" 2nd Year (Overtime)

Effective Period: 7/1/2026 - 4/14/2027
Wage Rate per Hour: $42.75
Supplemental Benefit Rate per Hour: $29.12

Effective Period: 4/15/2027 - 6/30/2027
Wage Rate per Hour: $42.75
Supplemental Benefit Rate per Hour: $29.77

Electrician "M" 3rd Year

Effective Period: 7/1/2026 - 4/14/2027

Wage Rate per Hour: **$30.50**
Supplemental Benefit Rate per Hour: **$28.40**

Effective Period: 4/15/2027 - 6/30/2027
Wage Rate per Hour: **$30.50**
Supplemental Benefit Rate per Hour: **$29.05**

Electrician "M" 3rd Year (Overtime)

Effective Period: 7/1/2026 - 4/14/2027
Wage Rate per Hour: **$45.75**
Supplemental Benefit Rate per Hour: **$30.33**

Effective Period: 4/15/2027 - 6/30/2027
Wage Rate per Hour: **$45.75**
Supplemental Benefit Rate per Hour: **$30.98**

Electrician "M" 4th Year

Effective Period: 7/1/2026 - 4/14/2027
Wage Rate per Hour: **$33.50**
Supplemental Benefit Rate per Hour: **$30.01**

Effective Period: 4/15/2027 - 6/30/2027
Wage Rate per Hour: **$33.50**
Supplemental Benefit Rate per Hour: **$30.68**

Electrician "M" 4th Year (Overtime)

Effective Period: 7/1/2026 - 4/14/2027
Wage Rate per Hour: **$50.25**
Supplemental Benefit Rate per Hour: **$32.13**

Effective Period: 4/15/2027 - 6/30/2027
Wage Rate per Hour: **$50.25**
Supplemental Benefit Rate per Hour: **$32.80**

Electrician "M" 5th Year

Effective Period: 7/1/2026 - 4/14/2027
Wage Rate per Hour: **$36.50**
Supplemental Benefit Rate per Hour: **$31.62**

Effective Period: 4/15/2027 - 6/30/2027
Wage Rate per Hour: **$36.50**
Supplemental Benefit Rate per Hour: **$32.31**

Electrician "M" 5th Year (Overtime)

Effective Period: 7/1/2026 - 4/14/2027
Wage Rate per Hour: $54.75
Supplemental Benefit Rate per Hour: $33.93

Effective Period: 4/15/2027 - 6/30/2027
Wage Rate per Hour: $54.75
Supplemental Benefit Rate per Hour: $34.61

Electrician "M" 6th Year

Effective Period: 7/1/2026 - 4/14/2027
Wage Rate per Hour: $43.50
Supplemental Benefit Rate per Hour: $35.39

Effective Period: 4/15/2027 - 6/30/2027
Wage Rate per Hour: $43.50
Supplemental Benefit Rate per Hour: $36.11

Electrician "M" 6th Year (Overtime)

Effective Period: 7/1/2026 - 4/14/2027
Wage Rate per Hour: $65.25
Supplemental Benefit Rate per Hour: $38.14

Effective Period: 4/15/2027 - 6/30/2027
Wage Rate per Hour: $65.25
Supplemental Benefit Rate per Hour: $38.85

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: 7/1/2026 - 3/11/2027
Wage Rate per Hour: $39.45
Supplemental Benefit Rate per Hour: $23.33
Supplemental Note: $21.20 only after 8 hours worked in a day

Effective Period: 3/12/2027 - 6/30/2027
Wage Rate per Hour: $40.45
Supplemental Benefit Rate per Hour: $23.86
Supplemental Note: $21.74 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.

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: 7/1/2026 - 4/21/2027
Wage Rate per Hour: $64.00
Supplemental Benefit Rate per Hour: $72.46
*** Supplemental Note: See Supplemental Benefit Rate per Hour Note below**

Effective Period: 4/22/2027 - 6/30/2027
Wage Rate per Hour: $64.00
Supplemental Benefit Rate per Hour: $74.92
*** Supplemental Note: See Supplemental Benefit Rate per Hour Note below**

Electrician - Electro Pole Foundation Installer

Effective Period: 7/1/2026 - 4/21/2027
Wage Rate per Hour: $49.66
Supplemental Benefit Rate per Hour: $53.91
*** Supplemental Note: See Supplemental Benefit Rate per Hour Note below**

Effective Period: 4/22/2027 - 6/30/2027
Wage Rate per Hour: $49.66
Supplemental Benefit Rate per Hour: $55.91
*** Supplemental Note: See Supplemental Benefit Rate per Hour Note below**

Electrician - Electro Pole Maintainer

Effective Period: 7/1/2026 - 4/21/2027
Wage Rate per Hour: $43.61
Supplemental Benefit Rate per Hour: $48.96
*** Supplemental Note: See Supplemental Benefit Rate per Hour Note below**

Effective Period: 4/22/2027 - 6/30/2027
Wage Rate per Hour: $43.61
Supplemental Benefit Rate per Hour: $50.89
*** 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).
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: 7/1/2026 - 3/16/2027
Wage Rate per Hour: $86.43
Supplemental Benefit Rate per Hour: $43.43

Effective Period: 3/17/2027 - 6/30/2027
Wage Rate per Hour: $89.76
Supplemental Benefit Rate per Hour: $44.53

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: 7/1/2026 - 3/16/2027
Wage Rate per Hour: $68.06
Supplemental Benefit Rate per Hour: $43.38

Effective Period: 3/17/2027 - 6/30/2027
Wage Rate per Hour: $70.72
Supplemental Benefit Rate per Hour: $44.48

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
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: 7/1/2026 - 6/30/2027
Wage Rate per Hour: $79.50
Supplemental Benefit Rate per Hour: $51.76
Supplemental Note: $95.97 on overtime
Shift Wage Rate: $127.20

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: 7/1/2026 - 6/30/2027
Wage Rate per Hour: $76.95
Supplemental Benefit Rate per Hour: $51.76
Supplemental Note: $95.97 on overtime
Shift Wage Rate: $123.12

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: 7/1/2026 - 6/30/2027
Wage Rate per Hour: $72.72
Supplemental Benefit Rate per Hour: $51.76
Supplemental Note: $95.97 on overtime
Shift Wage Rate: $116.35

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: 7/1/2026 - 6/30/2027
Wage Rate per Hour: $76.55
Supplemental Benefit Rate per Hour: $51.76
Supplemental Note: $95.97 on overtime
Shift Wage Rate: $122.48

Engineer - Heavy Construction Maintenance Engineer II

On Base Mounted Tower Cranes

Effective Period: 7/1/2026 - 6/30/2027
Wage Rate per Hour: $102.42
Supplemental Benefit Rate per Hour: $51.76
Supplemental Note: $95.97 on overtime
Shift Wage Rate: $163.87

Engineer - Heavy Construction Maintenance Engineer III

On Generators, Light Towers

Effective Period: 7/1/2026 - 6/30/2027
Wage Rate per Hour: $48.50
Supplemental Benefit Rate per Hour: $51.76
Supplemental Note: $95.97 on overtime
Shift Wage Rate: $77.60

Engineer - Heavy Construction Maintenance Engineer IV

On Pumps and Mixers including mud sucking

Effective Period: 7/1/2026 - 6/30/2027
Wage Rate per Hour: $49.90
Supplemental Benefit Rate per Hour: $51.76
Supplemental Note: $95.97 on overtime
Shift Wage Rate: $79.84

Engineer - Heavy Construction Service Engineer

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

Effective Period: 7/1/2026 - 6/30/2027
Wage Rate per Hour: $68.42
Supplemental Benefit Rate per Hour: $51.76
Supplemental Note: $95.97 on overtime
Shift Wage Rate: $109.47

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: 7/1/2026 - 6/30/2027
Wage Rate per Hour: $45.50
Supplemental Benefit Rate per Hour: $51.76
Supplemental Note: $95.97 on overtime
Shift Wage Rate: $72.80

Engineer - Steel Erection Maintenance Engineers

Derrick, Travelers, Tower, Crawler Tower and Climbing Cranes

Effective Period: 7/1/2026 - 6/30/2027
Wage Rate per Hour: $73.88
Supplemental Benefit Rate per Hour: $51.76
Supplemental Note: $95.97 on overtime
Shift Wage Rate: $118.21

Engineer - Steel Erection Oiler I

On a Truck Crane

Effective Period: 7/1/2026 - 6/30/2027
Wage Rate per Hour: $68.81
Supplemental Benefit Rate per Hour: $51.76
Supplemental Note: $95.97 on overtime
Shift Wage Rate: $110.10

Engineer - Steel Erection Oiler II

On a Crawler Crane

Effective Period: 7/1/2026 - 6/30/2027
Wage Rate per Hour: $46.83
Supplemental Benefit Rate per Hour: $51.76
Supplemental Note: $95.97 on overtime
Shift Wage Rate: $74.93

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

Effective Period: 7/1/2026 - 6/30/2027
Wage Rate per Hour: $63.77
Supplemental Benefit Rate per Hour: $50.85
Supplemental Note: $94.15 on overtime

Engineer - Building Work Maintenance Engineers II

On Pumps, Generators, Mixers and Heaters

Effective Period: 7/1/2026 - 6/30/2027
Wage Rate per Hour: $48.27
Supplemental Benefit Rate per Hour: $50.85
Supplemental Note: $94.15 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: 7/1/2026 - 6/30/2027
Wage Rate per Hour: $60.35
Supplemental Benefit Rate per Hour: $50.85
Supplemental Note: $94.15 on overtime

Engineer - Building Work Oilers II

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

Effective Period: 7/1/2026 - 6/30/2027
Wage Rate per Hour: $43.39
Supplemental Benefit Rate per Hour: $50.85
Supplemental Note: $94.15 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: 7/1/2026 - 6/30/2027
Wage Rate per Hour: $48.27
Supplemental Benefit Rate per Hour: $29.92
Supplemental Note: Overtime Benefit Rate - $35.66 per hour (time & one half) $41.39 per hour (double time).

Instrument Person

Effective Period: 7/1/2026 - 6/30/2027
Wage Rate per Hour: $39.26
Supplemental Benefit Rate per Hour: $29.92
Supplemental Note: Overtime Benefit Rate -$35.66 per hour (time & one half) $41.39 per hour (double time).

Rodperson

Effective Period: 7/1/2026 - 6/30/2027

Wage Rate per Hour: $33.55
Supplemental Benefit Rate per Hour: $29.92
Supplemental Note: Overtime Benefit Rate - $35.66 per hour (time & one half) $41.39 per hour (double time).

Rodperson 1st Year

Effective Period: 7/1/2026 - 6/30/2027
Wage Rate per Hour: $25.00
Supplemental Benefit Rate per Hour: $29.92
Supplemental Note: Overtime Benefit Rate - $35.66 per hour (time & one half) $41.39 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 (BUILDING CONSTRUCTION)
(Construction of Building Projects, Concrete Superstructures, etc.)

Field Engineer - BC Party Chief

Effective Period: 7/1/2026 - 6/30/2027
Wage Rate per Hour: $71.62
Supplemental Benefit Rate per Hour: $46.38
Supplemental Note: Overtime Benefit Rate - $65.85 per hour (time & one half) $85.31 per hour (double time).

Field Engineer - BC Instrument Person

Effective Period: 7/1/2026 - 6/30/2027

Wage Rate per Hour: $50.50
Supplemental Benefit Rate per Hour: $46.38
Supplemental Note: Overtime Benefit Rate - $65.85 per hour (time & one half) $85.31 per hour (double time).

Field Engineer - BC Rodperson

Effective Period: 7/1/2026 - 6/30/2027
Wage Rate per Hour: $30.86
Supplemental Benefit Rate per Hour: $46.38
Supplemental Note: Overtime Benefit Rate - $65.85 per hour (time & one half) $85.31 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: 7/1/2026 - 6/30/2027
Wage Rate per Hour: $80.18
Supplemental Benefit Rate per Hour: $51.37
Supplemental Note: Overtime benefit rate - $73.21 per hour (time & one half), $95.05 per hour (double time).

Field Engineer - HC Instrument Person

Effective Period: 7/1/2026 - 6/30/2027
Wage Rate per Hour: $56.72
Supplemental Benefit Rate per Hour: $51.37
Supplemental Note: Overtime benefit rate - $73.21 per hour (time & one half), $95.05 per hour (double time).

Field Engineer - HC Rodperson

Effective Period: 7/1/2026 - 6/30/2027
Wage Rate per Hour: $46.30
Supplemental Benefit Rate per Hour: $51.37
Supplemental Note: Overtime benefit rate - $73.21 per hour (time & one half), $95.05 per hour (double time).

Field Engineer - HC Rodperson 1st Year

Effective Period: 7/1/2026 - 6/30/2027
Wage Rate per Hour: $25.00
Supplemental Benefit Rate per Hour: $51.37
Supplemental Note: Overtime benefit rate - $73.21 per hour (time & one half), $95.05 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: 7/1/2026 - 6/30/2027

Wage Rate per Hour: $76.11
Supplemental Benefit Rate per Hour: $49.70
Supplemental Note: Overtime benefit rate - $70.71 per hour (time & one half), $91.71 per hour (double time).

Field Engineer - Steel Erection Instrument Person

Effective Period: 7/1/2026 - 6/30/2027
Wage Rate per Hour: $53.33
Supplemental Benefit Rate per Hour: $49.70
Supplemental Note: Overtime benefit rate - $70.71 per hour (time & one half), $91.71 per hour (double time).

Field Engineer - Steel Erection Rodperson

Effective Period: 7/1/2026 - 6/30/2027
Wage Rate per Hour: $33.45
Supplemental Benefit Rate per Hour: $49.70
Supplemental Note: Overtime benefit rate - $70.71 per hour (time & one half), $91.71 per hour (double time).

Field Engineer - Steel Erection Rodperson 1st Year

Effective Period: 7/1/2026 - 6/30/2027
Wage Rate per Hour: $25.00
Supplemental Benefit Rate per Hour: $49.70
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)

ENGINEER - OPERATING

Operating Engineer - Road & Heavy Construction I

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

Effective Period: 7/1/2026 - 6/30/2027
Wage Rate per Hour: $95.27
Supplemental Benefit Rate per Hour: $40.40
Supplemental Note: $74.50 overtime hours
Shift Wage Rate: $152.43

Operating Engineer - Road & Heavy Construction II

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

Effective Period: 7/1/2026 - 6/30/2027
Wage Rate per Hour: $98.67
Supplemental Benefit Rate per Hour: $40.40
Supplemental Note: $74.50 overtime hours
Shift Wage Rate: $157.87

Operating Engineer - Road & Heavy Construction III

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

Effective Period: 7/1/2026 - 6/30/2027
Wage Rate per Hour: $101.86
Supplemental Benefit Rate per Hour: $40.40
Supplemental Note: $74.50 overtime hours
Shift Wage Rate: $162.98

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: 7/1/2026 - 6/30/2027
Wage Rate per Hour: $99.37
Supplemental Benefit Rate per Hour: $40.40
Supplemental Note: $74.50 overtime hours
Shift Wage Rate: $158.99

Operating Engineer - Road & Heavy Construction V

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

Effective Period: 7/1/2026 - 6/30/2027
Wage Rate per Hour: $97.41
Supplemental Benefit Rate per Hour: $40.40
Supplemental Note: $74.50 overtime hours
Shift Wage Rate: $155.86

Operating Engineer - Road & Heavy Construction VI

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

Effective Period: 7/1/2026 - 6/30/2027
Wage Rate per Hour: $92.51
Supplemental Benefit Rate per Hour: $40.40
Supplemental Note: $74.50 overtime hours
Shift Wage Rate: $148.02

Operating Engineer - Road & Heavy Construction VII

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

Effective Period: 7/1/2026 - 6/30/2027
Wage Rate per Hour: $74.63
Supplemental Benefit Rate per Hour: $40.40
Supplemental Note: $74.50 overtime hours
Shift Wage Rate: $119.41

Operating Engineer - Road & Heavy Construction VIII

Utility Compressors

Effective Period: 7/1/2026 - 6/30/2027
Wage Rate per Hour: $57.84
Supplemental Benefit Rate per Hour: $40.40
Supplemental Note: $74.50 overtime hours
Shift Wage Rate: $73.02

Operating Engineer - Road & Heavy Construction IX

Horizontal Boring Rig

Effective Period: 7/1/2026 - 6/30/2027
Wage Rate per Hour: $87.98
Supplemental Benefit Rate per Hour: $40.40
Supplemental Note: $74.50 overtime hours
Shift Wage Rate: $140.77

Operating Engineer - Road & Heavy Construction X

Elevators (manually operated as personnel hoist).

Effective Period: 7/1/2026 - 6/30/2027
Wage Rate per Hour: $80.83
Supplemental Benefit Rate per Hour: $40.40
Supplemental Note: $74.50 overtime hours
Shift Wage Rate: $129.33

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: 7/1/2026 - 6/30/2027
Wage Rate per Hour: $62.68
Supplemental Benefit Rate per Hour: $40.40
Supplemental Note: $74.50 overtime hours
Shift Wage Rate: $100.29

Operating Engineer - Road & Heavy Construction XII

All Drills and Machines of a similar nature.

Effective Period: 7/1/2026 - 6/30/2027
Wage Rate per Hour: $93.50
Supplemental Benefit Rate per Hour: $40.40
Supplemental Note: $74.50 overtime hours
Shift Wage Rate: $149.60

Operating Engineer - Road & Heavy Construction XIII

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

Effective Period: 7/1/2026 - 6/30/2027
Wage Rate per Hour: $90.57
Supplemental Benefit Rate per Hour: $40.40
Supplemental Note: $74.50 overtime hours
Shift Wage Rate: $144.91

Operating Engineer - Road & Heavy Construction XIV

Concrete Mixer

Effective Period: 7/1/2026 - 6/30/2027
Wage Rate per Hour: $86.55
Supplemental Benefit Rate per Hour: $40.40
Supplemental Note: $74.50 overtime hours
Shift Wage Rate: $138.48

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: 7/1/2026 - 6/30/2027
Wage Rate per Hour: $58.23
Supplemental Benefit Rate per Hour: $40.40
Supplemental Note: $74.50 overtime hours
Shift Wage Rate: $93.17

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: 7/1/2026 - 6/30/2027
Wage Rate per Hour: $82.63
Supplemental Benefit Rate per Hour: $40.40
Supplemental Note: $74.50 overtime hours
Shift Wage Rate: $132.21

Operating Engineer - Road & Heavy Construction XVII

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

Effective Period: 7/1/2026 - 6/30/2027
Wage Rate per Hour: $83.23
Supplemental Benefit Rate per Hour: $40.40
Supplemental Note: $74.50 overtime hours
Shift Wage Rate: $133.17

Operating Engineer - Road & Heavy Construction XVIII

Tower Crane

Effective Period: 7/1/2026 - 6/30/2027
Wage Rate per Hour: $119.67
Supplemental Benefit Rate per Hour: $40.40
Supplemental Note: $74.50 overtime hours
Shift Wage Rate: $191.47

Operating Engineer - Paving I

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

Effective Period: 7/1/2026 - 6/30/2027
Wage Rate per Hour: $92.51
Supplemental Benefit Rate per Hour: $40.40

Supplemental Note: $74.50 overtime hours
Shift Wage Rate: $148.02

Operating Engineer - Paving II

Asphalt Roller

Effective Period: 7/1/2026 - 6/30/2027
Wage Rate per Hour: $90.14
Supplemental Benefit Rate per Hour: $40.40
Supplemental Note: $74.50 overtime hours
Shift Wage Rate: $144.22

Operating Engineer - Paving III

Asphalt Plants

Effective Period: 7/1/2026 - 6/30/2027
Wage Rate per Hour: $76.11
Supplemental Benefit Rate per Hour: $40.40
Supplemental Note: $74.50 overtime hours
Shift Wage Rate: $121.78

Operating Engineer - Concrete I

Cranes

Effective Period: 7/1/2026 - 6/30/2027
Wage Rate per Hour: $98.93
Supplemental Benefit Rate per Hour: $40.40
Supplemental Note: $74.50 overtime hours

Operating Engineer - Concrete II

Compressors

Effective Period: 7/1/2026 - 6/30/2027
Wage Rate per Hour: $58.68
Supplemental Benefit Rate per Hour: $40.40
Supplemental Note: $74.50 overtime hours

Operating Engineer - Concrete III

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

Effective Period: 7/1/2026 - 6/30/2027
Wage Rate per Hour: $78.97
Supplemental Benefit Rate per Hour: $40.40
Supplemental Note: $74.50 overtime hours

Operating Engineer - Steel Erection I

Three Drum Derricks

Effective Period: 7/1/2026 - 6/30/2027
Wage Rate per Hour: $103.35
Supplemental Benefit Rate per Hour: $40.40
Supplemental Note: $74.50 overtime hours
Shift Wage Rate: $165.36

Operating Engineer - Steel Erection II

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

Effective Period: 7/1/2026 - 6/30/2027
Wage Rate per Hour: $99.29
Supplemental Benefit Rate per Hour: $40.40
Supplemental Note: $74.50 overtime hours
Shift Wage Rate: $158.86

Operating Engineer - Steel Erection III

Compressors, Welding Machines.

Effective Period: 7/1/2026 - 6/30/2027
Wage Rate per Hour: $54.73
Supplemental Benefit Rate per Hour: $40.40
Supplemental Note: $74.50 overtime hours
Shift Wage Rate: $87.57

Operating Engineer - Steel Erection IV

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

Effective Period: 7/1/2026 - 6/30/2027
Wage Rate per Hour: $52.08
Supplemental Benefit Rate per Hour: $40.40
Supplemental Note: $74.50 overtime hours
Shift Wage Rate: $83.33

Operating Engineer - Building Work I

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

Effective Period: 7/1/2026 - 6/30/2027
Wage Rate per Hour: $74.34
Supplemental Benefit Rate per Hour: $40.40
Supplemental Note: $74.50 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: 7/1/2026 - 6/30/2027
Wage Rate per Hour: $55.45
Supplemental Benefit Rate per Hour: $40.40
Supplemental Note: $74.50 overtime hours

Operating Engineer - Building Work III

Double Drum

Effective Period: 7/1/2026 - 6/30/2027
Wage Rate per Hour: $94.79
Supplemental Benefit Rate per Hour: $40.40
Supplemental Note: $74.50 overtime hours

Operating Engineer - Building Work IV

Stone Derrick, Cranes, Hydraulic Cranes Boom Trucks.

Effective Period: 7/1/2026 - 6/30/2027
Wage Rate per Hour: $100.43
Supplemental Benefit Rate per Hour: $40.40
Supplemental Note: $74.50 overtime hours

Operating Engineer - Building Work V

Dismantling and Erection of Cranes, Relief Engineer.

Effective Period: 7/1/2026 - 6/30/2027
Wage Rate per Hour: $82.68
Supplemental Benefit Rate per Hour: $40.40
Supplemental Note: $74.50 overtime hours

Operating Engineer - Building Work VI

4 Pole Hoist, Single Drum Hoists.

Effective Period: 7/1/2026 - 6/30/2027
Wage Rate per Hour: $81.79
Supplemental Benefit Rate per Hour: $40.40
Supplemental Note: $74.50 overtime hours

Operating Engineer - Building Work VII

Rack & Pinion and House Cars

Effective Period: 7/1/2026 - 6/30/2027
Wage Rate per Hour: $64.87
Supplemental Benefit Rate per Hour: $40.40
Supplemental Note: $74.50 overtime hours
For New House Car projects Wage Rate per Hour $51.61
For New House Car projects: Supplemental Benefit overtime hours: $74.50

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.

(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: 7/1/2026 - 6/30/2027
Wage Rate per Hour: $60.05
Supplemental Benefit Rate per Hour: $50.83

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: 7/1/2026 - 6/30/2027
Wage Rate per Hour: $49.72
Supplemental Benefit Rate per Hour: $60.05
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
President's Day
Memorial Day
Independence Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

Paid Holidays

None

DC9 (Local #1087)

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: 7/1/2026 - 6/30/2027
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

DC9 (Local #1087)

HAZARDOUS MATERIAL HANDLER

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

Handler

Effective Period: 7/1/2026 - 6/30/2027
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
Veteran's Day
Thanksgiving Day
Christmas Day
Easter

Paid Holidays
None

(Local #78 and Local #12A)

HEAT AND FROST INSULATOR

Heat & Frost Insulator

Effective Period: 7/1/2026 - 6/30/2027
Wage Rate per Hour: $73.21
Supplemental Benefit Rate per Hour: $37.81

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: 7/1/2026 - 6/30/2027
Wage Rate per Hour: $40.60
Supplemental Benefit Rate per Hour: $32.80

House Wrecker - Tier B

Effective Period: 7/1/2026 - 6/30/2027
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
Labor Day
Thanksgiving Day
Christmas Day

Paid Holidays
None

(Mason Tenders District Council)

IRON WORKER - ORNAMENTAL

Iron Worker - Ornamental

Effective Period: 7/1/2026 - 6/30/2027
Wage Rate per Hour: $48.65
Supplemental Benefit Rate per Hour: $69.29
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: 7/1/2026 - 6/30/2027
Wage Rate per Hour: $59.45
Supplemental Benefit Rate per Hour: $94.63
Supplemental Note: Supplemental benefits are to be paid at the applicable overtime rate when overtime is in effect.

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

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

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

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

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: 7/1/2026 - 6/30/2027
Wage Rate per Hour: $46.60
Supplemental Benefit Rate per Hour: $57.77

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
Columbus Day
Christmas Day

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

Paid Holidays

Labor Day
Thanksgiving Day

Shift Rates

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

(Local #731)

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: 7/1/2026 - 6/30/2027
Wage Rate per Hour: $46.98
Supplemental Benefit Rate per Hour: $56.65
Supplemental Note: For time and one half overtime - $61.53 For double overtime - $66.40

Paver & Roadbuilder - Formsetter

Effective Period: 7/1/2026 - 6/30/2027
Wage Rate per Hour: $50.85
Supplemental Benefit Rate per Hour: $56.65
Supplemental Note: For time and one half overtime - $61.53 For double overtime - $66.40

Production Paver & Roadbuilder - Shoveler

General laborer (except removal of surfaces - see Paver and Roadbuilder-Laborer) including but not limited to tamper, AC paint and liquid tar work.

Effective Period: 7/1/2026 - 6/30/2027
Wage Rate per Hour: $46.98
Supplemental Benefit Rate per Hour: $56.65
Supplemental Note: For time and one half overtime - $61.53 For double overtime - $66.40

Production Paver & Roadbuilder - Raker

Effective Period: 7/1/2026 - 6/30/2027
Wage Rate per Hour: $50.85
Supplemental Benefit Rate per Hour: $56.65
Supplemental Note: For time and one half overtime - $61.53 For double overtime - $66.40

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: 7/1/2026 - 6/30/2027
Wage Rate per Hour: $51.45
Supplemental Benefit Rate per Hour: $56.65
Supplemental Note: For time and one half overtime - $61.53 For double overtime - $66.40

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: 7/1/2026 - 6/30/2027
Wage Rate per Hour: $43.00
Supplemental Benefit Rate per Hour: $25.77
Supplemental Note: For time and one half overtime - $28.02 For double overtime - $30.27

Lineperson - Crew Chief

Effective Period: 7/1/2026 - 6/30/2027
Wage Rate per Hour: $47.00
Supplemental Benefit Rate per Hour: $25.77
Supplemental Note: For time and one half overtime - $28.02 For double overtime - $30.27

Laborer: Striping Assistant - Green Infrastructure - Traffic Control

Effective Period: 7/1/2026 - 6/30/2027
Wage Rate per Hour: $41.00
Supplemental Benefit Rate per Hour: $25.77
Supplemental Note: For time and one half overtime - $28.02 For double overtime - $30.27

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

Shift Rates

Vacation
As of January 1, 2026, Vacation removed and its value was incorporated in the Supplemental Benefit rate above.

Vacation

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: 7/1/2026 - 6/30/2027
Wage Rate per Hour: $40.66
Supplemental Benefit Rate per Hour: $18.55

Landscaper (Year 3 - 5)

Effective Period: 7/1/2026 - 6/30/2027
Wage Rate per Hour: $39.39
Supplemental Benefit Rate per Hour: $18.55

Landscaper (up to 3 years)

Effective Period: 7/1/2026 - 6/30/2027
Wage Rate per Hour: $36.19
Supplemental Benefit Rate per Hour: $18.55

Groundsperson

Effective Period: 7/1/2026 - 6/30/2027
Wage Rate per Hour: $36.19
Supplemental Benefit Rate per Hour: $18.55

Tree Remover / Pruner

Effective Period: 7/1/2026 - 6/30/2027
Wage Rate per Hour: $47.08
Supplemental Benefit Rate per Hour: $18.55

Landscaper Sprayer (Pesticide Applicator)

Effective Period: 7/1/2026 - 6/30/2027
Wage Rate per Hour: $34.28
Supplemental Benefit Rate per Hour: $18.55

Watering - Plant Maintainer

Effective Period: 7/1/2026 - 6/30/2027
Wage Rate per Hour: $27.85
Supplemental Benefit Rate per Hour: $18.55

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

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

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

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

(Local #175)

MARBLE MECHANIC

Marble Setter

Effective Period: 7/1/2026 - 7/1/2026

Wage Rate per Hour: **$60.21**
Supplemental Benefit Rate per Hour: **$44.96**

Effective Period: 7/2/2026 - 6/30/2027
Wage Rate per Hour: **$60.61**
Supplemental Benefit Rate per Hour: **$45.31**

Marble Finisher

Effective Period: 7/1/2026 - 7/1/2026
Wage Rate per Hour: **$46.17**
Supplemental Benefit Rate per Hour: **$41.91**

Effective Period: 7/2/2026 - 6/30/2027
Wage Rate per Hour: **$46.49**
Supplemental Benefit Rate per Hour: **$42.11**

Marble Polisher

Effective Period: 7/1/2026 - 7/1/2026
Wage Rate per Hour: **$45.11**
Supplemental Benefit Rate per Hour: **$35.01**

Effective Period: 7/2/2026 - 6/30/2027
Wage Rate per Hour: **$45.47**
Supplemental Benefit Rate per Hour: **$35.21**

Marble Maintenance Finisher

Effective Period: 7/1/2026 - 7/1/2026
Wage Rate per Hour: **$28.30**
Supplemental Benefit Rate per Hour: **$15.94**

Effective Period: 7/2/2026 - 6/30/2027
Wage Rate per Hour: **$28.56**
Supplemental Benefit Rate per Hour: **$16.09**

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
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: 7/1/2026 - 6/30/2027
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 114.3% of straight time on wage rate and fringe benefit 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: 7/1/2026 - 6/30/2027
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: 7/1/2026 - 6/30/2027
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
Thanksgiving Day
Christmas Day

Paid Holidays
None

(Local #79)

METALLIC LATHER

Metallic Lather

Effective Period: 7/1/2026 - 6/30/2027
Wage Rate per Hour: $47.85
Supplemental Benefit Rate per Hour: $57.11
Supplemental Note: For time and one half overtime - $69.11 For double overtime - $90.51

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: 7/1/2026 - 6/30/2027
Wage Rate per Hour: $62.03

Supplemental Benefit Rate per Hour: $59.98

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

Mosaic Mechanic - Mosaic & Terrazzo Mechanic

Effective Period: 7/1/2026 - 6/30/2027
Wage Rate per Hour: $55.82
Supplemental Benefit Rate per Hour: $49.47

Mosaic Mechanic- Mosaic & Terrazzo Mechanic / Machine Operator Grinder

Effective Period: 7/1/2026 - 6/30/2027
Wage Rate per Hour: $54.22
Supplemental Benefit Rate per Hour: $49.47

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: 7/1/2026 - 6/30/2027
Wage Rate per Hour: $45.50
Supplemental Benefit Rate per Hour: $45.72
Supplemental Note: Supplemental benefits for time and one half overtime - $54.78, For double overtime - $63.83

Spray & Scaffold / Decorative / Sandblast

Effective Period: 7/1/2026 - 6/30/2027
Wage Rate per Hour: $48.50
Supplemental Benefit Rate per Hour: $45.72
Supplemental Note: Supplemental benefits for time and one half overtime - $54.78, For double overtime - $63.83

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)

PAINTER - BRIDGE & STRUCTURAL STEEL

Painters on Structural Steel

Effective Period: 7/1/2026 - 6/30/2027
Wage Rate per Hour: $57.00
Supplemental Benefit Rate per Hour: $57.21

Painter - Power Tool

Effective Period: 7/1/2026 - 6/30/2027
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: 7/1/2026 - 6/30/2027
Wage Rate per Hour: $35.00
Supplemental Benefit Rate per Hour: $12.84

METAL POLISHER - NEW CONSTRUCTION

Effective Period: 7/1/2026 - 6/30/2027
Wage Rate per Hour: $35.95
Supplemental Benefit Rate per Hour: $12.84

METAL POLISHER - SCAFFOLD OVER 34 FEET

Effective Period: 7/1/2026 - 6/30/2027
Wage Rate per Hour: $38.50
Supplemental Benefit Rate per Hour: $12.84

ASSISTANT METAL POLISHER

Effective Period: 7/1/2026 - 6/30/2027
Wage Rate per Hour: $27.19
Supplemental Benefit Rate per Hour: $12.47

ASSISTANT METAL POLISHER - NEW CONSTRUCTION

Effective Period: 7/1/2026 - 6/30/2027
Wage Rate per Hour: $27.94
Supplemental Benefit Rate per Hour: $12.47

ASSISTANT METAL POLISHER - SCAFFOLD OVER 34 FEET

Effective Period: 7/1/2026 - 6/30/2027
Wage Rate per Hour: $29.69
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: 7/1/2026 - 6/30/2027
Wage Rate per Hour: $49.39

Supplemental Benefit Rate per Hour: $29.75

Assistant Sign Painter

Effective Period: 7/1/2026 - 6/30/2027
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: 7/1/2026 - 6/30/2027
Wage Rate per Hour: $49.02
Supplemental Benefit Rate per Hour: $46.90
Supplemental Note: Supplemental benefits for time and one half overtime - $55.87, For double overtime - $64.84

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

Shift Rates

None

(District Council of Painters #9)

PLASTERER

Plasterer

Effective Period: 7/1/2026 - 6/30/2027
Wage Rate per Hour: $48.51
Supplemental Benefit Rate per Hour: $32.78

Plasterer II

Effective Period: 7/1/2026 - 6/30/2027
Wage Rate per Hour: $32.11
Supplemental Benefit Rate per Hour: $16.70

Overtime

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

Overtime Holidays

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

Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Christmas Day

Paid Holidays
None

Shift Rates
When it is not possible to conduct work during regular working hours (between 6:00am 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: 7/1/2026 - 6/30/2027
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

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: 7/1/2026 - 6/30/2027
Wage Rate per Hour: $78.05
Supplemental Benefit Rate per Hour: $46.40
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: 7/1/2026 - 6/30/2027
Wage Rate per Hour: $62.52
Supplemental Benefit Rate per Hour: $37.04
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: 7/1/2026 - 6/30/2027
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
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: 7/1/2026 - 6/30/2027
Wage Rate per Hour: $54.25
Supplemental Benefit Rate per Hour: $33.21

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: 7/1/2026 - 6/30/2027
Wage Rate per Hour: $75.00
Supplemental Benefit Rate per Hour: $35.81

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

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

POINTER, WATERPROOFER, CAULKER, SANDBLASTER, STEAMBLASTER
(Exterior Building Renovation)

Journeyperson

Effective Period: 7/1/2026 - 6/30/2027
Wage Rate per Hour: $66.58
Supplemental Benefit Rate per Hour: $33.85

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: 7/1/2026 - 6/30/2027
Wage Rate per Hour: $52.50
Supplemental Benefit Rate per Hour: $40.03

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

Overtime Holidays

Time and one half the regular rate for work on the following holiday(s).
New Year's Day
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: 7/1/2026 - 6/30/2027
Wage Rate per Hour: $57.08
Supplemental Benefit Rate per Hour: $60.70
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: 7/1/2026 - 6/30/2027
Wage Rate per Hour: $45.66
Supplemental Benefit Rate per Hour: $60.70

Sheet Metal Worker - Duct Cleaner

Effective Period: 7/1/2026 - 6/30/2027
Wage Rate per Hour: $21.00
Supplemental Benefit Rate per Hour: $13.06

Overtime Description

Double time the regular rate after 10 hours on Saturday.

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
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
Juneteenth

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: 7/1/2026 - 6/30/2027
Wage Rate per Hour: $52.54
Supplemental Benefit Rate per Hour: $31.61
Supplemental Note: Supplemental benefit contributions are to be made at the applicable overtime rates.

Overtime Description
Double time the regular rate after 10 hours on Saturday.

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
Juneteenth

Paid Holidays
None

(Local #28)

SHIPYARD WORKER

Shipyard Mechanic - First Class

Effective Period: 7/1/2026 - 6/30/2027
Wage Rate per Hour: $33.06
Supplemental Benefit Rate per Hour: $3.04

Shipyard Mechanic - Second Class

Effective Period: 7/1/2026 - 6/30/2027
Wage Rate per Hour: $22.89
Supplemental Benefit Rate per Hour: $2.26

Shipyard Laborer - First Class

Effective Period: 7/1/2026 - 6/30/2027
Wage Rate per Hour: $27.74
Supplemental Benefit Rate per Hour: $3.28

Shipyard Laborer - Second Class

Effective Period: 7/1/2026 - 6/30/2027
Wage Rate per Hour: $19.92
Supplemental Benefit Rate per Hour: $2.41

Shipyard Dockhand - First Class

Effective Period: 7/1/2026 - 6/30/2027
Wage Rate per Hour: $28.65
Supplemental Benefit Rate per Hour: $3.27

Shipyard Dockhand - Second Class

Effective Period: 7/1/2026 - 6/30/2027
Wage Rate per Hour: $20.78
Supplemental Benefit Rate per Hour: $3.20

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: 7/1/2026 - 6/30/2027
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
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: 7/1/2026 - 6/30/2027
Wage Rate per Hour: $61.80
Supplemental Benefit Rate per Hour: $64.89
Supplemental Note: Overtime supplemental benefit rate for double time: $129.04. For time & half: $96.97

Steamfitter -Temporary Services

Effective Period: 7/1/2026 - 6/30/2027
Wage Rate per Hour: $46.97
Supplemental Benefit Rate per Hour: $52.50

Overtime
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
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Christmas Day

The single time rate plus 15%.
Martin Luther King Jr. Day
President's Day
Columbus Day
Veteran's 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

Shift Rates
When shift work is
performed the wage rate for regular time worked is a 15% percent premium on wage.

Local 638

STEAMFITTER - REFRIGERATION AND AIR CONDITIONER
(Maintenance and Installation Service Person)

Refrigeration and Air Conditioner Mechanic

Effective Period: 7/1/2026 - 6/30/2027
Wage Rate per Hour: $48.35
Supplemental Benefit Rate per Hour: $23.46

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

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

Double time and one half the regular rate for work on the following holiday(s).
Martin Luther King Jr. Day
President's Day
Memorial Day
Columbus Day

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: 7/1/2026 - 6/30/2027
Wage Rate per Hour: $62.52

Supplemental Benefit Rate per Hour: $56.92

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: 7/1/2026 - 6/30/2027
Wage Rate per Hour: $49.01
Supplemental Benefit Rate per Hour: $37.67
Supplemental Note: Supplemental benefits for time and one half overtime - $42.80, For double overtime - $75.34

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
Columbus Day
Thanksgiving Day
Day before Christmas
Christmas Day
Day before New Year's 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: 7/1/2026 - 6/30/2027
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: 7/1/2026 - 6/30/2027
Wage Rate per Hour: $50.93
Supplemental Benefit Rate per Hour: $34.66

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

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: 7/1/2026 - 6/30/2027
Wage Rate per Hour: $66.35
Supplemental Benefit Rate per Hour: $38.06

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
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: 7/1/2026 - 6/30/2027
Wage Rate per Hour: $57.59
Supplemental Benefit Rate per Hour: $57.41

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

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: 7/1/2026 - 6/30/2027
Wage Rate per Hour: $75.14
Supplemental Benefit Rate per Hour: $66.51

Tunnel Workers (Compressed Air Rates)

Effective Period: 7/1/2026 - 6/30/2027
Wage Rate per Hour: $72.46
Supplemental Benefit Rate per Hour: $64.41

Top Nipper (Compressed Air Rates)

Effective Period: 7/1/2026 - 6/30/2027
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: 7/1/2026 - 6/30/2027
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: 7/1/2026 - 6/30/2027
Wage Rate per Hour: $69.83
Supplemental Benefit Rate per Hour: $62.11

Changehouse Attendant: Powder Watchperson (Compressed Air Rates)

Effective Period: 7/1/2026 - 6/30/2027
Wage Rate per Hour: $61.57
Supplemental Benefit Rate per Hour: $58.18

Blasters (Free Air Rates)

Effective Period: 7/1/2026 - 6/30/2027
Wage Rate per Hour: $71.69
Supplemental Benefit Rate per Hour: $63.84

Tunnel Workers (Free Air Rates)

Effective Period: 7/1/2026 - 6/30/2027
Wage Rate per Hour: $68.58
Supplemental Benefit Rate per Hour: $61.18

All Others (Free Air Rates)

Effective Period: 7/1/2026 - 6/30/2027
Wage Rate per Hour: $63.40
Supplemental Benefit Rate per Hour: $56.62

Microtunneling (Free Air Rates)

Effective Period: 7/1/2026 - 6/30/2027
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
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: 7/1/2026 - 6/30/2027
Wage Rate per Hour: $38.03

Supplemental Benefit Rate per Hour: $1.43

Utility Locator (Months 55-60)

Effective Period: 7/1/2026 - 6/30/2027
Wage Rate per Hour: $35.83
Supplemental Benefit Rate per Hour: $1.43

Utility Locator (Months 49-54)

Effective Period: 7/1/2026 - 6/30/2027
Wage Rate per Hour: $34.07
Supplemental Benefit Rate per Hour: $1.43

Utility Locator (Months 43-48)

Effective Period: 7/1/2026 - 6/30/2027
Wage Rate per Hour: $32.30
Supplemental Benefit Rate per Hour: $1.43

Utility Locator (Months 37-42)

Effective Period: 7/1/2026 - 6/30/2027
Wage Rate per Hour: $30.54
Supplemental Benefit Rate per Hour: $1.43

Utility Locator (Months 31-36)

Effective Period: 7/1/2026 - 6/30/2027
Wage Rate per Hour: $28.78
Supplemental Benefit Rate per Hour: $1.43

Utility Locator (Months 25-30)

Effective Period: 7/1/2026 - 6/30/2027
Wage Rate per Hour: $27.02
Supplemental Benefit Rate per Hour: $1.43

Utility Locator (Months 19-24)

Effective Period: 7/1/2026 - 6/30/2027
Wage Rate per Hour: $25.26
Supplemental Benefit Rate per Hour: $1.43

Utility Locator (Months 13-18)

Effective Period: 7/1/2026 - 6/30/2027
Wage Rate per Hour: $23.50

Supplemental Benefit Rate per Hour: $1.43

Utility Locator (Months 7-12)

Effective Period: 7/1/2026 - 6/30/2027
Wage Rate per Hour: $21.74
Supplemental Benefit Rate per Hour: $1.43

Utility Locator (Months 0-6)

Effective Period: 7/1/2026 - 6/30/2027
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.

OFFICE OF THE COMPTROLLER

CITY OF NEW YORK

CONSTRUCTION APPRENTICE PREVAILING WAGE SCHEDULE

Pursuant to Labor Law § 220 (3-e), only apprentices who are individually registered in a bona fide program to which the employer contractor is a participant and registered with the New York State Department of Labor, may be paid at the apprentice rates in this schedule. Apprentices who are not so registered must be paid as journey persons in accordance with the trade classification of the work they actually performed.

Apprentice ratios are established to ensure the proper safety, training and supervision of apprentices. A ratio establishes the number of journey workers required for each apprentice in a program and on a job site. Ratios are interpreted as follows: in the case of a 1:1, 1:4 ratio, there must be one journey worker for the first apprentice, and four additional journey workers for each subsequent apprentice.

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
CONSTRUCTION APPRENTICE PREVAILING WAGE SCHEDULE

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BOILERMAKER
(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 3)

Boilermaker (First Year)

Effective Period: 7/1/2026 - 6/30/2027
Wage Rate per Hour: $45.75
Supplemental Benefit Rate per Hour: $35.60

Boilermaker (Second Year: 1st Six Months)

Effective Period: 7/1/2026 - 6/30/2027
Wage Rate per Hour: $49.27
Supplemental Benefit Rate per Hour: $37.70

Boilermaker (Second Year: 2nd Six Months)

Effective Period: 7/1/2026 - 6/30/2027
Wage Rate per Hour: $52.79
Supplemental Benefit Rate per Hour: $39.81

Boilermaker (Third Year: 1st Six Months)

Effective Period: 7/1/2026 - 6/30/2027
Wage Rate per Hour: $56.30
Supplemental Benefit Rate per Hour: $41.89

Boilermaker (Third Year: 2nd Six Months)

Effective Period: 7/1/2026 - 6/30/2027
Wage Rate per Hour: $59.82
Supplemental Benefit Rate per Hour: $44.02

Boilermaker (Fourth Year: 1st Six Months)

Effective Period: 7/1/2026 - 6/30/2027
Wage Rate per Hour: $63.34
Supplemental Benefit Rate per Hour: $46.13

Boilermaker (Fourth Year: 2nd Six Months)

Effective Period: 7/1/2026 - 6/30/2027
Wage Rate per Hour: $66.86
Supplemental Benefit Rate per Hour: $48.24

(Local #5)

BRICKLAYER
(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 4)

Bricklayer (First 650 Hours)

Effective Period: 7/1/2026 - 6/30/2027
Wage Rate per Hour: $24.52
Supplemental Benefit Rate per Hour: $29.85

Bricklayer (Second 650 Hours)

Effective Period: 7/1/2026 - 6/30/2027
Wage Rate per Hour: $30.65
Supplemental Benefit Rate per Hour: $29.85

Bricklayer (Third 650 Hours)

Effective Period: 7/1/2026 - 6/30/2027
Wage Rate per Hour: $36.77
Supplemental Benefit Rate per Hour: $29.85

Bricklayer (Fourth 650 Hours)

Effective Period: 7/1/2026 - 6/30/2027
Wage Rate per Hour: $42.90
Supplemental Benefit Rate per Hour: $29.85

Bricklayer (Fifth 650 Hours)

Effective Period: 7/1/2026 - 6/30/2027
Wage Rate per Hour: $49.03
Supplemental Benefit Rate per Hour: $29.85

Bricklayer (Last 750 Hours)

Effective Period: 7/1/2026 - 6/30/2027
Wage Rate per Hour: $55.16
Supplemental Benefit Rate per Hour: $29.85

(Bricklayer District Council)

CARPENTER
(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 4)

Carpenter (First Year)

Effective Period: 7/1/2026 - 6/30/2027
Wage Rate Per Hour For Building Apprentice: $25.20
Supplemental Benefit Rate Per Hour For Building Apprentice: $20.20

Wage Rate Per Hour For Heavy Apprentice: $28.98
Supplemental Benefit Rate Per Hour For Heavy Apprentice: $39.89

Carpenter (Second Year)

Effective Period: 7/1/2026 - 6/30/2027
Wage Rate Per Hour For Building Apprentice: $28.20
Supplemental Benefit Rate Per Hour For Building Apprentice: $21.70

Wage Rate Per Hour For Heavy Apprentice: $34.58
Supplemental Benefit Rate Per Hour For Heavy Apprentice: $39.89

Carpenter (Third Year)

Effective Period: 7/1/2026 - 6/30/2027
Wage Rate Per Hour For Building Apprentice: $32.45
Supplemental Benefit Rate Per Hour For Building Apprentice: $25.30

Wage Rate Per Hour For Heavy Apprentice: $42.96
Supplemental Benefit Rate Per Hour For Heavy Apprentice: $39.89

Carpenter (Fourth Year)

Effective Period: 7/1/2026 - 6/30/2027
Wage Rate Per Hour For Building Apprentice: $40.33
Supplemental Benefit Rate Per Hour For Building Apprentice: $27.30

Wage Rate Per Hour For Heavy Apprentice: $51.35
Supplemental Benefit Rate Per Hour For Heavy Apprentice: $39.89

(Carpenters District Council)

CARPENTER - HIGH RISE CONCRETE FORMS
(Ratio of Apprentice to Journeyperson: 1 to 1, 2 to 5)

Carpenter - High Rise (First Year)

Effective Period: 7/1/2026 - 6/30/2027
Wage Rate per Hour: $18.27
Supplemental Benefit Rate per Hour: $17.55

Carpenter - High Rise (Second Year)

Effective Period: 7/1/2026 - 6/30/2027
Wage Rate per Hour: $24.70
Supplemental Benefit Rate per Hour: $17.68

Carpenter - High Rise (Third Year)

Effective Period: 7/1/2026 - 6/30/2027
Wage Rate per Hour: $31.28
Supplemental Benefit Rate per Hour: $17.81

Carpenter - High Rise (Fourth Year)

Effective Period: 7/1/2026 - 6/30/2027
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: 7/1/2026 - 6/30/2027
Wage Rate per Hour: $19.27
Supplemental Benefit Rate per Hour: $17.97

Cement & Concrete Worker (Second 1333 hours)

Effective Period: 7/1/2026 - 6/30/2027

Wage Rate per Hour: **$25.24**
Supplemental Benefit Rate per Hour: **$23.41**

Cement & Concrete Worker (Last 1334 hours)

Effective Period: 7/1/2026 - 6/30/2027
Wage Rate per Hour: **$31.21**
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: 7/1/2026 - 6/30/2027
Wage Rate per Hour: **$23.77**
Supplemental Benefit Rate per Hour: **$14.86**

Cement Mason (Second Year)

Effective Period: 7/1/2026 - 6/30/2027
Wage Rate per Hour: **$28.74**
Supplemental Benefit Rate per Hour: **$15.16**

Cement Mason (Third Year)

Effective Period: 7/1/2026 - 6/30/2027
Wage Rate per Hour: **$34.27**
Supplemental Benefit Rate per Hour: **$15.27**

(Local #780)

DERRICKPERSON & RIGGER (STONE)
(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 4)

Derrickperson & Rigger (stone) - First Year

Effective Period: 7/1/2026 - 6/30/2027
Wage Rate per Hour: $30.91
Supplemental Benefit Rate per Hour: $31.63

Derrickperson & Rigger (stone) - Second Year: 1st Six Months

Effective Period: 7/1/2026 - 6/30/2027
Wage Rate per Hour: $43.27
Supplemental Benefit Rate per Hour: $47.63

Derrickperson & Rigger (stone) - Second Year: 2nd Six Months

Effective Period: 7/1/2026 - 6/30/2027
Wage Rate per Hour: $49.46
Supplemental Benefit Rate per Hour: $47.63

Derrickperson & Rigger (stone) - Third Year

Effective Period: 7/1/2026 - 6/30/2027
Wage Rate per Hour: $55.64
Supplemental Benefit Rate per Hour: $47.63

(Local #197)

DOCKBUILDER/PILE DRIVER
(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 6)

Dockbuilder/Pile Driver (First Year)

Effective Period: 7/1/2026 - 6/30/2027
Wage Rate Per Hour: $28.98
Supplemental Benefit Rate Per Hour: $39.89

Dockbuilder/Pile Driver (Second Year)

Effective Period: 7/1/2026 - 6/30/2027
Wage Rate Per Hour: $34.58
Supplemental Benefit Rate Per Hour: $39.89

Dockbuilder/Pile Driver (Third Year)

Effective Period: 7/1/2026 - 6/30/2027
Wage Rate Per Hour: $42.96
Supplemental Benefit Rate Per Hour: $39.89

Dockbuilder/Pile Driver (Fourth Year)

Effective Period: 7/1/2026 - 6/30/2027
Wage Rate Per Hour: $51.35
Supplemental Benefit Rate Per Hour: $39.89

(Carpenters District Council)

ELECTRICIAN
(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 3)

Electrician 1st year

Effective Period: 7/1/2026 - 4/14/2027
Wage Rate per Hour: $19.25
Supplemental Benefit Rate per Hour: $19.84
Overtime Supplemental Rate Per Hour: $21.11

Effective Period: 4/15/2027 - 6/30/2027
Wage Rate per Hour: $19.25
Supplemental Benefit Rate per Hour: $20.93
Overtime Supplemental Rate Per Hour: $22.21

Electrician 2nd Year

Effective Period: 7/1/2026 - 4/14/2027
Wage Rate per Hour: $21.25
Supplemental Benefit Rate per Hour: $20.88
Overtime Supplemental Rate Per Hour: $22.29

Effective Period: 4/15/2027 - 6/30/2027
Wage Rate per Hour: $21.25
Supplemental Benefit Rate per Hour: $21.99
Overtime Supplemental Rate Per Hour: $23.40

Electrician 3rd Year

Effective Period: 7/1/2026 - 4/14/2027
Wage Rate per Hour: $23.25
Supplemental Benefit Rate per Hour: $21.93

Overtime Supplemental Rate Per Hour: $23.48

Effective Period: 4/15/2027 - 6/30/2027
Wage Rate per Hour: $23.25
Supplemental Benefit Rate per Hour: $23.05
Overtime Supplemental Rate Per Hour: $24.59

Electrician 4th Year

Effective Period: 7/1/2026 - 4/14/2027
Wage Rate per Hour: $26.25
Supplemental Benefit Rate per Hour: $23.50
Overtime Supplemental Rate Per Hour: $25.25

Effective Period: 4/15/2027 - 6/30/2027
Wage Rate per Hour: $26.25
Supplemental Benefit Rate per Hour: $24.64
Overtime Supplemental Rate Per Hour: $26.38

Electrician 5th Term (0-12 Months)

MIJ 1

Effective Period: 7/1/2026 - 4/14/2027
Wage Rate per Hour: $27.50
Supplemental Benefit Rate per Hour: $26.79
Overtime Supplemental Rate Per Hour: $28.52

Effective Period: 4/15/2027 - 6/30/2027
Wage Rate per Hour: $27.50
Supplemental Benefit Rate per Hour: $27.42
Overtime Supplemental Rate Per Hour: $29.16

Electrician 5th Term (13-18 Months)

MIJ 2

Effective Period: 7/1/2026 - 4/14/2027
Wage Rate per Hour: $33.50
Supplemental Benefit Rate per Hour: $30.01
Overtime Supplemental Rate Per Hour: $32.13

Effective Period: 4/15/2027 - 6/30/2027
Wage Rate per Hour: $33.50
Supplemental Benefit Rate per Hour: $30.68
Overtime Supplemental Rate Per Hour: $32.80

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: 7/1/2026 - 3/16/2027
Wage Rate per Hour: $37.09
Supplemental Benefit Rate per Hour: $36.18

Effective Period: 3/17/2027 - 6/30/2027
Wage Rate per Hour: $38.53
Supplemental Benefit Rate per Hour: $36.88

Elevator (Constructor) - Second Year

Effective Period: 7/1/2026 - 3/16/2027
Wage Rate per Hour: $47.54
Supplemental Benefit Rate per Hour: $36.90

Effective Period: 3/17/2027 - 6/30/2027
Wage Rate per Hour: $49.37
Supplemental Benefit Rate per Hour: $37.64

Elevator (Constructor) - Third Year

Effective Period: 7/1/2026 - 3/16/2027
Wage Rate per Hour: $56.18
Supplemental Benefit Rate per Hour: $38.35

Effective Period: 3/17/2027 - 6/30/2027
Wage Rate per Hour: $58.34
Supplemental Benefit Rate per Hour: $39.17

Elevator (Constructor) - Fourth Year

Effective Period: 7/1/2026 - 3/16/2027
Wage Rate per Hour: $64.82

Supplemental Benefit Rate per Hour: $39.81

Effective Period: 3/17/2027 - 6/30/2027
Wage Rate per Hour: $67.32
Supplemental Benefit Rate per Hour: $40.71

(Local #1)

ELEVATOR REPAIR & MAINTENANCE
(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 2)

Elevator Service/Modernization Mechanic (First Year)

Effective Period: 7/1/2026 - 3/16/2027
Wage Rate per Hour: $37.09
Supplemental Benefit Rate per Hour: $36.15

Effective Period: 3/17/2027 - 6/30/2027
Wage Rate per Hour: $38.53
Supplemental Benefit Rate per Hour: $36.85

Elevator Service/Modernization Mechanic (Second Year)

Effective Period: 7/1/2026 - 3/16/2027
Wage Rate per Hour: $37.43
Supplemental Benefit Rate per Hour: $36.87

Effective Period: 3/17/2027 - 6/30/2027
Wage Rate per Hour: $38.90
Supplemental Benefit Rate per Hour: $37.61

Elevator Service/Modernization Mechanic (Third Year)

Effective Period: 7/1/2026 - 3/16/2027
Wage Rate per Hour: $44.24
Supplemental Benefit Rate per Hour: $38.32

Effective Period: 3/17/2027 - 6/30/2027
Wage Rate per Hour: $45.97
Supplemental Benefit Rate per Hour: $39.14

Elevator Service/Modernization Mechanic (Fourth Year)

Effective Period: 7/1/2026 - 3/16/2027
Wage Rate per Hour: $51.05
Supplemental Benefit Rate per Hour: $39.76

Effective Period: 3/17/2027 - 6/30/2027
Wage Rate per Hour: $53.04
Supplemental Benefit Rate per Hour: $40.66

(Local #1)

ENGINEER
(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 5)

Engineer - First Year

Effective Period: 7/1/2026 - 6/30/2027
Wage Rate per Hour: $29.09
Supplemental Benefit Rate per Hour: $36.76

Engineer - Second Year

Effective Period: 7/1/2026 - 6/30/2027
Wage Rate per Hour: $36.36
Supplemental Benefit Rate per Hour: $36.76

Engineer - Third Year

Effective Period: 7/1/2026 - 6/30/2027
Wage Rate per Hour: $40.00
Supplemental Benefit Rate per Hour: $36.76

Engineer - Fourth Year

Effective Period: 7/1/2026 - 6/30/2027
Wage Rate per Hour: $43.63
Supplemental Benefit Rate per Hour: $36.76

(Local #15)

ENGINEER - OPERATING
(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 5)

Operating Engineer - First Year

Effective Period: 7/1/2026 - 6/30/2027
Wage Rate per Hour: $38.96
Supplemental Benefit Rate per Hour: $29.90

Operating Engineer - Second Year

Effective Period: 7/1/2026 - 6/30/2027
Wage Rate per Hour: $48.70
Supplemental Benefit Rate per Hour: $29.90

Operating Engineer - Third Year

Effective Period: 7/1/2026 - 6/30/2027
Wage Rate per Hour: $58.44
Supplemental Benefit Rate per Hour: $29.90

(Local #14)

FLOOR COVERER
(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 4)

Floor Coverer (First Year)

Effective Period: 7/1/2026 - 6/30/2027
Wage Rate per Hour: $26.54
Supplemental Benefit Rate per Hour: $19.11

Floor Coverer (Second Year)

Effective Period: 7/1/2026 - 6/30/2027
Wage Rate per Hour: $29.60
Supplemental Benefit Rate per Hour: $20.87

Floor Coverer (Third Year)

Effective Period: 7/1/2026 - 6/30/2027

Wage Rate per Hour: **$34.05**
Supplemental Benefit Rate per Hour: **$24.87**

Floor Coverer (Fourth Year)

Effective Period: 7/1/2026 - 6/30/2027
Wage Rate per Hour: **$42.40**
Supplemental Benefit Rate per Hour: **$27.12**

(Carpenters District Council)

GLAZIER
(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 3)

Glazier (First Year)

Effective Period: 7/1/2026 - 6/30/2027
Wage Rate per Hour: **$22.52**
Supplemental Benefit Rate per Hour: **$20.08**

Glazier (Second Year)

Effective Period: 7/1/2026 - 6/30/2027
Wage Rate per Hour: **$24.41**
Supplemental Benefit Rate per Hour: **$35.41**

Glazier (Third Year)

Effective Period: 7/1/2026 - 6/30/2027
Wage Rate per Hour: **$31.96**
Supplemental Benefit Rate per Hour: **$44.44**

Glazier (Fourth Year)

Effective Period: 7/1/2026 - 6/30/2027
Wage Rate per Hour: **$39.42**
Supplemental Benefit Rate per Hour: **$49.97**

DC9 (Local #1087)

HAZARDOUS MATERIAL HANDLER
(Ratio of Apprentice Journeyperson: 1 to 1, 1 to 3)

Handler (First 1000 Hours)

Effective Period: 7/1/2026 - 6/30/2027
Wage Rate per Hour: $20.80
Supplemental Benefit Rate per Hour: $19.00

Handler (Second 1000 Hours)

Effective Period: 7/1/2026 - 6/30/2027
Wage Rate per Hour: $21.85
Supplemental Benefit Rate per Hour: $19.00

Handler (Third 1000 Hours)

Effective Period: 7/1/2026 - 6/30/2027
Wage Rate per Hour: $24.92
Supplemental Benefit Rate per Hour: $19.00

Handler (Fourth 1000 Hours)

Effective Period: 7/1/2026 - 6/30/2027
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: 7/1/2026 - 6/30/2027
Wage Rate per Hour: $32.95
Supplemental Benefit Rate per Hour: $17.02

Heat & Frost Insulator (Second Year)

Effective Period: 7/1/2026 - 6/30/2027
Wage Rate per Hour: $40.27
Supplemental Benefit Rate per Hour: $20.80

Heat & Frost Insulator (Third Year)

Effective Period: 7/1/2026 - 6/30/2027
Wage Rate per Hour: $47.59
Supplemental Benefit Rate per Hour: $24.58

Heat & Frost Insulator (Fourth Year)

Effective Period: 7/1/2026 - 6/30/2027
Wage Rate per Hour: $54.91
Supplemental Benefit Rate per Hour: $28.37

(Local #12)

HOUSE WRECKER
(TOTAL DEMOLITION)
(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 3)

House Wrecker - First Year

Effective Period: 7/1/2026 - 6/30/2027
Wage Rate per Hour: $22.27
Supplemental Benefit Rate per Hour: $12.22

House Wrecker - Second Year

Effective Period: 7/1/2026 - 6/30/2027
Wage Rate per Hour: $24.02
Supplemental Benefit Rate per Hour: $12.22

House Wrecker - Third Year

Effective Period: 7/1/2026 - 6/30/2027
Wage Rate per Hour: $25.52
Supplemental Benefit Rate per Hour: $12.22

House Wrecker - Fourth Year

Effective Period: 7/1/2026 - 6/30/2027
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: 7/1/2026 - 6/30/2027
Wage Rate per Hour: $25.98
Supplemental Benefit Rate per Hour: $15.99

Iron Worker (Ornamental) - Second Year

Effective Period: 7/1/2026 - 6/30/2027
Wage Rate per Hour: $28.45
Supplemental Benefit Rate per Hour: $17.99

Iron Worker (Ornamental) - Third Year

Effective Period: 7/1/2026 - 6/30/2027
Wage Rate per Hour: $30.80
Supplemental Benefit Rate per Hour: $18.99

Iron Worker (Ornamental) - Fourth Year

Effective Period: 7/1/2026 - 6/30/2027
Wage Rate per Hour: $34.39
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: 7/1/2026 - 6/30/2027
Wage Rate per Hour: $30.87
Supplemental Benefit Rate per Hour: $65.75

Iron Worker (Structural) - 7- 18 Months

Effective Period: 7/1/2026 - 6/30/2027
Wage Rate per Hour: $31.47
Supplemental Benefit Rate per Hour: $65.75

Iron Worker (Structural) - 19 - 36 months

Effective Period: 7/1/2026 - 6/30/2027
Wage Rate per Hour: $32.08
Supplemental Benefit Rate per Hour: $65.75

(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: 7/1/2026 - 6/30/2027
Wage Rate per Hour: $23.30
Supplemental Benefit Rate per Hour: $57.77

Laborer - Heavy & Highway - Second 1000 hours

Effective Period: 7/1/2026 - 6/30/2027
Wage Rate per Hour: $27.96
Supplemental Benefit Rate per Hour: $57.77

Laborer - Heavy & Highway - Third 1000 hours

Effective Period: 7/1/2026 - 6/30/2027
Wage Rate per Hour: $34.95
Supplemental Benefit Rate per Hour: $57.77

Laborer - Heavy & Highway - Fourth 1000 hours

Effective Period: 7/1/2026 - 6/30/2027
Wage Rate per Hour: $41.94
Supplemental Benefit Rate per Hour: $57.77

(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: 7/1/2026 - 6/30/2027
Wage Rate per Hour: $32.86
Supplemental Benefit Rate per Hour: $28.87

Paver and Roadbuilder - Second Year (Minimum 1000 hours)

Effective Period: 7/1/2026 - 6/30/2027
Wage Rate per Hour: $34.50
Supplemental Benefit Rate per Hour: $28.87

(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: 7/1/2026 - 6/30/2027
Wage Rate per Hour: $32.86
Supplemental Benefit Rate per Hour: $25.77

Paver and Roadbuilder - Line Striping (Roadway) - Second Year (Minimum 1000 hours)

Effective Period: 7/1/2026 - 6/30/2027
Wage Rate per Hour: $34.50
Supplemental Benefit Rate per Hour: $25.77

(Local #1010)

MARBLE MECHANICS
(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 4)

Cutters & Setters - 0-3000 Hours

Effective Period: 7/1/2026 - 7/1/2026
Wage Rate per Hour: $25.39
Supplemental Benefit Rate per Hour: $30.18
NO BENEFITS PAID DURING THE FIRST TWO MONTHS (PROBATIONARY PERIOD)

Effective Period: 7/2/2026 - 6/30/2027
Wage Rate per Hour: $26.35
Supplemental Benefit Rate per Hour: $29.52
NO BENEFITS PAID DURING THE FIRST TWO MONTHS (PROBATIONARY PERIOD)

Cutters & Setters - 3001-3750 Hours

Effective Period: 7/1/2026 - 7/1/2026
Wage Rate per Hour: $38.07
Supplemental Benefit Rate per Hour: $34.03

Effective Period: 7/2/2026 - 6/30/2027
Wage Rate per Hour: $39.51
Supplemental Benefit Rate per Hour: $33.04

Cutters & Setters - 3751-4500 Hours

Effective Period: 7/1/2026 - 7/1/2026
Wage Rate per Hour: $41.24
Supplemental Benefit Rate per Hour: $34.99

Effective Period: 7/2/2026 - 6/30/2027
Wage Rate per Hour: $42.80
Supplemental Benefit Rate per Hour: $33.92

Cutters & Setters - 4501-5250 Hours

Effective Period: 7/1/2026 - 7/1/2026
Wage Rate per Hour: $44.41
Supplemental Benefit Rate per Hour: $35.96

Effective Period: 7/2/2026 - 6/30/2027
Wage Rate per Hour: $46.09
Supplemental Benefit Rate per Hour: $34.80

Cutters & Setters - 5251-6000 Hours

Effective Period: 7/1/2026 - 7/1/2026
Wage Rate per Hour: $47.58
Supplemental Benefit Rate per Hour: $36.92

Effective Period: 7/2/2026 - 6/30/2027
Wage Rate per Hour: $49.39
Supplemental Benefit Rate per Hour: $35.68

Cutters & Setters - 6001-7500 Hours

Effective Period: 7/1/2026 - 7/1/2026
Wage Rate per Hour: $49.48
Supplemental Benefit Rate per Hour: $44.08

Effective Period: 7/2/2026 - 6/30/2027
Wage Rate per Hour: $51.51
Supplemental Benefit Rate per Hour: $42.68

Finisher- 0-750 Hours

Effective Period: 7/1/2026 - 7/1/2026
Wage Rate per Hour: $23.56
Supplemental Benefit Rate per Hour: $12.18

Effective Period: 7/2/2026 - 6/30/2027
Wage Rate per Hour: $23.78
Supplemental Benefit Rate per Hour: $12.29

Finisher- 751-1500 Hours

Effective Period: 7/1/2026 - 7/1/2026
Wage Rate per Hour: $24.20
Supplemental Benefit Rate per Hour: $12.68

Effective Period: 7/2/2026 - 6/30/2027
Wage Rate per Hour: $24.43

Supplemental Benefit Rate per Hour: $12.79

Finisher- 1501-2250 Hours

Effective Period: 7/1/2026 - 7/1/2026
Wage Rate per Hour: $24.83
Supplemental Benefit Rate per Hour: $13.18

Effective Period: 7/2/2026 - 6/30/2027
Wage Rate per Hour: $25.07
Supplemental Benefit Rate per Hour: $13.30

Finisher- 2251-3000 Hours

Effective Period: 7/1/2026 - 7/1/2026
Wage Rate per Hour: $25.46
Supplemental Benefit Rate per Hour: $13.68

Effective Period: 7/2/2026 - 6/30/2027
Wage Rate per Hour: $25.70
Supplemental Benefit Rate per Hour: $13.81

Finisher- 3001-3750 Hours

Effective Period: 7/1/2026 - 7/1/2026
Wage Rate per Hour: $26.41
Supplemental Benefit Rate per Hour: $14.43

Effective Period: 7/2/2026 - 6/30/2027
Wage Rate per Hour: $26.65
Supplemental Benefit Rate per Hour: $14.57

Finisher- 3751-4500 Hours

Effective Period: 7/1/2026 - 7/1/2026
Wage Rate per Hour: $27.68
Supplemental Benefit Rate per Hour: $15.43

Effective Period: 7/2/2026 - 6/30/2027
Wage Rate per Hour: $27.93
Supplemental Benefit Rate per Hour: $15.58

Polisher- 0-900 Hours

Effective Period: 7/1/2026 - 7/1/2026
Wage Rate per Hour: $33.84
Supplemental Benefit Rate per Hour: $30.90

Effective Period: 7/2/2026 - 6/30/2027

Wage Rate per Hour: $31.82
Supplemental Benefit Rate per Hour: $30.71

Polisher- 901-1800 Hours

Effective Period: 7/1/2026 - 7/1/2026
Wage Rate per Hour: $38.68
Supplemental Benefit Rate per Hour: $31.32

Effective Period: 7/2/2026 - 6/30/2027
Wage Rate per Hour: $36.37
Supplemental Benefit Rate per Hour: $31.12

Polisher- 1801-2700 Hours

Effective Period: 7/1/2026 - 7/1/2026
Wage Rate per Hour: $43.51
Supplemental Benefit Rate per Hour: $31.79

Effective Period: 7/2/2026 - 6/30/2027
Wage Rate per Hour: $40.91
Supplemental Benefit Rate per Hour: $31.55

(Local #7)

MASON TENDER
(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 3)

Mason Tender - First Year

Effective Period: 7/1/2026 - 6/30/2027
Wage Rate per Hour: $22.27
Supplemental Benefit Rate per Hour: $11.72

Mason Tender - Second Year

Effective Period: 7/1/2026 - 6/30/2027
Wage Rate per Hour: $24.02
Supplemental Benefit Rate per Hour: $11.72

Mason Tender - Third Year

Effective Period: 7/1/2026 - 6/30/2027

Wage Rate per Hour: **$25.52**
Supplemental Benefit Rate per Hour: **$11.72**

Mason Tender - Fourth Year

Effective Period: 7/1/2026 - 6/30/2027
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: 7/1/2026 - 6/30/2027
Wage Rate per Hour: **$21.75**
Supplemental Benefit Rate per Hour: **$11.27**

Mason Tender (Interior Demolition) - Second Year

Effective Period: 7/1/2026 - 6/30/2027
Wage Rate per Hour: **$23.50**
Supplemental Benefit Rate per Hour: **$11.27**

Mason Tender (Interior Demolition) - Third Year

Effective Period: 7/1/2026 - 6/30/2027
Wage Rate per Hour: **$25.00**
Supplemental Benefit Rate per Hour: **$11.27**

Mason Tender (Interior Demolition) - Fourth Year

Effective Period: 7/1/2026 - 6/30/2027
Wage Rate per Hour: **$27.50**
Supplemental Benefit Rate per Hour: **$11.27**

(Local #79)

METALLIC LATHER
(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 3)

Metallic Lather (First Year)

Effective Period: 7/1/2026 - 6/30/2027
Wage Rate per Hour: $22.55
Supplemental Benefit Rate per Hour: $17.87

Metallic Lather (Second Year)

Effective Period: 7/1/2026 - 6/30/2027
Wage Rate per Hour: $25.00
Supplemental Benefit Rate per Hour: $17.92

Metallic Lather (Third Year)

Effective Period: 7/1/2026 - 6/30/2027
Wage Rate per Hour: $28.00
Supplemental Benefit Rate per Hour: $16.92

Metallic Lather (Fourth Year)

Effective Period: 7/1/2026 - 6/30/2027
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: 7/1/2026 - 6/30/2027
Wage Rate per Hour: $33.04
Supplemental Benefit Rate per Hour: $39.09

Millwright (Second Year)

Effective Period: 7/1/2026 - 6/30/2027
Wage Rate per Hour: $38.89
Supplemental Benefit Rate per Hour: $42.79

Millwright (Third Year)

Effective Period: 7/1/2026 - 6/30/2027
Wage Rate per Hour: $44.74
Supplemental Benefit Rate per Hour: $47.14

Millwright (Fourth Year)

Effective Period: 7/1/2026 - 6/30/2027
Wage Rate per Hour: $56.44
Supplemental Benefit Rate per Hour: $53.90

(Local #740)

MOSAIC MECHANIC
Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 4

Mosaic & Terrazzo Mechanic 0-1500

Effective Period: 7/1/2026 - 6/30/2027
Wage Rate per Hour: $23.45
Supplemental Benefit Rate per Hour: $10.96

Mosaic & Terrazzo Mechanic 1501-3000

Effective Period: 7/1/2026 - 6/30/2027
Wage Rate per Hour: $30.80
Supplemental Benefit Rate per Hour: $14.08

Mosaic & Terrazzo Mechanic 3001-3750

Effective Period: 7/1/2026 - 6/30/2027
Wage Rate per Hour: $38.35
Supplemental Benefit Rate per Hour: $22.33

Mosaic & Terrazzo Mechanic 3751-4500

Effective Period: 7/1/2026 - 6/30/2027

Wage Rate per Hour: **$39.00**
Supplemental Benefit Rate per Hour: **$31.70**

Mosaic & Terrazzo Mechanic 4501-5250

Effective Period: 7/1/2026 - 6/30/2027
Wage Rate per Hour: **$45.56**
Supplemental Benefit Rate per Hour: **$33.67**

Mosaic & Terrazzo Mechanic 5251-6000

Effective Period: 7/1/2026 - 6/30/2027
Wage Rate per Hour: **$51.05**
Supplemental Benefit Rate per Hour: **$37.71**

(Local 7)

PAINTER
(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 3)

Painter - Brush & Roller - First Year

Effective Period: 7/1/2026 - 6/30/2027
Wage Rate per Hour: **$18.20**
Supplemental Benefit Rate per Hour: **$20.34**

Painter - Brush & Roller - Second Year

Effective Period: 7/1/2026 - 6/30/2027
Wage Rate per Hour: **$22.76**
Supplemental Benefit Rate per Hour: **$25.91**

Painter - Brush & Roller - Third Year

Effective Period: 7/1/2026 - 6/30/2027
Wage Rate per Hour: **$27.30**
Supplemental Benefit Rate per Hour: **$30.60**

Painter - Brush & Roller - Fourth Year

Effective Period: 7/1/2026 - 6/30/2027
Wage Rate per Hour: **$36.40**

Supplemental Benefit Rate per Hour: $39.74

(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: 7/1/2026 - 6/30/2027
Wage Rate per Hour: $22.80
Supplemental Benefit Rate per Hour: $18.53

Painter - Bridge & Structural Steel (Second Year)

Effective Period: 7/1/2026 - 6/30/2027
Wage Rate per Hour: $34.20
Supplemental Benefit Rate per Hour: $34.29

Painter - Bridge & Structural Steel (Third Year)

Effective Period: 7/1/2026 - 6/30/2027
Wage Rate per Hour: $45.60
Supplemental Benefit Rate per Hour: $45.76

(Local #806)

PAINTER - METAL POLISHER
(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 3)

Metal Polisher (First Year)

Effective Period: 7/1/2026 - 6/30/2027
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: 7/1/2026 - 6/30/2027
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: 7/1/2026 - 6/30/2027
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.)
(Rates are based of the Plasterer ll)

Plasterer - First Term

Effective Period: 7/1/2026 - 6/30/2027
Wage Rate per Hour: $19.15
Supplemental Benefit Rate per Hour: $12.98

Plasterer - Second Term

Effective Period: 7/1/2026 - 6/30/2027
Wage Rate per Hour: $22.54
Supplemental Benefit Rate per Hour: $13.47

Plasterer - Third Term

Effective Period: 7/1/2026 - 6/30/2027
Wage Rate per Hour: $25.95
Supplemental Benefit Rate per Hour: $14.12

(Local #262)

PLASTERER - TENDER
(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 3)

Plasterer Tender - First Year

Effective Period: 7/1/2026 - 6/30/2027
Wage Rate per Hour: $22.27
Supplemental Benefit Rate per Hour: $11.72

Plasterer Tender - Second Year

Effective Period: 7/1/2026 - 6/30/2027
Wage Rate per Hour: $24.02
Supplemental Benefit Rate per Hour: $11.72

Plasterer Tender - Third Year

Effective Period: 7/1/2026 - 6/30/2027
Wage Rate per Hour: $25.52
Supplemental Benefit Rate per Hour: $11.72

Plasterer Tender - Fourth Year

Effective Period: 7/1/2026 - 6/30/2027
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: 7/1/2026 - 6/30/2027
Wage Rate per Hour: $19.00

Supplemental Benefit Rate per Hour: $5.43

Plumber - First Year: 2nd Six Months

Effective Period: 7/1/2026 - 6/30/2027
Wage Rate per Hour: $21.00
Supplemental Benefit Rate per Hour: $6.43

Plumber - Second Year

Effective Period: 7/1/2026 - 6/30/2027
Wage Rate per Hour: $31.78
Supplemental Benefit Rate per Hour: $24.44

Plumber - Third Year

Effective Period: 7/1/2026 - 6/30/2027
Wage Rate per Hour: $33.88
Supplemental Benefit Rate per Hour: $24.44

Plumber - Fourth Year

Effective Period: 7/1/2026 - 6/30/2027
Wage Rate per Hour: $36.73
Supplemental Benefit Rate per Hour: $24.44

Plumber - Fifth Year: 1st Six Months

Effective Period: 7/1/2026 - 6/30/2027
Wage Rate per Hour: $38.13
Supplemental Benefit Rate per Hour: $24.44

Plumber - Fifth Year: 2nd Six Months

Effective Period: 7/1/2026 - 6/30/2027
Wage Rate per Hour: $50.20
Supplemental Benefit Rate per Hour: $24.44

(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: 7/1/2026 - 6/30/2027
Wage Rate per Hour: $34.96
Supplemental Benefit Rate per Hour: $15.65

Pointer, Waterproofer, Caulker, Sandblaster, Steamblaster - Second Year

Effective Period: 7/1/2026 - 6/30/2027
Wage Rate per Hour: $39.69
Supplemental Benefit Rate per Hour: $21.00

Pointer, Waterproofer, Caulker, Sandblaster, Steamblaster - Third Year

Effective Period: 7/1/2026 - 6/30/2027
Wage Rate per Hour: $46.12
Supplemental Benefit Rate per Hour: $24.75

Pointer, Waterproofer, Caulker, Sandblaster, Steamblaster - Fourth Year

Effective Period: 7/1/2026 - 6/30/2027
Wage Rate per Hour: $55.30
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: 7/1/2026 - 6/30/2027
Wage Rate per Hour: $19.95
Supplemental Benefit Rate per Hour: $8.06

Roofer - Second Year

Effective Period: 7/1/2026 - 6/30/2027
Wage Rate per Hour: $23.63

Supplemental Benefit Rate per Hour: $18.39

Roofer - Third Year

Effective Period: 7/1/2026 - 6/30/2027
Wage Rate per Hour: $26.25
Supplemental Benefit Rate per Hour: $20.35

Roofer - Fourth Year

Effective Period: 7/1/2026 - 6/30/2027
Wage Rate per Hour: $31.50
Supplemental Benefit Rate per Hour: $24.28

Roofer - Fifth Year

Effective Period: 7/1/2026 - 6/30/2027
Wage Rate per Hour: $39.38
Supplemental Benefit Rate per Hour: $30.20

(Local #8)

SHEET METAL WORKER
(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 3)

Sheet Metal Worker (0-6 Months)

Effective Period: 7/1/2026 - 6/30/2027
Wage Rate per Hour: $19.57
Supplemental Benefit Rate per Hour: $8.26

Sheet Metal Worker (7-18 Months)

Effective Period: 7/1/2026 - 6/30/2027
Wage Rate per Hour: $19.84
Supplemental Benefit Rate per Hour: $22.30

Sheet Metal Worker (19-30 Months)

Effective Period: 7/1/2026 - 6/30/2027
Wage Rate per Hour: $25.57
Supplemental Benefit Rate per Hour: $30.13

Sheet Metal Worker (31-36 Months)

Effective Period: 7/1/2026 - 6/30/2027
Wage Rate per Hour: $31.31
Supplemental Benefit Rate per Hour: $35.67

Sheet Metal Worker (37-42 Months)

Effective Period: 7/1/2026 - 6/30/2027
Wage Rate per Hour: $31.31
Supplemental Benefit Rate per Hour: $35.67

Sheet Metal Worker (43-48 Months)

Effective Period: 7/1/2026 - 6/30/2027
Wage Rate per Hour: $39.93
Supplemental Benefit Rate per Hour: $44.01

Sheet Metal Worker (49-54 Months)

Effective Period: 7/1/2026 - 6/30/2027
Wage Rate per Hour: $39.93
Supplemental Benefit Rate per Hour: $44.01

Sheet Metal Worker (55-60 Months)

Effective Period: 7/1/2026 - 6/30/2027
Wage Rate per Hour: $45.64
Supplemental Benefit Rate per Hour: $49.58

(Local #28)

SIGN ERECTOR
(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 4)

Sign Erector - First Year: 1st Six Months

Effective Period: 7/1/2026 - 6/30/2027
Wage Rate per Hour: $20.30
Supplemental Benefit Rate per Hour: $18.25

Sign Erector - First Year: 2nd Six Months

Effective Period: 7/1/2026 - 6/30/2027
Wage Rate per Hour: $23.20
Supplemental Benefit Rate per Hour: $20.68

Sign Erector - Second Year: 1st Six Months

Effective Period: 7/1/2026 - 6/30/2027
Wage Rate per Hour: $26.10
Supplemental Benefit Rate per Hour: $23.14

Sign Erector - Second Year: 2nd Six Months

Effective Period: 7/1/2026 - 6/30/2027
Wage Rate per Hour: $29.00
Supplemental Benefit Rate per Hour: $25.61

Sign Erector - Third Year: 1st Six Months

Effective Period: 7/1/2026 - 6/30/2027
Wage Rate per Hour: $31.90
Supplemental Benefit Rate per Hour: $34.50

Sign Erector - Third Year: 2nd Six Months

Effective Period: 7/1/2026 - 6/30/2027
Wage Rate per Hour: $34.80
Supplemental Benefit Rate per Hour: $37.54

Sign Erector - Fourth Year: 1st Six Months

Effective Period: 7/1/2026 - 6/30/2027
Wage Rate per Hour: $37.70
Supplemental Benefit Rate per Hour: $41.43

Sign Erector - Fourth Year: 2nd Six Months

Effective Period: 7/1/2026 - 6/30/2027
Wage Rate per Hour: $40.60
Supplemental Benefit Rate per Hour: $44.55

Sign Erector - Fifth Year

Effective Period: 7/1/2026 - 6/30/2027
Wage Rate per Hour: $43.50
Supplemental Benefit Rate per Hour: $47.68

Sign Erector - Sixth Year

Effective Period: 7/1/2026 - 6/30/2027
Wage Rate per Hour: $46.40
Supplemental Benefit Rate per Hour: $50.78

(Local #137)

STEAMFITTER
(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 3)

Steamfitter - First Year

Effective Period: 7/1/2026 - 6/30/2027
Wage Rate per Hour: $24.72
Supplemental Benefit Rate per Hour: $26.40

Steamfitter - Second Year

Effective Period: 7/1/2026 - 6/30/2027
Wage Rate per Hour: $30.90
Supplemental Benefit Rate per Hour: $32.82

Steamfitter - Third Year

Effective Period: 7/1/2026 - 6/30/2027
Wage Rate per Hour: $37.08
Supplemental Benefit Rate per Hour: $39.23

Steamfitter - Fourth Year

Effective Period: 7/1/2026 - 6/30/2027
Wage Rate per Hour: $43.26
Supplemental Benefit Rate per Hour: $45.65

Steamfitter - Fifth Year

Effective Period: 7/1/2026 - 6/30/2027
Wage Rate per Hour: $49.44
Supplemental Benefit Rate per Hour: $52.06

(Local #638)

STEAMFITTER - REFRIGERATION & AIR CONDITIONER
(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 3)

Refrigeration & Air Conditioner (First Year)

Effective Period: 7/1/2026 - 6/30/2027
Wage Rate per Hour: $23.39
Supplemental Benefit Rate per Hour: $15.35

Refrigeration & Air Conditioner (Second Year)

Effective Period: 7/1/2026 - 6/30/2027
Wage Rate per Hour: $28.25
Supplemental Benefit Rate per Hour: $16.91

Refrigeration & Air Conditioner (Third Year)

Effective Period: 7/1/2026 - 6/30/2027
Wage Rate per Hour: $32.91
Supplemental Benefit Rate per Hour: $18.53

Refrigeration & Air Conditioner (Fourth Year)

Effective Period: 7/1/2026 - 6/30/2027
Wage Rate per Hour: $39.75
Supplemental Benefit Rate per Hour: $20.73

(Local #638-B)

STONE MASON - SETTER
(Ratio Apprentice of Journeyperson: 1 to 1, 1 to 2)

Stone Mason - Setters - First 750 Hours

Effective Period: 7/1/2026 - 6/30/2027
Wage Rate per Hour: $23.41
Supplemental Benefit Rate per Hour: $23.93

Stone Mason - Setters - Second 750 Hours

Effective Period: 7/1/2026 - 6/30/2027
Wage Rate per Hour: $29.26
Supplemental Benefit Rate per Hour: $32.93

Stone Mason - Setters - Third 750 Hours

Effective Period: 7/1/2026 - 6/30/2027
Wage Rate per Hour: $34.85
Supplemental Benefit Rate per Hour: $32.93

Stone Mason - Setters - Fourth 750 Hours

Effective Period: 7/1/2026 - 6/30/2027
Wage Rate per Hour: $40.44
Supplemental Benefit Rate per Hour: $32.93

Stone Mason - Setters - Fifth 750 Hours

Effective Period: 7/1/2026 - 6/30/2027
Wage Rate per Hour: $46.04
Supplemental Benefit Rate per Hour: $32.93

Stone Mason - Setters - Sixth 750 Hours

Effective Period: 7/1/2026 - 6/30/2027
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: 7/1/2026 - 6/30/2027
Wage Rate per Hour: $22.96
Supplemental Benefit Rate per Hour: $15.55

Drywall Taper - Second Year

Effective Period: 7/1/2026 - 6/30/2027
Wage Rate per Hour: $24.51
Supplemental Benefit Rate per Hour: $26.61

Drywall Taper - Third Year

Effective Period: 7/1/2026 - 6/30/2027
Wage Rate per Hour: $29.41
Supplemental Benefit Rate per Hour: $28.82

Drywall Taper - Fourth Year

Effective Period: 7/1/2026 - 6/30/2027
Wage Rate per Hour: $39.21
Supplemental Benefit Rate per Hour: $33.24

(Local #1974)

TILE LAYER - SETTER
(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 4)

Tile Layer - Setter - First 750 Hours

Effective Period: 7/1/2026 - 6/30/2027
Wage Rate per Hour: $23.09
Supplemental Benefit Rate per Hour: $13.45

Tile Layer - Setter - Second 750 Hours

Effective Period: 7/1/2026 - 6/30/2027
Wage Rate per Hour: $28.32
Supplemental Benefit Rate per Hour: $13.45

Tile Layer - Setter - Third 750 Hours

Effective Period: 7/1/2026 - 6/30/2027
Wage Rate per Hour: $35.65
Supplemental Benefit Rate per Hour: $16.56

Tile Layer - Setter - Fourth 750 Hours

Effective Period: 7/1/2026 - 6/30/2027

Wage Rate per Hour: **$40.86**
Supplemental Benefit Rate per Hour: **$16.56**

Tile Layer - Setter - Fifth 750 Hours

Effective Period: 7/1/2026 - 6/30/2027
Wage Rate per Hour: **$44.67**
Supplemental Benefit Rate per Hour: **$17.98**

Tile Layer - Setter - Sixth 750 Hours

Effective Period: 7/1/2026 - 6/30/2027
Wage Rate per Hour: **$48.38**
Supplemental Benefit Rate per Hour: **$19.48**

Tile Layer - Setter - Seventh 750 Hours

Effective Period: 7/1/2026 - 6/30/2027
Wage Rate per Hour: **$52.23**
Supplemental Benefit Rate per Hour: **$20.86**

Tile Layer - Setter - Eighth 750 Hours

Effective Period: 7/1/2026 - 6/30/2027
Wage Rate per Hour: **$57.45**
Supplemental Benefit Rate per Hour: **$20.86**

Tile Layer - Setter - Ninth 750 Hours

Effective Period: 7/1/2026 - 6/30/2027
Wage Rate per Hour: **$59.83**
Supplemental Benefit Rate per Hour: **$23.71**

(Local #7)

TIMBERPERSON
(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 6)

Timberperson - First Year

Effective Period: 7/1/2026 - 6/30/2027
Wage Rate Per Hour: $26.96
Supplemental Rate Per Hour: $39.69

Timberperson - Second Year

Effective Period: 7/1/2026 - 6/30/2027
Wage Rate Per Hour: $32.07
Supplemental Rate Per Hour: $39.69

Timberperson - Third Year

Effective Period: 7/1/2026 - 6/30/2027
Wage Rate Per Hour: $39.72
Supplemental Rate Per Hour: $39.69

Timberperson - Fourth Year

Effective Period: 7/1/2026 - 6/30/2027
Wage Rate Per Hour: $47.38
Supplemental Rate Per Hour: $39.69

(Local #1536)

NEW YORK STATE FUNDING ATTACHMENT

THE CITY OF NEW YORK
DEPARTMENT OF TRANSPORTATION

THIS ATTACHMENT IS HEREBY MADE A PART OF THE CONTRACT

1. Any substantial modification of the Contract shall be subject to approval by the New York State Commissioner of Transportation and the New York City Department of Transportation ("NYCDOT").

2. The Contractor shall be responsible for compliance with the following provisions of the New York State Department of Transportation ("NYSDOT") Standard Specifications, which are attached hereto for convenience and are hereby made a part of the Contract:

   1. 102-08 SAMPLE STANDARD CLAUSES FOR ALL NYS CONTRACTS
   2. 102-09 SAMPLE STANDARD CLAUSES FOR NON FEDERAL-AID NEW YORK STATE CONTRACTS
   3. 102-11 EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS
   4. 102-12 D/M/WBE/SDVOB PARTICIPATION
   5. 102-13 STATE AND LOCAL SALES TAX EXEMPTION
   6. 102-17 SAMPLE FORM OF ITEMIZED PROPOSAL/JURAT

   A full copy of the current NYSDOT Standard Specifications is available on NYSDOT's website at: https://www.dot.ny.gov/main/business-center/engineering/specifications/english-spec-repository/2026_9_specs_usc_tc_vol1.pdf

   or by request to NYCDOT's ACCO.

3. In addition to compliance with the above State requirements, the Contractor shall also be required to comply with all City requirements as described in the Contract. Wherever a conflict may exist, the State requirements shall take precedence.

4. The Contractor shall maintain its records in conformity with the current NYSDOT "Manual for Uniform Record Keeping", referred to as MURK, copies of which are available upon request from Region 11 of the NYSDOT.

5. All submissions and requests for documents or assistance with respect to this Contract shall be directed at:

NYCDOT
ACCO
55 Water Street, 8th Floor
New York, New York 10041
(212) 839-9411

6. The Contractor shall be required to utilize certain NYSDOT forms during its performance of the Contract, including but not limited to the following:

    1. AAP 7LL NYS Summary of Consultant Payments to Subconsultants
    2. AAP 10LL MWBE/SDVOB Solicitation Log
    3. AAP 11 DMWBE Solicitation Response
    4. AAP 15LL Designation of AA Representatives
    5. AAP 19LL MWBE Schedule of Utilization
    6. AAPHC 20 LL Part 1 M/WBE Utilization Worksheet and Part 2 Subcontractor Approval
    7. AAP 21LL NYS - Contractor Report of Contract Payments
    8. AAP 22LL M/WBE/SDVOB Material Supplier Commitment Information
    9. AAP 23LL M/WBE/SDVOB Trucking Commitment Information

    The current versions of the above referenced forms are available on NYSDOT's website at: https://www.dot.ny.gov/forms or by request to NYCDOT ACCO.

7. The Contractor shall be required to utilize certain NYCDOT forms during its performance of the Contract, including but not limited to the following:

    1. AAPHC 20 LL M/WBE Utilization Amendment

    The current versions of the above referenced form(s) are available by request to NYCDOT ACCO.

bidders with each party of the joint venture submitting a separate signature page. If the signature is by an agent or attorney-in-fact for the joint venturers, then the proposal shall be accompanied by an authenticated copy of the evidence of its authority to act on behalf of all of the joint venturers.

Proposals submitted via the Internet by the Bidder using Bid Express shall be prepared using the electronic file(s) prepared by the Department for that individual contract, including all updates issued via amendment. The Bidder shall submit and digitally sign the electronic bid. For joint ventures submitted electronically, an authenticated copy of the evidence of the authority of the agent or attorney-in-fact for the joint venturers to act on behalf of all of the joint venturers must be submitted to the Contract Management Bureau prior to the Letting.

If a Bidder submits both a electronic bid via the Internet using Bid Express and a paper bid, the Bid Express bid will rule, and the paper bid will be regarded as informal.

102-06 BID DEPOSIT.

THE BIDDER MUST SUBMIT A BID SECURITY WITH EACH BID. Every proposal shall be accompanied by (1) a bid bond or (2) a certified check payable to the New York State Department of Transportation or (3) a bank cashier's check payable to the New York State Department of Transportation. If the Bidder elects to submit a bid bond, it shall be on the Department's Bid Bond Form (CONR 391, a sample of which is included in §102-15, *Sample Form of Bid Bond*) that already contains language representing 5% of the total bid. If the Bidder elects to submit a certified check or bank cashier's check for a bid deposit, it shall be 5% of the total bid. The retention and disposition of such bid bond or certified check or bank cashier's check by the Department shall be pursuant to and in conformity with §38(2) of the Highway Law, as amended.

102-07 MODIFICATION OR WITHDRAWAL OF PROPOSAL.

Permission will not be given to modify or explain by e-mail, telephone, letter or otherwise, any proposal after it has been deposited with the Department.

Paper proposals may be withdrawn before the time designated for opening by submitting a request to the Director, Contract Management Bureau, on company letterhead and signed by an officer of the company who possesses appropriate binding contracting authority for such company. The Contractor shall be responsible to confirm such requests are received by the Department. Email requests for withdrawal of paper proposals must be followed up with the submission of the original document.

Electronic proposals may be withdrawn in their entirety before the time designated for opening via the Tools function in AASHTOWare Project Bids. No notification to the Department is necessary. No proposal shall be withdrawn after the time designated for opening such proposals publicly, except to exercise the option as provided herein. The Department will open and read proposals in the order determined by the Department and not in the order in which the projects are advertised. Any bidder or its duly authorized agent who is physically present at the letting and who has submitted proposals on more than one project of any one letting may, at its option and upon written request to an authorized Department representative at the letting, withdraw any or all of its additional proposals after the person who opens and reads the proposal has announced that such bidder has submitted the lowest proposal on a project for which proposals have last been read. When this option is exercised, the requested proposals to be withdrawn will be returned to the bidder unopened or, if the proposal was submitted electronically, the Department will delete the proposal(s) and the proposal will not be made public. No returned proposals can be resubmitted after the bidder has exercised its privilege to withdraw the same. Any bidder exercising the privilege of so withdrawing its proposal(s) waives all claims that may arise should it be found that its opened proposal is informal or for any other reason is unacceptable to the Department.

102-08 SAMPLE APPENDIX A - STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS.

The parties to the attached contract, license, lease, amendment or other agreement of any kind (hereinafter, "the contract" or "this contract") agree to be bound by the following clauses which are

hereby made a part of the contract (the word "Contractor" herein refers to any party other than the State, whether a contractor, licenser, licensee, lessor, lessee or any other party):

1. EXECUTORY CLAUSE. In accordance with Section 41 of the State Finance Law, the State shall have no liability under this contract to the Contractor or to anyone else beyond funds appropriated and available for this contract.

2. NON-ASSIGNMENT CLAUSE. In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the State's previous written consent, and attempts to do so are null and void. Notwithstanding the foregoing, such prior written consent of an assignment of a contract let pursuant to Article XI of the State Finance Law may be waived at the discretion of the contracting agency and with the concurrence of the State Comptroller where the original contract was subject to the State Comptroller's approval, where the assignment is due to a reorganization, merger or consolidation of the Contractor's business entity or enterprise. The State retains its right to approve an assignment and to require that any Contractor demonstrate its responsibility to do business with the State. The Contractor may, however, assign its right to receive payments without the State's prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

3. COMPTROLLER'S APPROVAL. In accordance with Section 112 of the State Finance Law, if this contract exceeds $50,000 (or $75,000 for State University of New York or City University of New York contracts for goods, services, construction and printing, and $150,000 for State University Health Care Facilities) or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds $25,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. Comptroller's approval of contracts let by the Office of General Services, either for itself or its customer agencies by the Office of General Services Business Services Center, is required when such contracts exceed $85,000. Comptroller's approval of contracts established as centralized contracts through the Office of General Services is required when such contracts exceed $125,000, and when a purchase order or other procurement transaction issued under such centralized contract exceeds $200,000.

4. **WORKERS' COMPENSATION BENEFITS.** In accordance with Section 142 of the State Finance Law, this contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

5. NON-DISCRIMINATION REQUIREMENTS. To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment, nor subject any individual to harassment, because of age, race, creed, color, national origin, citizenship or immigration status, sexual orientation, gender identity or expression, military status, sex, disability, predisposing genetic characteristics, familial status, marital status, or domestic violence victim status or because the individual has opposed any practices forbidden under the Human Rights Law or has filed a complaint, testified, or assisted in any proceeding under the Human Rights Law. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State

citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of $50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

6. WAGE AND HOURS PROVISIONS. If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the State of any State approved sums due and owing for work done upon the project.

7. NON-COLLUSIVE BIDDING CERTIFICATION. In accordance with Section 139-d of the State Finance Law, if this contract was awarded based upon the submission of bids, Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further affirms that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive bidding certification on Contractor's behalf.

8. INTERNATIONAL BOYCOTT PROHIBITION. In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds $5,000, the Contractor agrees, as a material condition of the contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the Federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (2 NYCRR 105.4).

9. SET-OFF RIGHTS. The State shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any moneys due to the Contractor under this contract up to any amounts due and owing to the State with regard to this contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Comptroller.

10. RECORDS. The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, "the Records"). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The State shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the State's right to discovery in any pending or future litigation.

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.
(a) Identification Number(s). Every invoice or New York State Claim for Payment submitted to a New York State agency by a payee, for payment for the sale of goods or services or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. The number is any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Failure to include such number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice or Claim for Payment, must give the reason or reasons why the payee does not have such number or numbers.

(b) Privacy Notification. (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (2) The personal information is requested by the purchasing unit of the agency contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. The information is maintained in the Statewide Financial System by the Vendor Management Unit within the Bureau of State Expenditures, Office of the State Comptroller, 110 State Street, Albany, New York 12236.

12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN. In accordance with Section 312 of the Executive Law and 5 NYCRR 143, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of $25,000.00, whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting agency; or (ii) a written agreement in excess of $100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of $100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then the following

shall apply and by signing this agreement the Contractor certifies and affirms that it is Contractor's equal employment opportunity policy that:

(a) The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on State contracts and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgradings, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

(b) At the request of the contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein; and

(c) The Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the State contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

Contractor will include the provisions of "a", "b", and "c" above, in every subcontract over $25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor. Section 312 does not apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State. The State shall consider compliance by a Contractor or subcontractor with the requirements of any Federal law concerning equal employment opportunity which effectuates the purpose of this section. The contracting agency shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such Federal law and if such duplication or conflict exists, the contracting agency shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

13. CONFLICTING TERMS. In the event of a conflict between the terms of the contract (including any and all attachments thereto and amendments thereof) and the terms of this Appendix A, the terms of this Appendix A shall control.

14. GOVERNING LAW. This contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

15. LATE PAYMENT. Timeliness of payment and any interest to be paid to Contractor for late payment shall be governed by Article 11-A of the State Finance Law to the extent required by law.

16. NO ARBITRATION. Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized), but must, instead, be heard in a court of competent jurisdiction of the State of New York.

17. SERVICE OF PROCESS. In addition to the methods of service allowed by the State Civil Practice Law & Rules ("CPLR"), Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or upon the State's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify the State, in writing, of each and every change of address to which service of process can be made. Service by the State to the last known address shall be sufficient. Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.

18. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS. The Contractor certifies and warrants that all wood products to be used under this contract award will be in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law, (Use of Tropical Hardwoods) which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the contractor to establish to meet with the approval of the State.

In addition, when any portion of this contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in §165 State Finance Law. Any such use must meet with the approval of the State; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the State.

19. MACBRIDE FAIR EMPLOYMENT PRINCIPLES (APPLICABLE ONLY IN NON-FEDERAL AID NEW YORK STATE CONTRACTS). In accordance with the MacBride Fair Employment Principles (Chapter 807 of the Laws of 1992), the Contractor hereby stipulates that the Contractor either (a) has no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Fair Employment Principles (as described in Section 165 of the New York State Finance Law), and shall permit independent monitoring of compliance with such principles.

20. OMNIBUS PROCUREMENT ACT OF 1992 (APPLICABLE ONLY IN NON-FEDERAL AID NEW YORK STATE CONTRACTS). It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority- and women-owned business enterprises as bidders, subcontractors and suppliers on its procurement contracts.
Information on the availability of New York State subcontractors and suppliers is available from:

NYS Department of Economic Development
Division for Small Business and Technology Development
625 Broadway
Albany, New York 12245
Telephone: 518-292-5100

A directory of certified minority- and women-owned business enterprises is available from:

NYS Department of Economic Development
Division of Minority and Women's Business Development
633 Third Avenue 33rd Floor
New York, NY 10017
646-846-7364

e-mail: *mwbebusinessdev@esd.ny.gov*
https://ny.newnycontracts.com

The Omnibus Procurement Act of 1992 (Chapter 844 of the Laws of 1992, codified in State Finance Law § 139-i and Public Authorities Law § 2879(3)(n)–(p)) requires that by signing this bid proposal or contract, as applicable, Contractors certify that whenever the total bid amount is greater than $1 million:

(a) The Contractor has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors, including certified minority- and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;

(b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;

(c) The Contractor agrees to make reasonable efforts to provide notification to New York State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and

(d) The Contractor acknowledges notice that the State may seek to obtain offset credits from foreign countries as a result of this contract and agrees to cooperate with the State in these efforts.

21. RECIPROCITY AND SANCTIONS PROVISIONS Bidders are hereby notified that if their principal place of business is located in a country, nation, province, state or political subdivision that penalizes New York State vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively, codified in State Finance Law § 165(6) and Public Authorities Law § 2879(5)) require that they be denied contracts which they would otherwise obtain. NOTE: As of May 2023, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii.

22. COMPLIANCE WITH BREACH NOTIFICATION AND DATA SECURITY LAWS. Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law §§899-aa and 899-bb and State Technology Law §208).

23. COMPLIANCE WITH CONSULTANT DISCLOSURE LAW. If this is a contract for consulting services, defined for purposes of this requirement to include analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health, and mental health services, accounting, auditing, paralegal, legal or similar services, then, in accordance with Section 163 (4-g) of the State Finance Law (as amended by Chapter 10 of the Laws of 2006), the Contractor shall timely, accurately and properly comply with the requirement to submit an annual employment report for the contract to the agency that awarded the contract, the Department of Civil Service and the State Comptroller.

24. PROCUREMENT LOBBYING. To the extent this agreement is a "procurement contract" as defined by State Finance Law §§139-j and 139-k, by signing this agreement the contractor certifies and affirms that all disclosures made in accordance with State Finance Law §§139-j and 139-k are complete, true and accurate. In the event such certification is found to be intentionally false or intentionally incomplete, the

State may terminate the agreement by providing written notification to the Contractor in accordance with the terms of the agreement.

25. CERTIFICATION OF REGISTRATION TO COLLECT SALES AND COMPENSATING USE TAX BY CERTAIN STATE CONTRACTORS, AFFILIATES AND SUBCONTRACTORS. To the extent this agreement is a contract as defined by Tax Law §5-a, if the contractor fails to make the certification required by Tax Law §5-a or if during the term of the contract, the Department of Taxation and Finance or the covered agency, as defined by Tax Law §5-a, discovers that the certification, made under penalty of perjury, is false, then such failure to file or false certification shall be a material breach of this contract and this contract may be terminated, by providing written notification to the Contractor in accordance with the terms of the agreement, if the covered agency determines that such action is in the best interest of the State.

26. IRAN DIVESTMENT ACT. By entering into this Agreement, Contractor certifies in accordance with State Finance Law §165-a that it is not on the "Entities Determined to be Non-Responsive Bidders/Offerers pursuant to the New York State Iran Divestment Act of 2012" ("Prohibited Entities List") posted at: *https://ogs.ny.gov/iran-divestment-act-2012*

Contractor further certifies that it will not utilize on this Contract any subcontractor that is identified on the Prohibited Entities List. Contractor agrees that should it seek to renew or extend this Contract, it must provide the same certification at the time the Contract is renewed or extended. Contractor also agrees that any proposed Assignee of this Contract will be required to certify that it is not on the Prohibited Entities List before the contract assignment will be approved by the State.

During the term of the Contract, should the state agency receive information that a person (as defined in State Finance Law §165-a) is in violation of the above-referenced certifications, the state agency will review such information and offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment activity which is in violation of the Act within 90 days after the determination of such violation, then the state agency shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

The state agency reserves the right to reject any bid, request for assignment, renewal or extension for an entity that appears on the Prohibited Entities List prior to the award, assignment, renewal or extension of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the Prohibited Entities list after contract award.

27. ADMISSIBILITY OF REPRODUCTION OF CONTRACT. Notwithstanding the best evidence rule or any other legal principle or rule of evidence to the contrary, the Contractor acknowledges and agrees that it waives any and all objections to the admissibility into evidence at any court proceeding or to the use at any examination before trial of an electronic reproduction of this contract, in the form approved by the State Comptroller, if such approval was required, regardless of whether the original of said contract is in existence.

102-09 VACANT.

~~102-10 LABOR AND EMPLOYMENT.~~

~~The provisions of NYS Labor Law, as amended, and referred to in §102-08 *Standard Clauses for New York State Contracts* shall be applicable. On Federal-Aid contracts, any provisions of NYS Labor Law that are more restrictive than the mandatory Federal-Aid construction contract compliance requirements, including the Davis-Bacon Act, shall apply.~~

The Contractor shall directly employ those members of its own organization. Employee leasing and other similar arrangements under which workers are employed by another organization are not permitted.

No procedures or requirement shall be imposed by any state which will operate to discriminate against the employment of labor from any other state, possession or territory of the United States, in the construction of a Federal-Aid project. The selection of labor to be employed by the Contractor on any Federal-Aid project shall be of its choosing.

The Contractor shall not use convict labor unless performed by convicts who are on parole, supervised release, or probation for construction, maintenance or any other purpose at the site or within the contract limits from the time of contract award until contract final acceptance by the Department.

A. Wages. The Department will identify in the contract proposal whether the NYS Department of Labor (NYSDOL) has determined the work under the contract to be prevailing wage eligible, and if so, the Department will provide the Prevailing Rate Case (PRC) number. The PRC number is found on NYSDOL Form PW-200. The Contractor shall ensure that workers are paid the appropriate wages and supplemental (fringe) benefits. If the contract is prevailing wage eligible, all on-site work shall be paid prevailing wages. When both State and Federal prevailing wages apply, the Contractor shall pay the higher of the combination of the wages and supplemental (fringe) benefits.

The Contractor shall obtain periodic wage rate schedule updates from the NYSDOL. Wage rate amendments and supplements are available on the NYSDOL web site at *https://www.labor.ny.gov/workerprotection/publicwork/PWContents.shtm*. All changes or clarification of labor classification(s) and applicability of prevailing wage rates shall be obtained in writing from the Office of the Director, NYSDOL Bureau of Public Work. The Contractor shall include the cost of changes in prevailing wages and supplemental (fringe) benefits, over the contract duration, in the contract bid prices.

B. Overtime Dispensation. All bidders, in submitting their bids, should base their bids and work progression on the assumption that Overtime Dispensation pursuant to Article 8 of the New York State Labor Law, for any workers, laborers, and mechanics to work more than 8 hours in any one calendar day or more than 5 days in any one week will not be granted for any operation for the contract duration. Regardless of approval or disapproval of overtime by the NYSDOL, no adjustment will be made in any bid prices.

Subsequent to award, where the contract proposal has imposed specific scheduling and/or phasing requirements or where it is determined by the Department to be in the best interest of the public, the Department may process, for approval by the NYSDOL, requests for overtime dispensation on certain specific operations.

The Contractor shall submit requests for overtime dispensation to the Department on Form PW-30, Application for Dispensation for Hours, which will be provided by the Engineer upon request. The Department will review applications for overtime dispensation submitted by the Contractor associated with contracts subject to (A+B) Bidding, Incentive/Disincentive (I/D) or Lane Rental work favorably, but the application should not request more than 60 hours per week. The 60 hours per week may be either 6 - 10 hour days or 5 - 12 hour days. Overtime dispensations will be supported by the Department to advance Department goals and priorities, subject to specific circumstances and conditions associated with each contract.

The Department cannot guarantee that the NYSDOL will grant dispensation from restrictions pursuant to the provisions of Article 8 of the State Labor Law, however with the Department's certification, it is anticipated that they will act favorably, provided that the Contractor is in compliance with Labor Law requirements at the time of application.

C. Payrolls. The Contractor shall provide the Engineer with weekly certified payrolls from each firm engaged in work during the preceding weekly payroll period performed by prevailing wage eligible workers.

Certified payrolls shall contain for each employee, name, race, gender, home address, an individually identifying number (e.g. the last 4 digits of the employee's social security number), work class, hours worked, wage rate, supplemental (fringe) benefits paid or provided, payroll taxes, withholdings and actual wages paid. Certified payrolls shall not include full social security numbers of employees. Certified payrolls shall be submitted on Form HC-231-1 for all contracts. At the Contractor's option, other payroll formats which supply the required data and certifications may be used. Each certified payroll submitted shall be accompanied by a Statement of Compliance signed by the Contractor. If the firm does not maintain a place of business in New York State and the amount of the contract exceeds $25,000, payroll records and certifications shall be kept on the worksite.

Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to NYSDOL or USDOL for purposes of an investigation or audit of compliance with prevailing wage requirements. Contractors may require subcontractors to provide addresses and social security numbers to the Contractor for its own records, without weekly submission to the Department.

D. Training. An apprentice is defined as an individual who is enrolled in an apprenticeship training program that is registered with the NYS Department of Labor. A list of approved programs is available from the NYS Department of Labor at
https://www.labor.ny.gov/apprenticeship/appindex.shtm

A trainee is defined as an individual who is enrolled in an On-the-Job Training (OJT) program that is approved by the Federal Highway Administration (FHWA).

A number of sources to obtain training for apprentices/trainees are available. These include:

- A NYSDOL approved apprenticeship program sponsored by a union or a temporary project level agreement with a union which has a NYSDOL approved apprenticeship program.
- A NYSDOL approved apprenticeship program sponsored by a contractor.
- A NYSDOL approved apprenticeship program sponsored by a contractor signatory with an apprenticeship sponsor consortium for certain services.
- An FHWA approved OJT program (where applicable).

Approved OJT Programs are currently limited to apprenticeable occupations as determined by NYSDOL or USDOL.

Training under Training Special Provisions, if required, will be shown in the contract documents. In order to fulfill training requirements required under Training Special Provisions and/or §102-11 *Equal Employment Opportunity Requirements*, training should begin as early as possible during a construction contract. The Department recommends that all bidders have an approved apprenticeship or OJT program prior to bidding.

The Contractor shall furnish the apprentice/trainee a copy of the program to be followed in providing the training. The Contractor shall provide each apprentice/trainee with a certification showing the type and length of training satisfactorily completed.

When training is required under Training Special Provisions and/or §102-11 *Equal Employment Opportunity Requirements*, the Contractor shall designate to the Engineer, at the preconstruction meeting, a person (or persons) from its existing workforce as the Trainer and Training Coordinator for any apprentice(s)/ trainee(s).

The Trainer shall:

1. Be located on the contract site generally on a daily basis; and
2. Be responsible for the day-to-day supervision and training of persons on the contract; and
3. Be responsible for the preparation and submission of a monthly training progress report, after consultation with designated apprentices/trainees.

The Training Coordinator shall:

~~1. Be knowledgeable about the contract and the Apprenticeship/OJT programs to be used; and~~
~~2. Be responsible for ensuring on-the-job orientation of apprentice/trainees; and~~
~~3. Be responsible for ensuring meaningful and effective training for the duration of training.~~

102-11 EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS.

The Department seeks to ensure nondiscrimination in employment under all Department contracts. The Contractor shall comply with the following Equal Employment Opportunity (EEO) requirements. *Goals for Equal Opportunity Employment Participation* are listed in the required contract provisions section of the contract proposal.

For Federal-Aid contracts, Equal Employment Opportunity provisions are also found on Form FHWA 1273 *Required Contract Provisions Federal-Aid Construction Contracts*, or Form FHWA 1316 *Required Contract Provisions Appalachian Development Highway System and Local Access Roads Construction Contracts*, one of which is incorporated in the required contract provisions section of the contract proposal.

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 the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

A. Statutory Authority. The Federal statutory authority for Equal Employment Opportunity provisions is contained in 23 U.S.C. 140, Title VII of the Civil Rights Act of 1964,and Federal Aid Highway Act of 1968 . State statutory authority is contained in Section 85 of the Highway Law, Section 428 of the Transportation Law, and NYS Executive Law Articles 15 and 15-A, Regulations have been promulgated under 23 CFR 200, 23 CFR 230, 41 CFR 60, 49 CFR 21, and 5 NYCRR 140-145.

B. Definitions.

1. For Federal-Aid contracts, a minority group member is defined under this subsection as someone who is, and can demonstrate membership in, one of the following groups:

a. Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);

b. Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);

c. 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

d. 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. For non Federal-Aid contracts, a minority group member is defined under this subsection as a United States citizen or permanent resident alien who is, and can demonstrate membership in, one of the following groups:

a. Black persons having origins in any of the Black African racial groups;

b. Hispanic persons of Mexican, Puerto Rican, Dominican, Cuban, Central or South American descent of either Indian or Hispanic origin, regardless of race;

c. Asian and Pacific Islander persons having origins in any of the Far East countries, South East Asia, the Indian subcontinent, or the Pacific Islands;

d. Native American or Alaskan native persons having origins in any of the original peoples of North America.

C. Equal Opportunity Clause. The Contractor shall develop and implement an EEO policy in accordance with Form FHWA 1273 *Required Contract Provisions Federal-Aid Construction Contracts* for Federal-Aid contracts and in accordance with §102-08 *Standard Clauses for All New York State Contracts* for non Federal-Aid contracts.

1. Non-Discrimination. The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability. The Contractor shall 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, national origin, age, or disability.

To the extent required by Article 15 of the Executive Law and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor shall not discriminate against any employee or applicant for employment because of military status, predisposing genetic characteristics, marital status, familial status, or domestic violence victim status; and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.

Such actions 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 shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Department setting forth the provisions of this non-discrimination clause.

2. Solicitations. The Contractor shall 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 regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age, military status, disability, predisposing genetic characteristics, marital status, or domestic violence victim status.

3. Compensation Information. The Contractor shall 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. Collective Bargaining Agreements. The Contractor shall send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representative of the Contractor's commitments to equal employment opportunities, under the Equal Opportunity Clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. Furnishing Information. The Contractor shall furnish all information and reports required by rules, regulations, and orders of the U.S. Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the Department and the U.S. Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

6. Non-Compliance. In the event of the Contractor's non-compliance 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 and such other sanctions may be imposed and remedies invoked as provided by rule, regulation, or order of the U.S. Secretary of Labor, or as otherwise provided by law.

7. Subcontracts/Purchase Orders. The Contractor shall include the provisions of §102-11C *Equal Opportunity Clause* in every subcontract or purchase order so that such provisions will be binding upon each subcontractor or vendor. The Contractor shall take such action with respect to any subcontract or purchase order as may be directed by the U.S. Secretary of Labor 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, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

D. Employment Goals. An employment goal(s) for minorities and a separate goal for women are presented in the contract documents. The Contractor shall provide equal employment opportunity and shall take affirmative action for all minority groups, both male and female; and women, both minority and non-minority. The covered area is the county or counties in which the work is located. The Contractor may be in violation 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 if a specific minority group of women is underutilized).

The Contractor shall not use the goals or affirmative action standards to discriminate against any person because of race, color, religion, sex, sexual orientation, gender identity, national origin, age, military status, disability, predisposing genetic characteristics, marital status, or domestic violence victim status.

If the Contractor performs work outside of the covered area, it shall apply the goals established for the county where the work is actually performed. The Department will monitor the Contractor's attainments towards EEO goals in accordance with §105-21 *Civil Rights Monitoring and Reporting*.

The goals set for the contract 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. The Contractor is expected to make substantially uniform progress in meeting its goals in each trade.

The hours of minority and female employment and training shall be substantially uniform throughout the length of the contract, and in each trade, and the Contractor shall make a good faith effort to employ minorities and women evenly on each of its contracts. The transfer of minority or female employees, apprentices, or trainees from contractor to contractor or from contract to contract for the sole purpose of meeting the Contractor's goals is a violation of the contract and the regulations in 41 CFR 60-4. Compliance with the goals will be measured against the total work hours performed. 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.

The Contractor shall not enter into any subcontract with any person or firm debarred from government contracts.

102-11 EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS.

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. Contractor 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, classification (e.g., supervisor, journeyworker, apprentice, or trainee), 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.

The Contractor's compliance with 41 CFR 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by these specifications and its efforts to meet the goals.

E. Affirmative Action Steps. The Contractor shall take specific affirmative actions to promote 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 efforts to ensure equal employment opportunity. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:

1. 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, shall assign two or more women to each construction contract. The Contractor shall specifically ensure that all forepersons, superintendents, and other onsite 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.

2. 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 organizations' responses.

3. 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 therefore, along with whatever additional actions the Contractor may have taken.

4. Provide immediate written notification to the Department 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.

5. 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 either the NYS Department of Labor or the US Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under E.2. above.

6. 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 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.

7. 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 onsite supervisory personnel such as superintendents, forepersons, etc., prior to the initiation of construction work at any contract 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.

8. 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.

9. 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.

10. 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 the Contractor's work force.

11. Validate all tests and other selection requirements in accordance with state and Federal laws, rules and regulations.

12. Conduct, at least annually, an inventory and evaluation of all minority and female personnel for promotional opportunities. Encourage these employees to seek or to prepare for promotional opportunities through appropriate training, etc.

13. Ensure that seniority practices, labor 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.

14. 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.

15. 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.

16. Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.

F. Complaints of Alleged Discrimination. The Contractor shall promptly investigate all complaints of alleged discrimination made to the Contractor in connection with its obligations under this contract, shall attempt to resolve such complaints, and shall take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, corrective action shall include such other persons. Upon completion of each investigation, the Contractor shall inform every complainant of all available avenues of appeal.

G. Associations. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations. 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 as fulfilling one or more of its obligations, provided that the Contractor actively participates in the group, makes every effort to ensure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the benefits of the program are reflected in the Contractor's minority and female workforce 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.

H. Hometown Plans (Federal-Aid Contracts Only). If a Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the USDOL 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 participating in Hometown Plans shall be able to demonstrate their participation and document their compliance with the provision of the Hometown Plan. Each Contractor participating in an approved plan is individually required to comply with its obligation 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 toward a goal in an approved plan does not excuse any covered Contractor's failure to take good faith efforts to achieve the Plan goals and timetables.

102-12 DBE/MBE/WBE/SDVOB PARTICIPATION.

DBE/MBE/WBE/SDVOB is a general term that refers to a Disadvantaged Business Enterprise (DBE), a Minority Business Enterprise (MBE), a Women's Business Enterprise (WBE), or a Service-Disabled Veteran-Owned Business (SDVOB). The DBE program applies to Federal-Aid contracts and the MBE/WBE (M/WBE) and SDVOB programs apply to Non-Federal-Aid contracts. The Department seeks to:

- Ensure nondiscrimination in award and administration of Department contracts;
- Create a level playing field on which DBE/MBE/WBE/SDVOBs can fairly compete for Department contracts;
- Ensure that the Department's DBE Program operates in a nondiscriminatory manner and without regard to race or sex, while maximizing efficiency of service;
- Ensure that only firms that fully meet DBE/MBE/WBE/SDVOB eligibility standards are permitted to participate as DBE/MBE/WBE/SDVOBs;

- Help remove barriers to the participation of DBE/MBE/WBE/SDVOBs in the performance of Department contracts; and
- Assist in the development of firms that can compete successfully in the marketplace outside the DBE/MBE/WBE/SDVOB programs.

The parties to this contract shall take all necessary and reasonable steps in accordance with the laws, rules and regulations cited in this subsection to promote the objectives outlined above. The Contractor shall comply with the applicable laws, rules and regulations and the DBE/MBE/WBE/SDVOB Program Assurances stated below.

DBE/MBE/WBE/SDVOB Program Assurances.

The Contractor or Subcontractor shall not discriminate on the basis of race, color, national origin, sex, sexual orientation, and/or gender identity in the award and performance of Department contracts. The Contractor shall carry out the applicable requirements of 49 CFR 26 in the award and administration of Federal-Aid contracts. The Contractor shall carry out the applicable requirements of Article 15-A of the New York State Executive Law, Article 3 of the Veteran Services Law, and the regulations promulgated under 5 NYCRR 140-145 and 9 NYCRR 252.2 in the award and administration of Non-Federal-Aid contracts. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the Department deems appropriate, which may include, but is not limited to: (1) withholding contract payments; (2) assessing sanctions; (3) liquidated damages; and/or (4) finding the Contractor a non-responsible bidder. The Contractor shall not use the requirements of these specifications to discriminate against any qualified company or group of companies. These requirements shall be made a part of all subcontracts and agreements entered into as a result of this contract.

A. Statutory Authority.

1. Disadvantaged Business Enterprise (DBE) Program. The Federal statutory authority for the DBE Program is contained in the Intermodal Surface Transportation Efficiency Act of 1991 (Public Law 102-240); the Transportation Equity Act of the 21st Century (TEA-21), (Public Law 105-178); the Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU), (Public Law 109-59); the Moving Ahead for Progress in the 21st Century Act (MAP-21), (Public Law 112-141); and the Fixing America's Surface Transportation (FAST) Act (Public Law 114-94). New York State has enacted Section 85 of the Highway Law and Section 428 of the Transportation Law. Regulations have been promulgated under 49 CFR 21, 49 CFR 26 and 17 NYCRR §35.

2. Minority/Women's Business Enterprise (M/WBE) Program. The State's statutory authority to effectuate the M/WBE requirements are set forth in Section 428 of the Transportation Law and Executive Law Article 15-A and regulations promulgated at 5 NYCRR §140-145.

3. Service-Disabled Veteran-Owned Business (SDVOB) Program. The State's statutory authority to effectuate the SDVOB requirements are set forth in Article 3 of the Veteran Services Law and regulations promulgated at 9 NYCRR §252.2.

B. DBE/MBE/WBE/SDVOB Goal(s). Federal-aid contracts have a single DBE goal. Non-Federal-Aid contracts have three separate and distinct goals, one for MBEs, one for WBEs, and one for SDVOBs which cannot be combined. The Department will monitor the Contractor's commitments towards DBE/MBE/WBE/SDVOB goals and attainments in accordance with §105-21 *Civil Rights Monitoring and Reporting*.

1. Established Goal(s). Contract participation goal(s) for DBE/MBE/WBE/SDVOBs are expressed as a percentage of the total contract bid price. The goal(s) are stated in the Contract Proposal and remain in effect throughout the life of the contract. In executing the contract or bid documents the Bidder declares that it subscribes to the participation goal(s) and shall meet the goal(s) or demonstrate that it could not meet them despite its best efforts. Failure to provide commitments to meet the established goal(s) for the contract or failure to meet the good faith efforts may be grounds for rejection of the bid as non-responsive.

2. Zero Percent Goal(s). If a zero goal for participation by DBE/MBE/WBE/SDVOBs is established, the Contractor shall promote the objectives of the DBE/MBE/WBE/SDVOB Programs by providing opportunities for DBE/MBE/WBE/SDVOBs to participate in these areas, with such participation to be credited towards the DBE/MBE/WBE/SDVOB-neutral component of the Department's DBE/MBE/WBE/SDVOB Programs.

C. Eligibility. DBEs are eligible to be used to meet the goal on Federal-Aid contracts. MBEs, WBEs, and SDVOBs are eligible to be used to meet the goal on Non-Federal-Aid contracts. The programs are separate, and eligibility in one program does not provide eligibility in the other.

1. DBE Eligibility. Only those DBE firms that are certified under the New York State Unified Certification Program are eligible under the DBE Program. Only the work, services or products provided by DBE Firms under NAICS code(s) which the DBE is certified for, at the time the DBE enters into a contract with the Contractor, can be credited towards the contract goal. Program participants must rely on, and not depart from, the plain meaning of NAICS code descriptions in determining the scope of a firm's certification. DBE certification is not an endorsement of the quality or performance of the business but simply an acknowledgment of the firm's status as a DBE. A directory of currently certified firms is available on the NYS Unified Certification Program website at *https://nysucp.newnycontracts.com*.

2. M/WBE Eligibility. Only those M/WBE firms that are certified by the NYS Department of Economic Development are eligible under the M/WBE Program. Only the work, services or products provided by M/WBE firms under code(s) which the M/WBE is certified for, at the time the M/WBE enters into a contract with the Contractor, can be credited towards the contract goal. M/WBE certification is not an endorsement of the quality or performance of the business but simply an acknowledgment of the firm's status as an M/WBE. A directory of certified firms is available on the Empire State Development website at *https://ny.newnycontracts.com/FrontEnd/searchcertifieddirectory.asp*.

3. SDVOB Eligibility. Only those SDVOB firms that are certified by the NYS Office of General Services' Division of Service-Disabled Veteran's Business Development are eligible under the SDVOB Program. Only the work, services or products provided by SDVOB Firms under the directory code(s) which the SDVOB is certified for, at the time the SDVOB enters into a contract with the Contractor, can be credited towards the contract goal. SDVOB certification is not an endorsement of the quality or performance of the business but simply an acknowledgment of the firm's status as an SDVOB. A directory of certified firms is available on the NYS Office of General Services website at *https://sdves.ogs.ny.gov/business-search.*

D. Counting DBE/MBE/WBE/SDVOB Participation Towards the DBE/MBE/WBE/SDVOB Goal(s). The value of the work performed by a DBE/MBE/WBE/SDVOB, including that of a DBE/MBE/WBE/SDVOB Prime Contractor, with its own equipment, with its own forces, and under its own supervision will be counted toward the goal(s), provided the participation is a commercially useful function. A DBE/MBE/WBE/SDVOB Prime Contractor shall still provide opportunities for

participation by other DBE/MBE/WBE/SDVOBs in all types of contracts and procurement activities. Work performed by DBE/MBE/WBE/SDVOBs on the contract will be counted as set forth below. If the Department determines that some or all of a DBE/MBE/WBE/SDVOB's work does not constitute a commercially useful function in accordance with §102-12E. *Commercially Useful Function*, only the portion of the work considered to be a commercially useful function will be credited toward the goal(s).

The participation of a firm that is certified as an MBE cannot be counted toward a WBE goal, and the participation of a firm that is certified as a WBE cannot be counted toward an MBE goal. The participation of a firm that is certified as both an MBE and a WBE will only be counted toward one goal for each contract pay item performed by the firm in its entirety and cannot be divided between the two goals. The participation of a firm that maintains more than one certification may only be counted toward one goal (i.e., MBE, WBE, or SDVOB) for each contract pay item in the contract. A joint venture between a DBE/MBE/WBE/SDVOB and a non-DBE/MBE/WBE/SDVOB is allowed however only work performed independently by the DBE/MBE/WBE/SDVOB, not the Joint Venture, will be counted toward the DBE/MBE/WBE/SDVOB goal(s) based on the total dollar value of the clearly defined portion of the work that the DBE/MBE/WBE/SDVOB performs with its own forces. The joint venture agreement is subject to approval by the Department, a copy of which is to be furnished by the Contractor before execution of the contract. For purposes of Commercially Useful Function (CUF) review, the DBE/MBE/WBE/SDVOB must comply with the provisions of §102-12E. *Commercially Useful Function*.

The Bidder is responsible to verify the information provided by the DBE/MBE/WBE/SDVOB and ensure that the counting of the DBE/MBE/WBE/SDVOB's participation is accurate. Any shortfall caused by errors in counting are the responsibility of the Bidder.

1. Subcontractors. A Subcontractor is any individual, firm, or corporation to whom the Contractor, with written consent of the Department, sublets any part of the contract. A Subcontractor is approved by the Department in accordance with §108-05 *Subletting or Assigning the Contract* to perform on-site work specifically required for the performance of the contract.

100% of the value of the work performed by a DBE/MBE/WBE/SDVOB Subcontractor will be counted toward the DBE/MBE/WBE/SDVOB goal(s), including the cost of materials and supplies purchased by the DBE/MBE/WBE/SDVOB, except the cost of supplies or equipment rented or leased from the Contractor or its affiliates will not be counted.

If a DBE/MBE/WBE/SDVOB Subcontractor is part of a joint venture, their participation will be counted as indicated above in §102-12D. *Counting DBE/MBE/WBE/SDVOB Participation Towards the DBE/MBE/WBE/SDVOB Goal(s)*.

2. Manufacturers/Fabricators. A Manufacturer is a firm that operates or maintains a factory or establishment that produces, on the premises, the materials, supplies, articles or equipment required under the contract and of the general character described by the specifications. Manufacturing includes blending or modifying raw materials or assembling components to create the product to meet contract specifications.

A Fabricator is a firm that assembles, constructs or otherwise substantially alters materials or supplies into assemblies, components, or finished items for inclusion into the work prior to resale.

100% of the cost of the materials or supplies from a DBE/MBE/WBE/SDVOB Manufacturer or Fabricator will be counted toward the DBE/MBE/WBE/SDVOB goal(s). Manufacturers or Fabricators may provide materials to the Contractor or a Subcontractor working on the contract for installation. When a DBE/MBE/WBE/SDVOB makes minor modifications to the materials, supplies, articles, or equipment, the DBE/MBE/WBE/SDVOB is not a manufacturer. Minor modifications are additional changes to a manufactured product that are small in scope and add minimal value to the final product.

3. Material Suppliers. A Material Supplier, also known as a regular dealer, is a firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials, supplies, articles, or equipment of the general character described in the specifications required for the performance of the contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business. A Material Supplier is an established, regular business that engages in, as its principal business, and under its own name, the purchase and sale or lease of the products in question.

A DBE supplier performs a commercially useful function as a regular dealer and receives credit for 60 percent of the cost of materials or supplies (including transportation cost) when all, or at least 51 percent of, the items under a purchase order or subcontract are provided from the DBE's inventory, and when necessary, any minor quantities delivered from and by other sources are of the general character as those provided from the DBE's inventory.

60% of the cost of the materials or supplies from a M/WBE Material Supplier will be counted toward the M/WBE goal(s). 100% of the cost of the materials or supplies from an SDVOB Material Supplier will be counted toward the SDVOB goal. Equipment rental or equipment leasing is considered to be a type of material supply activity and is credited at 60% for DBE/MBE/WBEs and 100% for SDVOBs. Material Suppliers may provide materials to the Contractor or a Subcontractor working on the contract for installation. Credit determination awarded to a firm for the provision of materials and supplies (i.e., whether the firm is acting as a material supplier or broker) will be determined on a contract-by-contract basis. If it is determined that the material supplier is acting as a broker, the participation will be credited accordingly.

A Material Supplier who deals in bulk items such as petroleum products, steel, cement, gravel, stone, or asphalt, and items that are not typically stocked due to their unique characteristics (e.g., limited shelf life or items ordered to specification), need not own, operate nor maintain a store, warehouse, or other establishment, if it owns and operates distribution equipment for the products. This can be accomplished by either maintaining stock of the product or through delivery of the materials, to the job site or Contractor's designated location, by using the Material Supplier's own trucks. Any supplementing of Material Suppliers' own distribution equipment shall be by a long-term lease agreement and not on an ad hoc or contract-by-contract basis. To be considered valid, the long-term lease shall include the lessor's name, list of trucks to be leased by vehicle identification number (VIN), and the agreed upon amount of the cost and method of payment. Third party haulers do not qualify as a long-term lease. The operator shall be an employee of the DBE/MBE/WBE/SDVOB. It shall be the responsibility of the DBE/MBE/WBE/SDVOB to provide the operator's fuel, maintenance and insurance for all leased trucks.

Some bulk items may be drop-shipped due to the specific needs in a contract and the MBE/WBE/SDVOB must take legal possession of the items in the chain of distribution at all times after acceptance of the item. However, the MBE/WBE/SDVOB will receive credit as a Broker not as a Material Supplier (See §102-12D.5 *Brokers/Manufacturer's Representatives*).

4. Distributor (Federal-Aid Contracts Only). A DBE Distributer is an established business that engages in the regular sale or lease of the items specified by the contract. A DBE Distributor assumes responsibility for the items it purchases once they leave the point of origin (e.g., a Manufacturer's facility), making it liable for loss or damage not covered by the carrier's insurance.

If the materials or supplies are purchased from a DBE Distributor that neither maintains sufficient inventory nor uses its own distribution equipment for the products in question, 40% of the cost of materials or supplies (including transportation costs) will be credited.

A DBE Distributor performs a CUF when it demonstrates ownership of the items in question and assumes all risk for loss or damage during transportation, evidenced by the terms of the

purchase order or a bill of lading (BOL) from a third party, indicating Free on Board (FOB) at the point of origin or similar terms that transfer responsibility of the items in question to the DBE Distributor. Where a Distributor "drop ships" materials without assuming risk or does not operate in accordance with its distributorship agreement, credit is limited to fees or commissions.

5. Brokers/Manufacturer's Representatives. A Broker / Manufacturer's Representative is a firm that arranges or expedites transactions for materials.

100% of the expenditures for fees or commissions charged for assistance in the procurement of, or fees for transportation charges for the delivery of, materials or supplies provided by a DBE/MBE/WBE/SDVOB Broker/Manufacturer's Representative will be counted toward the DBE/MBE/WBE/SDVOB goal(s), provided they are determined by the Department to be reasonable and not excessive as compared with fees customarily allowed for similar services. The cost of the materials and supplies themselves will not be counted. A Broker / Manufacturer's Representative may arrange or expedite transactions for materials to the Contractor or Subcontractor working on the contract.

6. Services. A Service is a firm that provides an economic benefit, such as professional, technical, consultant, or managerial service, or provides bonds or insurance specifically required for the performance of the contract.

100% of the expenditure for fees charged by a DBE/MBE/WBE/SDVOB Service will be counted toward the DBE/MBE/WBE/SDVOB goal(s), provided the fee is reasonable and not excessive as compared with fees customarily allowed for similar services.

7. Trucking Firms. A DBE/MBE/WBE/SDVOB trucking firm shall own and operate at least one fully licensed, insured, and operational truck used on the contract and shall be responsible for the management and supervision of the trucking operation, and the arrangement cannot be contrived solely for the purpose of meeting the DBE/MBE/WBE/SDVOB goal(s). The DBE/MBE/WBE/SDVOB trucking firm shall control the day-to-day DBE/MBE/WBE/SDVOB trucking operations and shall be responsible for: (1) Negotiating and executing rental/leasing agreements; (2) Controlling the work force; (3) Coordinating the daily trucking needs with the Contractor or Subcontractor; and (4) Scheduling and dispatching trucks.

100% of the value of the trucking operations the DBE/MBE/WBE/SDVOB provides on the contract using trucks it owns or leases on a long-term basis that are registered, insured, and operated by the DBE/MBE/WBE/SDVOB using drivers it employs, will be counted toward the DBE/MBE/WBE/SDVOB goal(s). A lease shall indicate that the DBE/MBE/WBE/SDVOB has exclusive use of and control over the truck. This does not preclude the leased truck from working for others during the term of the lease with the consent of the DBE/MBE/WBE/SDVOB, so long as the lease gives the DBE/MBE/WBE/SDVOB absolute priority for use of the leased truck. Leased trucks shall display the name and identification number of the DBE/MBE/WBE/SDVOB.

E. Commercially Useful Function. A DBE/MBE/WBE/SDVOB's participation will only be counted toward meeting the DBE/MBE/WBE/SDVOB contract goal(s), when it performs a commercially useful function. In order to be considered as performing a commercially useful function, a DBE/MBE/WBE/SDVOB shall be responsible for the execution of a distinct element of work on the contract and carry out its responsibilities by actually performing, managing, and supervising the work involved in accordance with normal industry practice. This applies to all work performed by a DBE/MBE/WBE/SDVOB including Subcontractors, Manufacturers/Fabricators, Material Suppliers, DBE Distributors, Brokers/Manufacturer's Representatives, Services and Trucking Firms regardless of whether the DBE/MBE/WBE/SDVOB's participation is intended to count towards the goals(s). With respect to supplying materials to be used on the contract, the

DBE/MBE/WBE/SDVOB shall assume the responsibility for negotiating price, determining quality and quantity, ordering the material, and paying for the materials.

Regardless of whether an arrangement between the Contractor and the DBE/MBE/WBE/SDVOB represent standard industry practice, if the arrangement erodes the ownership, control or independence of the DBE/MBE/WBE/SDVOB or in any other way does not meet the commercially useful function requirement, the Contractor will receive no credit toward the goal(s). If the reduction in credit results in the DBE/MBE/WBE/SDVOB participation to fall below the Contractor's commitment, the Contractor shall make every effort to find another DBE/MBE/WBE/SDVOB to make up the shortfall to meet their commitments, in accordance with §102-12H. *Good Faith Efforts.*

A DBE/MBE/WBE/SDVOB does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction or contract through which funds are passed in order to obtain the appearance of DBE/MBE/WBE/SDVOB participation. The arrangement cannot be contrived solely for the purpose of meeting the DBE/MBE/WBE/SDVOB goal(s). The Contractor shall not seek credit toward the goal(s) through any arrangements or actions of others where the Contractor knows, or should have known, based upon the evidence and circumstances present, that a DBE/MBE/WBE/SDVOB is not performing a commercially useful function.

1. Work Force. The DBE/MBE/WBE/SDVOB shall employ its own work force, (including administrative and clerical) separate and apart from that employed by the Contractor, other Subcontractors on the contract, or their affiliates. The DBE/MBE/WBE/SDVOB must use its workforce to perform or exercise responsibility for its portion of the contract. This does not preclude the employment by the DBE/MBE/WBE/SDVOB of an individual that has been previously employed by another firm involved in the contract, provided that the DBE/MBE/WBE/SDVOB can demonstrate it maintains an employer-employee relationship with the employee by being responsible for hiring, firing, training, assigning, and otherwise controlling the on-the-job activities of the employees, as well as ultimate responsibility for wage and tax obligations related to the employee. The routine transfer of work crews from another employer to the DBE/MBE/WBE/SDVOB will not be allowed.

2. Supervision. All work performed by the DBE/MBE/WBE/SDVOB shall be controlled and supervised by the DBE/MBE/WBE/SDVOB without duplication of supervisory personnel from the Contractor, other Subcontractors on the contract, or their affiliates. This does not preclude routine communication between the supervisory personnel of the DBE/MBE/WBE/SDVOB and other supervisors necessary to coordinate the contract work.

3. Materials. DBE/MBE/WBE/SDVOBs shall negotiate price, determine quality and quantity, order, install (where applicable) and pay for the material(s) required to perform the work when material supply is included in their scope of work.

4. Equipment. DBE/MBE/WBE/SDVOBs may supplement their equipment by renting or leasing additional equipment in accordance with customary industry practice, provided the equipment is not rented/leased from the Prime Contractor or its affiliate, except as noted below. Before supplementing their equipment, the DBE/MBE/WBE/SDVOB must first own and operate at least one operational business-critical piece of equipment capable of independently providing a service under the contract. There may be rare instances in which a DBE/MBE/WBE/SDVOB may use a Prime Contractor's equipment, supplies, etc. to a limited degree (e.g., the DBE/MBE/WBE/SDVOBs backhoe breaks down and the DBE/MBE/WBE/SDVOB uses the Prime Contractor's backhoe for the rest of the day; use of a crane; etc.). Such limited use must be approved by the Department. Consequently, if a charge for the use of a Prime Contractor's equipment (distinct from the DBE/MBE/WBE/SDVOB's labor in operating the equipment) is part of the cost of the DBE/MBE/WBE/SDVOB's contract, it would be subtracted from the

DBE/MBE/WBE/SDVOB credit allowed for the contract. Should back charges result in DBE/MBE/WBE/SDVOB participation falling below the goal(s), the Contractor shall be required to backfill.

F. Submission of Proposals. (Applicable only to Federal-Aid contracts). In submitting a proposal, a Bidder declares that it shall make commitments to those qualified DBEs whose participation the Bidder submits to meet the contract goal(s).

Unless a zero goal for DBE participation is established, all Bidders shall submit a complete DBE Participation Package with their bid proposal. The DBE Participation Package shall include a summary of the confirmed DBE commitments (i.e., electronic entry in Project Bids or AAP 14 for paper bids); DBE confirmation on Department provided forms (i.e., AAP 20, AAP 22, and AAP23) for each DBE firm for the type and amount of work shown in the summary of commitments; and sufficient good faith effort documentation (if required). Confirmed DBE commitments are commitments where the proposed DBE participation is firm, the work is clearly defined, the correct NAICS codes have been identified, the DBE firm is certified to perform the work, and the proposed commitments have been verified by the DBE firm. The Bidder's summary of commitments shall include DBE name, DBE address, work category, and commitment amount.

In addition, per 49 CFR 26.11, all Bidders shall submit with their bid proposal a Bidder's List (i.e., CONR 80 Bidder's List) which contains information for all Subcontractors, both DBEs and non-DBEs, who provided quotes on the contract. The Bidder's List shall include the Subcontractor's name and work code applicable to each scope of work the Subcontractor sought to perform in its quote. Failure to submit the required Bidders List information may result in rejection of the bid.

G. DBE/MBE/WBE/SDVOB Participation Package.

1. ***DBE Participation Package.*** For Federal-Aid contracts, except where a zero goal for DBE participation is established, all Bidders shall submit a complete DBE Participation Package to the Department with their proposal. The DBE Participation Package shall include confirmed DBE commitments; DBE confirmation, on Department provided forms (i.e., AAP 20, AAP 22, and AAP23), for each DBE firm for the kind and amount of work shown in the Bidder's commitments; and good faith effort documentation (if required). No additions, substitutions or deductions to the DBE commitments identified at time of letting will be considered as part of the DBE Participation Package.

A commitment to a DBE is expressed as a dollar amount agreed to by both the Bidder and the DBE for the performance of identified work, services or products. Commitments are for quantities of contract pay items, or associated to contract pay items for work, services or products that are not measured in the same manner as the contract pay item. Commitments for less than the full scope of the contract pay item shall be indicated as such in the DBE Participation Package.

For each DBE Subcontractor, the Bidder shall indicate, in the DBE confirmation form (i.e., AAP 20 *DBE Subcontractor / Work Service / Professional Service Commitments / Confirmation*), the contract pay item number(s) of the work to be performed.

For each DBE Manufacturer, Fabricator, Material Supplier (including equipment rental without operator), Distributor, or Broker, the Bidder shall be responsible for the collection, review and submission of a fully executed DBE confirmation form (i.e., AAP 22 *DBE/MBE/WBE/SDVOB Material Commitments / Confirmation)* affirming that the responses received in the questionnaire, by its proposed DBE, indicate the performance of a commercially useful function, will be consistent with the preliminary counting of such participation toward the contract goal. A separate AAP 22 must be submitted for each separate and distinct contract pay item number(s) of the materials, supplies, articles, or equipment to be manufactured, fabricated, supplied, or otherwise provided. If the material, supplies, articles, equipment or service does not

correspond to a specific contract pay item, the Bidder shall use a contract pay item(s) to which the activity relates.

For each DBE Service, the Bidder shall indicate, in the DBE confirmation form (i.e., AAP 20 *DBE Subcontractor / Work Service / Professional Service Commitments / Confirmation*), the contract pay item number(s) of the service to be provided. If the Service does not correspond to a specific Department contract pay item, the Bidder shall use a contract pay item(s) to which the activity relates.

For each DBE Trucking Firm, the Bidder shall indicate, in the DBE confirmation form (i.e., AAP 23 *DBE/MBE/WBE/SDVOB Trucking Commitments / Confirmation*), the contract pay item number(s) for which the trucking operations are to be performed. If the trucking operation does not correspond to a specific contract pay item, the Bidder shall use a contract pay item(s) to which the activity relates. The Bidder shall indicate the type of trucking operation to be performed, the number of trucks owned/leased, the number of trucks working on-site or off-site, rate per hour/ton/load/etc., duration or amount, and total dollar value of the proposed DBE commitment. The Bidder shall provide copies of all lease agreements utilized by the DBE Trucking Firm.

If the Bidder meets or exceeds the established DBE goal(s) for the contract with commitments to certified DBEs, it is not necessary for the Bidder to submit documentation of good faith efforts. However, if after review by the Department, a Bidder's commitments fall below goal, no additional time will be given to submit good faith efforts.

If the contract goal(s) is not met in full, then the Bidder shall provide documentation of its good faith efforts with their proposal, in accordance with §102-12H. *Good Faith Efforts* that demonstrate that the Bidder attempted but could not meet the goal(s).

If the Low Bidder fails to submit a complete DBE Participation Package (i.e., DBE commitments, DBE confirmation, and/or GFE) at time of letting they may be deemed non-responsive by the Department.

For tracking and oversight purposes, after the Low Bidder's commitments and/or good faith efforts have been accepted by the Department, the Low Bidder will be notified by email to input their DBE Participation Package, as submitted with their proposal, in EBO within 5 calendar days. On Design Bid Build Best Value contracts, notification will be sent upon designation. For those items of work where a DBE Subcontractor is performing less than 100% of a contract pay item, the Bidder shall explain, in writing, the scope of work to be performed by the DBE and shall indicate those items as such in EBO (i.e., split item).

Once the Low Bidder has completed all entries in EBO, they shall notify the Construction Pre-Award Unit at *construction.civilrights@dot.ny.gov*. Once the Low Bidder has received notification by the Department that their entries have been accepted, each DBE shall acknowledge the commitment in EBO within 10 calendar days.

The Contractor shall execute subcontracts, agreements, or purchase orders, as appropriate, with each DBE for the type and amount of work identified in the approved AAP19 *DBE/MBE/WBE/SDVOB Schedule of Participation*, no later than 10 days after contract award.

2. MBE/WBE/SDVOB Participation Package. For Non-Federal-Aid contracts, within 10 calendar days, the Low Bidder shall submit a complete MBE/WBE/SDVOB Participation Package, as outlined below, to the Office of Construction using the Department approved civil rights reporting software, Equitable Business Opportunity Solution (EBO). The time period is measured starting the day after the Letting for Design Bid Build Low Bid contracts and the day after designation for Design Bid Build Best Value contracts. If the last day is a Saturday, Sunday, State holiday or Federal holiday, the period is extended to the next day that State offices are open.

A commitment to an MBE/WBE/SDVOB is expressed as a dollar amount agreed to by both the Bidder and the MBE/WBE/SDVOB for the performance of identified work, services or products. Commitments are for quantities of contract pay items, or associated to contract pay

items for work, services or products that are not measured in the same manner as the contract pay item. Commitments for less than the full scope of the contract pay item shall be indicated as such in EBO (i.e., split item).

For each MBE/WBE/SDVOB Subcontractor, the Low Bidder shall indicate the contract pay item number(s) of the work to be performed in EBO. For those items of work where the MBE/WBE/SDVOB Subcontractor is performing less than 100% of a contract pay item, the Low Bidder shall explain, in writing, the scope of work to be performed by the MBE/WBE/SDVOB.

For each MBE/WBE/SDVOB Manufacturer, Fabricator, Material Supplier (including equipment rental without operator), or Broker, the Low Bidder shall indicate the contract pay item number(s) of the service to be provided in EBO. In addition, the Low Bidder shall be responsible for the collection, review and submission of a fully executed MBE/WBE/SDVOB confirmation form (i.e., AAP 22 *DBE/MBE/WBE/SDVOB Material Commitments / Confirmation*) affirming that the responses received in the questionnaire, by its proposed MBE/WBE/SDVOB, indicate the performance of a commercially useful function, will be consistent with the preliminary counting of such participation toward the contract goal. A separate AAP 22 must be submitted for each separate and distinct contract pay item number(s) of the materials, supplies, articles, or equipment to be manufactured, fabricated, supplied, or otherwise provided. If the material, supplies, articles, equipment or service does not correspond to a specific contract pay item, the Low Bidder shall use a contract pay item(s) to which the activity relates.

For each MBE/WBE/SDVOB Service, the Low Bidder shall indicate the contract pay item number(s) of the service to be provided in EBO. If the service does not correspond to a specific Department contract pay item, the Low Bidder shall use a contract pay item(s) to which the activity relates.

For each MBE/WBE/SDVOB Trucking Firm, the Low Bidder shall indicate, in EBO, the contract pay item number(s) for which the trucking operations are to be performed. If the trucking operation does not correspond to a specific contract pay item, the Low Bidder shall use a contract pay item(s) to which the activity relates. For each MBE/WBE/SDVOB Trucking Firm, the Low Bidder shall indicate, in the MBE/WBE/SDVOB confirmation form (i.e., AAP 23 *DBE/MBE/WBE/SDVOB Trucking Commitments / Confirmation*), the type of trucking operation to be performed, the number of trucks owned/leased, the number of trucks working on-site or off-site, rate per hour/ton/load/etc., duration or amount, and total dollar value of the proposed MBE/WBE/SDVOB commitment. The Low Bidder shall provide copies of all lease agreements utilized by the MBE/WBE/SDVOB Trucking Firm.

Once the Low Bidder has completed all entries in EBO, they shall notify the Construction Pre-Award Unit at *construction.civilrights@dot.ny.gov*. Once the Low Bidder has received notification by the Department that their entries have been accepted, each DBE shall acknowledge the commitment in EBO within 10 calendar days.

If the Low Bidder meets or exceeds the established MBE/WBE/SDVOB goal(s) for the contract with commitments to certified MBE/WBE/SDVOBs, it is not necessary for the Low Bidder to submit documentation of good faith efforts.

If the contract goal(s) is not met in full, then the Bidder shall provide documentation of its good faith efforts within the 10 calendar days in accordance with §102-12H. *Good Faith Efforts* that demonstrate that the Bidder attempted but could not meet the goal(s).

The Contractor shall execute subcontracts, agreements, or purchase orders, as appropriate, with each MBE/WBE/SDVOB for the type and amount of work identified in the approved *AAP19 DBE/MBE/WBE/SDVOB Schedule of Participation*, no later than 10 days after contract award.

H. Good Faith Efforts. If the Low Bidder fails to meet the DBE/MBE/WBE/SDVOB contract goal(s), the Department will evaluate the good faith efforts the Bidder made to obtain DBE/MBE/WBE/SDVOB participation to determine if the efforts are sufficient to recommend award of the contract. Efforts to obtain DBE/MBE/WBE/SDVOB participation that are merely pro forma

are not good faith efforts, nor are efforts that, even if they are sincerely motivated, given all relevant circumstances, they could not reasonably be expected to produce a level of DBE/MBE/WBE/SDVOB participation sufficient to meet the goal(s).

If the Bidder has not met the DBE/MBE/WBE/SDVOB goal(s), it shall submit sufficient documentation that substantiates good faith efforts. Such documentation shall include, at a minimum, the AAP10 *DBE/MBE/WBE/SDVOB Solicitation Log*, all forms of solicitation inquiries that were returned as undeliverable, quotations submitted by DBE/MBE/WBE/SDVOBs that were not selected for participation, quotations submitted by non-DBE/MBE/WBE/SDVOBs that were selected for comparison, and an explanation for the Bidder's action in each case.

In order to evaluate the Bidder's good faith efforts, the Department will consider the quality, quantity, and intensity of the different kinds of efforts that the Bidder has made.

Below is a list of the types of actions which the Department will consider as part of the Bidder's good faith efforts to obtain DBE/MBE/WBE/SDVOB participation. It is not intended to be a mandatory checklist, nor is it intended to be exhaustive or exclusive. Other factors or types of efforts may be relevant in appropriate cases.

1. Securing participation by certified DBE/MBE/WBE/SDVOB firms for work that they are listed to perform that is in the contract. Only DBEs certified by the NYS Unified Certification Program (NYSUCP) shall be used to fulfill the established goal on Federal-Aid contracts. Only M/WBEs certified by the NYS Department of Economic Development and SDVOBs certified by the NYS Office of General Services' Division of Service-Disabled Veteran's Business Development shall be used to fulfill the established goal(s) on Non-Federal-Aid contracts.

2. For all work, soliciting, at a minimum, certified DBE/MBE/WBE/SDVOBs within 100 miles of the contract location.

3. The Bidder shall conduct market research to identify small business contractors and suppliers and solicit, through all reasonable and available means, the interest of all certified DBE/MBE/WBE/SDVOBs that have the capability to perform the work of the contract. This may include attendance at pre-bid and business matchmaking meetings and events; advertising and/or written notices; posting of notices of sources sought and/or requests for proposals, written notices or emails to all certified DBE/MBE/WBE/SDVOBs listed in the appropriate directory of certified firms that specialize in the areas of work desired and which are located in the area or surrounding area.

The Bidder shall solicit this interest as early in the bidding process as practicable, to allow the DBE/MBE/WBE/SDVOBs to respond to the solicitation and submit a timely offer. The Bidder shall determine with certainty if the DBE/MBE/WBE/SDVOBs are interested by taking appropriate steps, including following up the initial solicitation with at least one additional solicitation via a different media. The Bidder shall keep records of efforts to solicit and negotiate with DBE/MBE/WBE/SDVOBs as evidence of good faith efforts, using the Solicitation Log as a continuing record.

4. Selecting portions of the work to be performed by DBE/MBE/WBE/SDVOBs in order to increase the likelihood that the DBE/MBE/WBE/SDVOB goal(s) will be achieved. This includes, where appropriate, either breaking down operations or combining like or related operations into logistically and economically feasible units to facilitate DBE/MBE/WBE/SDVOB participation, even when the Contractor might prefer to perform these work items with its own forces. This may include, where possible, establishing flexible time frames for performance and delivery schedules in a manner that encourages and facilitates DBE/MBE/WBE/SDVOB participation.

5. Providing interested DBE/MBE/WBE/SDVOBs with adequate information on where and how to obtain the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation with their timely offer.

6. *a. Negotiating in good faith with interested DBE/MBE/WBE/SDVOBs.* It is the Bidder's responsibility to make a portion of the work available to DBE/MBE/WBE/SDVOB firms and to select those portions of the work or material needs consistent with the available DBE/MBE/WBE/SDVOB firms, so as to facilitate DBE/MBE/WBE/SDVOB participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of DBE/MBE/WBE/SDVOBs that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional agreements could not be reached for DBE/MBE/WBE/SDVOBs to perform the work.

b. Additional Costs. The fact that there may be some additional costs involved in finding and using DBE/MBE/WBE/SDVOBs is not in itself sufficient reason for a Bidder's failure to meet the contract DBE/MBE/WBE/SDVOB goal(s), as long as such costs are reasonable. The ability or desire of a Bidder to perform the work of a contract with its own organization does not relieve the Bidder of the responsibility to make good faith efforts. Bidders are not, however, required to accept higher quotes from DBE/MBE/WBE/SDVOBs if the Department determines the price difference to be excessive or unreasonable.

7. *a. Not rejecting DBE/MBE/WBE/SDVOBs as unqualified.* The Bidder shall not reject DBE/MBE/WBE/SDVOBs as unqualified without sound reasons based on a thorough investigation of their capabilities. The Bidder’s standing within its industry, membership in specific groups, organizations or associations, and political or social affiliations (for example union vs. non-union status) are not legitimate causes for rejection or non-solicitation of proposals in the Bidder’s efforts to meet the contract goal. Rejection of the DBE/MBE/WBE/SDVOB because its quotation for the work was not the lowest received is not considered good faith effort. Nothing in this paragraph shall be construed to require the Bidder to accept unreasonable quotes in order to satisfy contract goals.

b. Replacement Prices. A prime contractor’s inability to find a replacement DBE/MBE/WBE/SDVOB at the original price is not alone sufficient to support a finding that good faith efforts have been made to replace the original DBE/MBE/WBE/SDVOB. The fact that the contractor has the ability and/or desire to perform the contract work with its own forces does not relieve the contractor of the obligation to make good faith efforts to find a replacement DBE/MBE/WBE/SDVOB, and it is not a sound basis for rejecting a prospective replacement DBE/MBE/WBE/SDVOB’s reasonable quote.

8. Making efforts to assist interested DBE/MBE/WBE/SDVOBs in obtaining bonding, lines of credit or insurance as required by the Department or the Bidder.

9. Making efforts to assist interested DBE/MBE/WBE/SDVOBs in obtaining necessary equipment, supplies, materials, or related assistance.

10. Where available, effectively using the services of trade associations, and contractor groups; local, state, and Federal business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of DBE/MBE/WBE/SDVOBs.

11. Stating future commitments to use the DBE/MBE/WBE/SDVOBs after contract award is not considered to be responsive to the contract solicitation requirements or to constitute good faith efforts.

A Bidder shall also submit a detailed explanation identifying any circumstances unique to the contract that were deterrents to meeting the goal(s) (e.g., night work, small quantities over multiple locations, specialized work, etc.); detailed rationale as to why a specific scope of work is not considered to be a subcontract item and therefore was not solicited; and a detailed explanation for any scope of work deemed "self-performing" without the intent to split the work.

I. Pre-Award Approval. In order to award a contract to a Bidder that has failed to meet the DBE/MBE/WBE/SDVOB contract goal(s), the Department must determine that the Bidder's good faith efforts were those that a Bidder actively and aggressively seeking to meet the goal(s) would make given all relevant circumstances.

If the Department determines that the Low Bidder has failed to meet the goal(s) and good faith effort requirements, the Department may issue a finding of non-responsiveness. Before awarding the contract to a subsequent bidder, the Department will provide the Low Bidder an opportunity for administrative reconsideration by an official who did not take part in the original determination.

J. Administrative Reconsideration. If the Low Bidder is deemed non-responsive due to failure to meet the civil rights requirements, and believes they have good cause, they shall have 5 calendar days from notification to request an Administrative Reconsideration. The Low Bidder will have the opportunity to provide argument and written documentation of good faith efforts made prior to letting, and to meet in person with the Department's reconsideration official upon notification concerning the issue of whether it met the goal or made adequate good faith efforts to do so. The Department will send the Low Bidder a written decision on reconsideration, explaining the basis for finding that the Low Bidder did or did not meet the goal or make adequate good faith efforts to do so.

K. Notice of Deficiency. (Applicable only to Non-Federal-Aid contracts) The Department will review the submitted MBE/WBE/SDVOB Participation Plan and advise the Low Bidder of Department acceptance or issue a notice of deficiency within 20 business days after receipt.

If a notice of deficiency is issued, the Bidder shall respond to the notice of deficiency, within 7 business days of receipt, by submitting to the Department a written remedy in response to the notice of deficiency. Failure of the Contractor to submit a written remedy may result in the disqualification of the Contractor. If the Contractor's written remedy is not timely or is found by the Department to be inadequate, the Department may disqualify the Bidder as non-responsive or the Department may request the Contractor to submit, within 5 business days of notification by the Department, a request for a partial or total waiver of M/WBE and/or SDVOB participation goals on the Department's waiver form.

The Department may deem a Bidder's proposal non-responsive if the Bidder fails to submit an MBE/WBE/SDVOB Participation Plan; fails to submit a written remedy to a notice of deficiency; fails to submit a waiver in a timely manner; or if the Department determines that the Bidder failed to document sufficient good faith efforts.

L. Pre-Award Waivers. (Applicable only to Non-Federal-Aid contracts) Prior to submission of a request for a partial or total waiver, the Low Bidder shall contact the Department by email at *construction.civilrights@dot.ny.gov*.

In accordance with 5 NYCRR 140-145 and 9 NYCRR 252.2, a Bidder that is able to document good faith efforts to meet the M/WBE and SDVOB goal requirements, respectively, may submit a request for a partial or total waiver on the Department's waiver form, accompanied by supporting documentation. A Bidder may submit a request for waiver at the same time they submit their

MBE/WBE/SDVOB Participation Plan. If a request for waiver is submitted with the MBE/WBE/SDVOB Participation Plan and is not accepted by the Department at that time, the provisions of §102-12K *Notice of Deficiency* will apply. For M/WBE participation, if a Contractor is found non-responsive or non-responsible by the Department, the request for a waiver shall be deemed moot. For SDVOB participation, if the documentation included with the Bidder's waiver request is complete, the Department will evaluate the request and issue a written notice of acceptance or denial within 20 business days of receipt.

M. Bidder's Compliance with DBE Program Requirements. (Applicable only to Federal-Aid contracts.) The Department's acceptance of the Low Bidder's proposal is conditioned upon the Low Bidder's fulfillment of the DBE participation requirements. Except where a zero goal for DBE participation is established, failure by the Low Bidder to submit a complete DBE participation package or to provide commitments to meet the established goal without adequate good faith efforts may be grounds for rejection of the proposal as non-responsive and the bid deposit may be subject to forfeiture pursuant to §103-02 *Execution of Contract*.

N. Bidder's Compliance with M/WBE and SDVOB Program Requirements. (Applicable only to Non-Federal-Aid contracts.) The Department's acceptance of the Low Bidder's proposal is conditioned upon the Low Bidder's fulfillment of the M/WBE and SDVOB participation requirements. Failure by the Low Bidder to submit a complete MBE/WBE/SDVOB participation package within 10 calendar days after letting for Design Bid Build Low Bid contracts or within 10 calendar days after designation for Design Bid Build Best Value contracts, or failure to provide commitments to meet the established goal prior to award, without adequate good faith efforts sufficient to support a goal waiver request, may be grounds for rejection of the proposal as non-responsive and the bid deposit may be subject to forfeiture pursuant to §103-02 *Execution of Contract*.

102-13 STATE AND LOCAL SALES TAX EXEMPTION.

In accordance with Section 1115 of the Tax Law, in connection with capital improvement contracts all tangible personal property which will become an integral component of a structure, building or real property of the State, or any of its political subdivisions, is exempt from State and local retail sales tax and compensating use tax.

~~**102-14 FORM OF CONTRACT AND BID BOND.**~~

~~The form of contract and bid bond, if given, shall be that provided by the Department.~~

~~All of the following sections which have the word "Sample" in the title are samples of the contract documents executed by the Contractor as a part of the bidding and/or award process. The executed bid documents control and have precedence over the samples presented herein.~~

~~**102-15 SAMPLE FORM OF BID BOND.**~~

~~**KNOW ALL PERSONS BY THESE PRESENTS**, that _____~~
~~(Name of Contractor / Proposer)~~
~~_____~~
~~(Contractor / Proposer Address)~~
~~(hereinafter called the "Principal") and the _____~~
~~a corporation created and existing under the laws of the State of _____, having its principal office in the City of _____ and authorized as a surety in the State of New York (such surety or Co-sureties are hereinafter called the "Surety"), are held and firmly bound unto The People of the State of New York (hereinafter called the "State"), in the full just sum of [*Five Percent (5%) of Attached Bid /Price Proposal*], good and lawful money of the United States of America, for the payment of which said~~

102-15 SAMPLE FORM OF BID BOND.

sum of money, well and truly to be made and done, the said Principal binds themselves (himself/herself, itself), their (his/her, its) heirs, executors and administrators, successors and assigns, and the said Surety binds itself, its successors and assigns jointly and severally, firmly by these presents:

WHEREAS, the said Principal has submitted to the Commissioner of Transportation of the State of New York, a proposal for _____

(Project Description), and

WHEREAS, under the terms of the Laws of the State of New York as above indicated, the said Principal has filed or intends to file this bond to guarantee that the Principal will execute all required contract proposal documents and furnish such faithful performance or other bonds as may be required by law in accordance with the terms of the Principal's said proposal.

NOW, THEREFORE, the condition of the foregoing obligation is such, that if the said Principal shall promptly execute and submit, and the Commissioner of Transportation shall accept, all required contract proposal documents including such faithful performance bond or other bonds as may be required by law in accordance with the terms of the Principal's said proposal, then this obligation shall be null and void, otherwise to remain in full force and virtue.

In case of multiple or co-sureties, the Co-Sureties agree to empower a single representative with authority to act on behalf of all of the Co-Sureties with respect to this Bond, so that the Department will have no obligation to deal with multiple sureties hereunder. All correspondence from the Department to the Co-Sureties and all claims under this Bond shall be sent to such designated representative, and all correspondence so sent shall be deemed to have been sent to all Co-Sureties. The Co-Sureties also agree to designate a single agent for service of process with respect to any actions on this Bond, which agent shall either be a natural person or a corporation qualified to act as an agent for service of process under the laws of the State of New York. The designated representative and agent for service of process may be changed only by delivery of written notice (by personal delivery or by certified mail, return receipt requested) to the Department designating a single new representative and/or agent, signed by all of the Co-Sureties. The initial representative shall be:

_____

(Name of Representative)

_____

(Address)

_____

(City, State, Zip)

and the initial agent for service of process shall be:

_____

(Name of Initial Agent)

_____

(Address)

_____

(City, State, Zip)

IN TESTIMONY WHEREOF, the said Principal has hereunto set his/her (their, its) hand and the said Surety has caused this instrument to be signed by its authorized officer.

Signed and delivered this ____ day of _____ 20____ in the presence of:

102-15 SAMPLE FORM OF BID BOND.

~~_____)~~
~~(Company)~~
~~By _____) Principal~~
~~(Signature)~~
~~_____)~~
~~(Title of Authorized Officer)~~

~~_____)~~
~~(Company)~~
~~By _____) Surety (or Co-Surety)~~
~~(Signature)~~
~~_____)~~
~~(Title of Authorized Officer)~~

~~_____)~~
~~(Company)~~
~~By _____) Co-Surety~~
~~(Signature)~~
~~_____)~~
~~(Title of Authorized Officer)~~

~~_____)~~
~~(Company)~~
~~By _____) Co-Surety~~
~~(Signature)~~
~~_____)~~
~~(Title of Authorized Officer)~~

~~(The Surety Company shall append a single copy of a statement of its financial condition and a copy of the resolution authorizing the execution of Bonds by officers of the Company to the bond(s).)~~

~~**(Acknowledgment of principal, unless it be a corporation)**~~
~~STATE OF NEW YORK ss.:~~
~~COUNTY OF_____~~

~~On this _____ day of _____ 20 ___, before me personally came _____~~
~~to me known and known to me to be the person described in and who executed the foregoing instrument and acknowledged that he/she executed the same.~~

~~_____~~
~~Notary Public~~

~~**(Acknowledgment of principal, if a corporation)**~~
~~STATE OF NEW YORK ss.:~~
~~COUNTY _____~~

~~On this _____ day of _____ 20 ___, before me personally came _____~~
~~to me known and known to me to be the person, who being by me duly sworn, did depose and say that~~

~~he/she resides in _____ that he/she is the _____ of _____ the corporation described in and which executed the foregoing instrument; and that he/she signed his/her name thereto by order of the Board of Directors of said Corporation.~~

~~_____~~
~~Notary Public~~

~~(Acknowledgment of Contractor, if a limited liability company)~~
~~STATE OF NEW YORK ss.:~~
~~COUNTY OF _____~~

~~On this _____ day of _____ 20 ____, before me personally came _____ to me known, and known to me to be the person who being duly sworn, did depose and say that he/she resides in _____; that he/she is the duly authorized member of the limited liability company described in and which executed the foregoing instrument; and that he/she executed the foregoing instrument on behalf of the limited liability company for the purposes set forth therein as the act and deed of said limited liability company.~~

~~_____~~
~~Notary Public~~

~~(Acknowledgment of Surety Company)~~
~~STATE OF NEW YORK ss.:~~
~~COUNTY OF _____~~

~~On this _____ day of _____ 20 ___, before me personally came _____ to me known and known to me to be the person, who being by me duly sworn, did depose and say that he/she resides in _____. that he/she is the _____ of _____ the corporation described in the foregoing instrument; and that he/she signed his/her name thereto by order of the Board of Directors of said Corporation.~~

~~_____~~
~~Notary Public~~

~~102-16 SAMPLE CONTRACT PAY ITEM FORMAT.~~

~~LN #~~	~~ITEM~~	~~EST OF~~	~~UNIT PRICE~~	~~BID AMOUNT~~	
	~~DESCRIPTION~~	~~QUANTITIES~~			
		~~AND UNITS~~	~~DOLLARS~~	~~CENTS~~	~~DOLLARS~~ ~~CENTS~~
~~0002~~	~~ITEM: 201.06~~	~~NEC~~			
	~~LUMP SUM CLEARING AND GRUBBING~~	~~LUMP SUM~~			
~~0012~~	~~ITEM: 203.03~~	~~14521.00~~			
	~~CUBIC YARDS EMBANKMENT IN PLACE~~	~~PER CUBIC YARD~~			

102-17 SAMPLE FORM OF JURAT.

0064 ITEM: 402.195911	123.00	55.000	6765.00
QUALITY UNITS PLANT PRODUCTION QUALITY ADJUSTMENT TO 402.195901			
FIXED PRICE: SEE SPECIFICATION AND SUBSECTION 102-03.	PER QUALITY UNIT		
0248 ITEM: 637.2101 10 LUMP SUM PORTABLE CELLULAR DIGITAL TELEPHONE (HANDS FREE)/(RADIO EQUIPMENT)(FIXED PRICE)	NEC	7200.000	7200.00
FIXED PRICE: SEE SPECIFICATION AND SUBSECTION 102-03.	LUMP SUM		
0406 ITEM: 697.0201 DOLLARS AND CENTS FIELD CHANGE PAYMENT (FCP)	510000.00	1.000	510000.00
FIXED PRICE: SEE SPECIFICATION AND SUBSECTION 102-03.	PER DOLLARS AND CENTS		
0414 ITEM: 699.040001 MOBILIZATION	NEC		
MUST NOT EXCEED 4% OF SUBTOTAL SHOWN ABOVE. SEE SPECIFICATION FOR THIS ITEM.	LUMP SUM		
PLEASE BE SURE A BID IS ENTERED FOR EACH ITEM, EXCEPT AS DIRECTED FOR OPTIONAL ITEMS.			
	$ _____		

102-17 SAMPLE FORM OF JURAT.

1. Itemized Proposal

In submitting this bid, the undersigned declares that it is made without any connection with any person making another bid for the same contract; that the bid is in all respects fair and without collusion, fraud or mental reservation; and that no official of the State, or any person in the employ of the State is directly or indirectly interested in said bid or in the supplies or work to which it relates, or in any portion of the profits thereof.

The undersigned also hereby declares to have carefully examined the plans, specifications and form of contract, and to have personally inspected the actual location of the work together with the local sources of supply, to be satisfied as to all the quantities and conditions, and understands that in signing this proposal waives all right to plead any misunderstanding regarding the same.

The undersigned further understands and agrees to furnish and provide for the respective item price bid all the necessary material, machinery, implements, tools, labor services and other items of whatever nature, and to do and perform all the work necessary under the aforesaid conditions, to complete the improvement of the aforementioned project in accordance with the plans and specifications for said improvement, which plans and specifications it is agreed are a part of this proposal, and to accept in full

102-17 SAMPLE FORM OF JURAT.

compensation therefore the amount of the summation of the products of the approximate quantities multiplied by the unit prices bid. This summation will hereinafter be referred to as the gross sum bid.

For Design Bid Build projects, the undersigned further agrees to accept the aforesaid unit bid prices as compensation for any additions or deductions caused by variation in quantities due to more accurate measurement, and for use in the computation of the value of the work performed for monthly estimates, unless otherwise specifically provided for in the Standard Specifications.

The undersigned further agrees that should the bidder challenge any administrative action of the Department regarding the award of the Contract, such special proceeding shall be brought in Supreme Court, Albany County, and in no other location.

The undersigned further agrees that at any time during the progress of work the State adds, alters or omits portions of the work it shall so perform such work and accept compensation in accordance with the Standard Specifications.

The undersigned further understands and agrees not to start any work until the contract agreement is signed by the Commissioner or the Commissioner's duly authorized representative. In no event shall the undersigned start any contract work which involves a disturbance within the State right of way prior to award of the contract by the Comptroller.

2. Bid Deposit

Accompanying this proposal is a bid bond, certified check or bank cashier's check for the specified amount of deposit required. In the event this proposal is accepted by the Department of Transportation and the undersigned shall fail to execute the contract and in all respects comply with the provisions of Section 38 of the Highway Law, as amended, the moneys represented by such bid bond, certified check or bank cashier's check shall be regarded as liquidated damages and shall be forfeited and become the property of the State of New York; otherwise to be returned to the depositor in accordance with the provisions of said Section 38 of the Highway Law, as amended.

On acceptance of this proposal for said work the undersigned does or do hereby bind herself/himself or itself/themselves to enter into written contract, within ten days of date of notice of award, with the said Department of Transportation, and to comply in all respects with §38(6) of the Highway Law, as amended, in relation to security for the faithful performance of the terms of said contract.

3. Certifications

A. Non-Collusive Bidding Certifications (NYS Finance Law §139-D)

1. Every bid hereafter made to the state or any public department, agency or official thereof, where competitive bidding is required by statute, rule or regulation, for work or services performed or to be performed or goods sold or to be sold, shall contain the following statement subscribed by the bidder and affirmed by such bidder as true under the penalties of perjury:

a. By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his knowledge and belief:

(1) The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;

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

(3) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

b. A bid shall not be considered for award nor shall any award be made where a. (1)(2) and (3) above have not been complied with; provided however, that if in any case the bidder cannot make the foregoing certification, the bidder shall so state and shall furnish with the bid a signed

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statement which sets forth in detail the reasons therefore. Where a. (1)(2) and (3) above have not been complied with, the bid shall not be considered for award nor shall any award be made unless the head of the purchasing unit of the state, public department or agency to which the bid is made, or his designee, determines that such disclosure was not made for the purpose of restricting competition.

The fact that a bidder: (a) has published price lists, rates, or tariffs covering items being procured, (b) has informed prospective customers of proposed or pending publication of new or revised price lists for such items or (c) has sold the same items to other customers at the same prices being bid, does not constitute, without more, a disclosure within the meaning of subparagraph 1. a.

2. Any bid hereafter made to the state or any public department, agency or official thereof by a corporate bidder for work or services performed or to be performed or goods sold or to be sold, where competitive bidding is required by statute, rule or regulation, and where such bid contains the certification referred to in subdivision one of this section, shall be deemed to have been authorized by the board of directors of the bidder and such authorization shall be deemed to include the signing and submission of the bid and the inclusion therein of the certificate as to non-collusion as the act and deed of the corporation.

B. Non-Collusive Bidding Certification (49 CFR 20)

The Contractor to whom the above identified contract is to be awarded does hereby tender to the New York State Department of Transportation this sworn statement pursuant to Section 112(c) of Title 23 U.S. Code *Highways* and does hereby certify, in conformance with said 23 USC 112(c) that the said Contractor has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the above identified contract.

The signatory to this proposal, being duly sworn, certifies that, EXCEPT AS NOTED BELOW, its company and any person associated therewith in the capacity of owner, partner, director, officer, or major stockholder (five percent or more ownership):

1. is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
2. has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three years;
3. does not have a proposed debarment pending; and
4. has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent Jurisdiction in any matter involving fraud or official misconduct within the past three years.

EXCEPTIONS - List any relevant information, attaching additional sheets if necessary. (Exceptions will not necessarily result in disapproval, but will be considered in determining responsibility. For any exception noted, indicate below to whom it applies, the initiating agency, and dates of action. Providing false information may result in criminal prosecution or administrative sanctions.)

4. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion. (FHWA Section 1273 X.) [For Federal-Aid Contracts Only]

A. The Bidder certifies to the best of its knowledge and belief, that it and its Principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;
2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or

contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

4. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

B. Where the Bidder is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

5. Certification Regarding Use of Contract Funds for Lobbying (FHWA 1273 Section XI.) [For Federal-Aid Contracts Only]

A. The Bidder certifies, by signing and submitting this bid or proposal, to the best of his/her/their knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal 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.

2. 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 Federal 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, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

B. 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. Code §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.

C. The Bidder also agrees by submitting its bid or proposal that the Bidder shall require that the language of this certification be included in all lower tier subcontracts which exceed $100,000, and that all such subrecipients shall certify and disclose accordingly.

6. Bidder Assurance of No Conflict of Interest or Detrimental Effect.

The firm offering to provide services pursuant to this Contract, as a Contractor or joint venture Contractor, attests that its performance of the services outlined in this proposal does not and will not create a conflict of interest with nor position the firm to breach any other contract currently in force with the State of New York.

Furthermore, the firm attests that it will not act in any manner that is detrimental to any State project on which the firm is rendering services. Specifically, the firm attests that:

a. The fulfillment of obligations by the firm, as proposed in the response, does not violate any existing contracts or agreements between the firm and the State;

b. The fulfillment of obligations by the firm, as proposed in the response, does not and will not create any conflict of interest, or perception thereof, with any current role or responsibility that the firm has with regard to any existing contracts or agreements between the firm and the State;

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c. The fulfillment of obligations by the firm, as proposed in the response, does not and will not compromise the firm's ability to carry out its obligations under any existing contracts between the firm and the State;
d. The fulfillment of any other contractual obligations that the firm has with the State will not affect or influence its ability to perform under any contract with the State resulting from this proposal;
e. During the negotiation and execution of any contract resulting from this proposal, the firm will not knowingly take any action or make any decision which creates a potential for conflict of interest or might cause a detrimental impact to the State as a whole including, but not limited to, any action or decision to divert resources from one State project to another;
f. In fulfilling obligations under each of its State contracts, including any contract which results from this proposal, the firm will act in accordance with the terms of each of its State contracts and will not knowingly take any action or make any decision which might cause a detrimental impact to the State as a whole including, but not limited to, any action or decision to divert resources from one State project to another;
g. No former officer or employee of the State who is now employed by the firm, nor any former officer or employee of the firm who is now employed by the State, has played a role with regard to the administration of this contract procurement in a manner that may violate section 73(8)(a) of the State Ethics Law; and
h. The firm has not and shall not offer to any employee, member or director of the State any gift, whether in the form of money, service, loan, travel, entertainment, hospitality, thing or promise, or in any other form, under circumstances in which it could reasonably be inferred that the gift was intended to influence said employee, member or director, or could reasonably be expected to influence said employee, member or director, in the performance of the official duty of said employee, member or director or was intended as a reward for any official action on the part of said employee, member or director.

Firms responding to this proposal should note that the State recognizes that conflicts may occur in the future because a firm may have existing or new relationships. The State will review the nature of any such new relationship and reserves the right to terminate the contract for cause if, in its judgment, a real or potential conflict of interest cannot be cured.

7. False Claims Certification (31 USC §3729, NYS Finance Law Article 13)

Under the Federal False Claims Act, 31 U.S. Code §3729, any person or entity who knowingly presents, or causes to be presented to the Federal Government, a false or fraudulent claim for payment or approval is liable to the United State Government for a civil penalty of not less than $5,000 and not more than $10,000, plus three times the amount of damages the Government sustains.

Under the New York State False Claims Act, NYS Finance Law Article 13, any person or entity who knowingly presents or causes to be presented to the State of New York or Local Governments within the State of New York, a false or fraudulent claim for payment or approval is liable to the Government for a civil penalty of not less than $6,000 and not more than $12,000, plus three times the amount of damages the Government sustains.

"Knowingly" is defined as: (1) actual knowledge; (2) acting in deliberate ignorance of the truth or falsity of information; or (3) acting in reckless disregard of the truth or falsity of information; no proof of specific intent to defraud is required.

The Contractor to whom the above-identified contract is to be awarded does hereby certify to New York State Department of Transportation that it understands the prohibitions under the Federal and New York State False Claims Acts, and that it has not and will not submit or cause to be submitted any fraudulent claims in the submission of this bid or in connection with the above identified contract. The Contractor further certifies that it understands retaliatory actions, against employees and officers who initiate a *Qui Tam* (public) action on behalf of the government or cooperate in the investigation of a false

claim, are prohibited and are subject to an assessment of damages and penalties, under the provisions of the Federal and New York State False Claims Acts.

8. Executive Order 177 Certification

The New York State Human Rights Law, Article 15 of the Executive Law, prohibits discrimination and harassment based on age, race, creed, color, national origin, sex, pregnancy or pregnancy-related conditions, sexual orientation, gender identity, disability, marital status, familial status, domestic violence victim status, prior arrest or conviction record, military status or predisposing genetic characteristics.

The Human Rights Law may also require reasonable accommodation for persons with disabilities and pregnancy-related conditions. A reasonable accommodation is an adjustment to a job or work environment that enables a person with a disability to perform the essential functions of a job in a reasonable manner. The Human Rights Law may also require reasonable accommodation in employment on the basis of Sabbath observance or religious practices.

Generally, The Human Rights Law applies to:

a. All employers of four or more people, employment agencies, labor organizations and apprenticeship training programs in all instances of discrimination or harassment;

b. Employers with fewer than four employees in all cases involving sexual harassment; and

c. Any employer of domestic workers in cases involving sexual harassment or harassment based on gender, race, religion or national origin.

In accordance with Executive Order No. 177, the Proposer / Bidder hereby certifies that it does not have institutional policies or practices that fail to address the harassment and discrimination of individuals on the basis of their age, race, creed, color, national origin, sex, sexual orientation, gender identity, disability, marital status, military status, or other protected status under the Human Rights Law.

Executive Order No. 177 and this certification do not affect institutional policies or practices that are protected by existing law, including but not limited to the First Amendment of the United States Constitution, Article 1, Section 3 of the New York State Constitution, and Section 296(11) of the New York State Human Rights Law.

9. US Department of Transportation Office of Inspector General – Fraud, Waste, & Abuse Hotline

The U.S. Department of Transportation (USDOT) Office of Inspector General (OIG) maintains a Hotline for receiving allegations of fraud, waste, abuse, or mismanagement in USDOT programs or operations. Persons with knowledge of bid collusion (i.e., contractors, suppliers, work persons, etc.), or other questionable contract related practices (inadequate materials, poor workmanship, theft of materials, etc.), are encouraged to report such activities by calling the Hotline at 1-800-424-9071, emailing *hotline@oig.dot.gov*, or writing to the USDOT Inspector General, 1200 New Jersey Ave SE, West Bldg. 7th Floor, Washington, DC 20590. Allegations may be reported 24 hours a day, seven days a week by DOT employees, contractors, or the general public.

10. New York State Office of the Inspector General Hotline

The New York State Office of the Inspector General maintains a Hotline for receiving allegations of governmental misconduct. Reports of New York State governmental misconduct may be made in strict confidence to the Toll Free 24-hour Statewide HOTLINE at 1-800-DO RIGHT (1-800-367-4448), the on-line complaint form at *www.ig.ny.gov* or in writing to the New York State Office of the Inspector General, Empire State Plaza, Agency Building 2 - 16th Floor, Albany, New York 12223.

11. Offerer Disclosure of Prior Non-Responsibility Determinations – Contractor must complete the form below:

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1. Has any Governmental Entity made a finding of non-responsibility regarding the individual or entity seeking to enter into the Procurement Contract in the previous four years? (Please circle):
No Yes
If yes, please answer questions 2-4. If no, skip to question 5.

2. Was the basis for the finding of non-responsibility due to a violation of State Finance Law §139-j? (Please circle):
No Yes

3. Was the basis for the finding of non-responsibility due to the intentional provision of false or incomplete information to a Governmental Entity? (Please circle):
No Yes

4. If you answered yes to any of the above questions, please provide details regarding the finding of non-responsibility below.

Governmental Entity: _____
Date of Finding of Non-responsibility: _____
Basis of Finding of Non-Responsibility: _____
_____
_____
(Add additional pages as necessary)

5. Has any Governmental Entity or other governmental agency terminated or withheld a Procurement Contract with the individual or entity seeking to enter into the Procurement Contract due to the intentional provision of false or incomplete information? (Please circle):
No Yes

6. If yes, please provide details below.

Governmental Entity: _____
Date of Termination or Withholding of Contract: _____
Basis of Termination or Withholding: _____
_____
_____
(Add additional pages as necessary)

BY EXECUTING THIS PROPOSAL, THE CONTRACTOR AGREES TO:
1. Perform all work listed in accordance with the Contract Documents including all amendments, (found at *https://www.dot.ny.gov/doing-business/opportunities/const-notices* or *https://www.dot.ny.gov/main/business-center/designbuild)* at the prices bid; subject to the Changed Conditions provisions if applicable;
2. Accompany this proposal with a bid bond, certified check or bank cashier's check for the specified amount of deposit required;
3. All the terms and conditions of the non-collusive bidding certifications required by §139-d of the State Finance Law and 49 CFR Part 20;
4. For Federal-Aid contracts only, certify, under penalty of perjury, as to the current history regarding suspensions, debarments, voluntary exclusions, determinations of ineligibility, indictments, convictions or civil judgments required by *FHWA Form 1273 Required Contract Provisions Federal-Aid Construction Contracts- Section X* "*Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion"*;

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5. For Federal-Aid contracts only, certify that no Federal appropriated funds have been paid or will be paid, to any person for lobbying a Federal official or employee, or disclosure was made in accordance with 31 USC 1352 required by *FHWA Form 1273 Required Contract Provisions Federal-Aid Construction Contracts- Section XI "Certification Regarding Use of Contract Funds for Lobbying"*;
6. Attest that its performance of the services outlined in this proposal does not and will not create a conflict of interest with nor position the firm to breach any other contract currently in force with the State of New York;
7. Certify that it understands the prohibitions under the Federal False Claims Act (31 USC §3729) and the New York State False Claims Act (NYS Finance Law Article 13);
8. Certify that all information provided to the Department with respect to the requirements contained in the Procurement Lobbying Law (State Finance Laws §139j and §139k) is complete, true and accurate;
9. Affirm, under penalty of perjury, that all the responses provided to the Department with respect to its submitted Form CCA-2 *New York State Vendor Responsibility Questionnaire For-Profit Construction*, are complete, true, and accurate, and further affirms and acknowledges that it must remain a responsible Contractor throughout the duration of the contract, in accordance with §105-05 *Vendor Responsibility*;
10. Provide commitments to meet the established DBE/MBE/WBE/SDVOB participation goal(s) or to demonstrate sufficient good faith efforts to do so;
11. By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that the bidder has and has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees. Such policy shall, at a minimum, meet the requirements of Section 201-G of the New York State Labor Law.
12. Certify to all other clauses required by this proposal and contained herein.

Dated_____, 20_____

_____
Legal Name of person, firm or corporation
By _____
Signature (Title)

(Acknowledgment of individual Contractor)
STATE OF NEW YORK
County of_____ ss.:
On this_____ day of _____ 20____, before me personally came _____ to me known and known to me to be the person described in and who executed the foregoing instrument, and acknowledged that he/she/they executed the same.

_____
Notary Public

(Acknowledgment of co-partnership Contractor)
STATE OF NEW YORK
County of _____ ss.:
On this _____ day of _____ 20____, before me personally came _____ to me known and known to me to be the person who executed the foregoing instrument, who being by me duly sworn, did for himself/herself/themself depose and say that he/she/they is a member of the partnership of _____ , consisting of himself/herself/themself and _____ , and that he/she/they executed the foregoing instrument in the firm name of _____, and that he/she/they had authority to sign same, and did duly acknowledge to me that he/she/they executed the same as the act and deed of said firm for the uses and purposes mentioned therein.

_____
Notary Public

(Acknowledgment of Contractor, if a corporation)
STATE OF NEW YORK
County of _____ ss.:
On this _____ day of _____ 20____, before me personally came _____ to me known and known to me to be the person, who being duly sworn, did depose and say that he/she/they resides in _____ , that he/she/they is the _____ , of the _____ , the corporation described in and which executed the foregoing instrument; and that he/she/they signed her/his/their name thereto by order of the Board of Directors of said Corporation.

_____
Notary Public

(Acknowledgment of Contractor, if a Joint Venture)
A bidder that is a Joint Venture shall include a separate, signed and notarized copy of the acknowledgment page for each party in the joint venture.

Please Complete Information Requested Below:

The address of the bidder is:

_____ (Street)
_____
_____
City, State and Zip Code

Federal Identification No _____
Contact Person _____
Phone No. ( ) _____
E-mail _____

If a Partnership

Name	Address
_____	_____
_____	_____
_____	_____

If a Corporation

Name	Address
_____, President	_____
_____, Secretary	_____
_____, Treasurer	_____

~~SECTION 103 CONTRACT AWARD AND EXECUTION~~

~~(Last Revised January, 2025)~~

~~103-01 CONTRACT AWARD.~~

~~The contract award will be made only to the lowest responsible bidder as will best promote the public interest as provided by Section 38 of the Highway Law. The lowest bid will be determined by the Commissioner on the basis of gross sum for which the entire work will be performed, arrived at by a correct computation of all contract pay items specified in the proposal, at the unit prices stated in the proposal. If there is any discrepancy between the hard copy and electronic format of itemized proposals~~

ATTACHMENT 3c

AUTHORITY

MAYOR'S CERTIFICATE No. CBX _____ Dated _____/_____/_____
BUDGET DIRECTOR'S CERTICATE No. _____ Dated _____/_____/_____

APPROPRIATION
COMMISSIONER'S CERTIFICATE

In conformity with the provisions of Section 6-101 of the Administrative Code of the City of New York, it is hereby certified that the estimated cost of the work, materials and supplies required by the within Contract, amounting to:_____
Dollars, ($) is chargeable to the fund of the Department of Transportation Code:
_____
I hereby certify that the specifications contained herein comply with the terms and conditions of the _____BUDGET.

_____
Agency Chief Contracting Officer, on behalf of the
Commissioner of the Department of Transportation

ATTACHMENT 3c

COMPTROLLER'S CERTIFICATE

The City of New York _____, 20__.

In pursuance of the provisions of Section 6-101 of the Administrative Code of the City of New York, I hereby certify that there remains unapplied and unexpended a balance of the above mentioned fund applicable to this Contract sufficient to pay the estimated expense of executing the same, viz.:
$ _____.

_____
Comptroller

ATTACHMENT 3d

SPECIAL NOTICE TO BIDDERS

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

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

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

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

RIDER TO THE GENERAL CONDITIONS
REGARDING NON-COMPENSABLE DELAYS AND GROUNDS FOR EXTENSION

The following provisions supersede the corresponding provisions in the General Conditions:

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.

ATTACHMENT 3f

WHISTLEBLOWER PROTECTION EXPANSION ACT POSTER

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**	**Or scan the QR Code above to make a complaint**

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

NYC EARNED SAFE AND SICK TIME ACT CONTRACT RIDER

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

35.5.1. Introduction and General Provisions.

35.5.1.1. 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").

35.5.1.2. 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.

35.5.1.3. 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.

35.5.1.4. 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.

35.5.1.5. 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.

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

35.5.2.1. 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.

35.5.2.2. 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.

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

35.5.2.3.1. 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;

35.5.2.3.2. 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.

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

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

35.5.2.3.5. 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.

35.5.2.4. 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.

35.5.2.5. 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.

35.5.2.6. 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.

35.5.2.7. 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.

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

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

35.5.3.2. 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;

35.5.3.3. 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;

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

35.5.3.5. 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

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

35.5.4. 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.

35.5.5. Notice of Rights.

35.5.5.1. 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://www.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.

35.5.5.2. 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.

35.5.6. 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.

35.5.7. Enforcement and Penalties.

35.5.7.1. 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.

35.5.7.2. 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.

35.5.7.3 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.

35.5.8. 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.

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).

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.

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.

Attachment 3i.

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

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.

Attachment 3j.

Community Hiring Rider

For Construction Contracts

Version: February 20, 2025

This Community Hiring Rider replaces the HireNYC requirements set forth in Article 35.6 of the Standard Construction Contract.

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.

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).

SPECIAL NOTICE TO BIDDERS

The City intends to award two (2) "where and when" contracts that contemplate the performance of certain structural repair work throughout the five (5) boroughs. The work under these two (2) contracts may include, but not be limited to, repair of flag conditions that require structural rehabilitation, maintenance, and/or replacement of components, primarily on bridges, as well as other miscellaneous work when directed by NYCDOT at areas designated by NYCDOT.

Contract HBCY107 contemplates work performed within the boroughs of Manhattan and Queens; while contract HBCY109 contemplates work performed within the boroughs of Brooklyn, Bronx, and Staten Island.

A Bidder may submit a Bid for either contract HBCY107 or HBC109, or Bids for both contracts HBCY107 and HBC109. If a Bidder submits Bids for both contracts HBCY107 and HBC109:

(1) each Bid shall be evaluated as a complete, stand-alone Bid, independent of the other Bid, using all Bid forms and schedules required for that contract; and

(2) Bids will be evaluated and Contracts will be awarded in accordance with all applicable provisions of the Contract Documents. For these Advertisements for Bids, the City will review together all responsive Bids submitted by responsible Bidders and will evaluate each Bid based on its Bid price, or, if applicable, its evaluated Bid price, using only the requirements and evaluation criteria disclosed in the Contract Documents. The City will then identify the set of Contracts to be awarded under these Advertisements for Bids that provides coverage for the five (5) boroughs and results in the lowest total combined Bid price, or lowest total combined evaluated Bid price if applicable, that the City determines to be in the best interest of the City; and

(3) the City will not award more than one (1) contract to a Bidder under these Advertisements for Bid.

ATTACHMENT 31

GP - PAGES

GENERAL PROVISIONS

Revised 09/26/25.

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GENERAL PROVISIONS

1. Work Described. The Contractor shall furnish all the labor, materials and equipment, required by the plans, specifications and as directed by the Engineer for the performance of the Work. Any labor, materials and equipment that have been omitted in the description of the Work, but that are necessary or proper for the completion of the Work, shall be furnished by the Contractor at its sole cost and expense.

2. Understanding of the Plans and Specifications. The Contractor expressly declares and acknowledges that, before the signing of this Contract, it has carefully read the entire Contract, together with and in connection with the plans and specifications, and that through such reading, the Contractor can determine the Work required pursuant to this Contract. The Contractor agrees that it will not hereafter make any claim or demand upon the City based upon or arising out of any alleged misunderstanding or misconception of the said requirements, covenants, stipulations and restrictions of the Contract.

3. Conflicting Plans and Specifications. Anything shown on the plans and not mentioned in the specifications or mentioned in the specifications and not shown on the plans, shall have the same effect as if shown or mentioned in both respectively.

Should any conflict occur in or between the plans and specifications, the Contractor shall be deemed to have estimated on the expensive way, for the Contractor, of doing the Work unless it shall have asked for and obtained a decision in writing from the Commissioner before the submission of its bid, as to what shall govern.

If any term or provision of this Contract is ambiguous or there is a discrepancy between the Contract, the specifications and/or the drawings, shall be resolved in accordance with Part E, article E.13.

4. Deviations from Plans and Specifications. No deviation from the plans and specifications will be allowed, unless the same has been previously authorized in writing by the Commissioner.

5. Measurement of Work and Materials. All quantities of Work and materials to be paid for will be measured and determined according to their conformance to the plans (or Working drawings to be issued from time to time) and specifications. No allowance will be made on any part of the Work for any excess above the quantities required by such plans and specifications. Should the dimensions of any part of the Work, or of the materials, be less than those required by the plans, the actual quantities only will be allowed in measurement for payment.

6. Workmanship, Contract and Standard Drawings. All Workmanship and all materials and construction shall be as hereinafter more particularly described and in accordance with the Contract Plans, Specifications and the Standard Drawings and as directed by the Engineer.

Wherever any feature of the Work is not fully set forth in these general provisions or specifications, it will as directed by the Engineer.

7. All Work and Materials Necessary to be Furnished. It is especially understood and agreed by the Contractor that anything, whether materials or labor, which may not be shown, indicated or described on either the plans or in the specifications or drawings, but which is necessary for the proper operation and perfect completion of the entire Work under this Contract shall be furnished by the Contractor as part of the Contract without any extra cost to the City as though it were herein particularly set forth or shown on the plans, specifications or drawings.

8. Definitions of Terms. Whenever the following terms, words or expressions are used in the General provisions and Special Provisions, the meaning and intent shall be as follows:

The words **"the Commissioner"** is used herein is defined in PART F, article 2.1.7.

The words **"the Department"** where used herein are understood to mean the Department of Transportation of the City of New York.

Whenever it is provided that anything is **"to be"** or **"to be done," "if"** or **"as"** or **"when"** or **"where approved," "required," "directed," "prescribed," "permitted," "ordered," " designated," "deemed necessary," or "satisfactory,"** or words of like import, it shall be taken to mean and intend, approved, required, directed, prescribed, permitted, ordered, deemed necessary or satisfactory, as the case may be, by the Engineer.

Whenever **"specified"** is used herein it shall mean "specified in the Contract."

Whenever the words **"desirable," "suitable," "sufficient," "satisfactory,"** or others of a similar purport are used, it is hereby agreed that the desirability, suitability, sufficiency, satisfactoriness, or other denominated condition shall be as determined by the Engineer.

Whenever the term **"railroad right of way"** is used, it refers to and means that portion of the street included between the tracks, the rails of the tracks and 610mm (2ft) in width outside, and any other portion of the street which the railway company is required to maintain.

Whenever reference is made herein to any other specifications, plans or sections of these specifications, it shall mean the latest revision thereof in effect at the time of invitation to bid, unless otherwise specifically provided.

When a tentative revision of a specification is in effect, which is later than the latest standard specification, the tentative revision shall govern.

9. Plans and Specifications Furnished to the Contractor. After the award of the Contract, the Contractor will be furnished with four (4) sets of prints of the plans and with four (4) sets of the specifications. Additional copies of the plans and specifications, if available, will be furnished to the Contractor, upon request.

10. Supplementary Contract Drawings and Specifications. When, in the opinion of the Commissioner, it becomes necessary to more fully explain the Work to be done or to illustrate the Work further or to show any changes which may be required, supplementary drawings and specifications will be prepared by the Commissioner or will be forwarded by the Commissioner if they are prepared by a collaborating agency. Four (4) prints of each of these supplementary drawings and four (4) sets of these supplementary specifications will be furnished to the Contractor. These supplementary drawings and specifications shall be binding upon the Contractor with the same force as the Contract Plans, Drawings and Specifications.

No Work affected by the supplementary drawings and specifications shall be done if the revisions occasioned thereby require an adjustment in the prices bid, until a written agreement has been reached, and the Contractor has received written authorization from the Commissioner to proceed with the Work.

11. Contractor to Verify Dimensions. The Contractor shall verify all dimensions and details, on the drawings and other data received from the Commissioner and shall notify the Commissioner of all errors, omissions, conflicts and discrepancies found therein. Notice of such errors shall be given before the Contractor submits shop drawings or proceeds with the Work. Figures shall be used in reference to small scale drawings. The Contractor will be held responsible for any errors not discovered before the Work has commenced.

12. Copies to Subcontrators. The Contractor shall furnish each of its subcontractors and suppliers copies of such portions of the plans, supplementary drawings, and specifications as may be required for the portion of the Work that the respective subcontractor or materialmen shall be responsible for.

Wherever items of the Work performed by different subcontractors or provided by different suppliers interface with one another, the Contractor shall be solely responsible for ensuring said Work items are fully coordinated and meet the contract requirements.

13. Shop and Working Drawings.

(A) General

The Contractor shall promptly prepare and submit accurate and complete shop and Working drawings for all parts of the Work, (including, but not limited to, electrical drawings, drawings showing the location and detail of steel reinforcement, as may be required for the proper performance of the Work, and such other detail drawings, diagrams, photographs or bulletins as may be demanded by the Commissioner. The Contractor shall submit this shop and Working drawings as directed herein and have them approved by the appropriate agency as specified, before any Work covered by these drawings shall be undertaken.

(B) Scope

Shop and Working drawings shall accurately and distinctly represent the following:

1. All Working and erection dimensions.
2. Arrangements and sectional views.
3. Necessary details, including complete information for making necessary connections with other Work.
4. Kinds of materials and finishes.
5. All other information requested by the Commissioner or required hereunder.

(C) Structural Steel Shop Drawings

Structural steel shop drawings shall show all dimensions and details. They shall include erection, camber and match marking diagrams, lists of field rivets, bolts, nuts and other parts for structural steel, castings and metal parts. Shop drawings for castings shall be so complete that the parts may be duplicated without reference to patterns, other drawings, or individual shop practice. Shipping statements for castings shall contain the actual weight of each member or piece.

(D) Steel Reinforcement Shop Drawings

The Contractor is not required to prepare Steel Reinforcement Shop Drawings unless specifically called for on the plans.

Steel Reinforcement Shop Drawings shall be made to a sufficiently large scale to clearly show the arrangement, splicing and spacing of the reinforcement rods. The drawings shall show the location of construction joints and shall give all pertinent dimensions of the concrete construction, so that the details and lengths of rods may be readily checked. They shall show the rods in their true position, tying in the reinforcement steel with the concrete and structural steel construction.

(E) Electrical Shop and Working Drawings

Electrical shop and Working drawings shall show complete wiring and installation details, and shall include the following:

1. Equipment details and ratings.
2. Conduit, cable and wiring runs and layouts.
3. Conduit, cable, cabinet and box support details.
4. Cabinet and box connection diagrams.
5. Complete wiring diagrams.
6. Any other items and details which the Engineer may require.

(F) Sizes of Shop and Working Drawings

All shop and working drawings shall be prepared in ANSI Type B – 11” x 17” sheet size.

(G) Submission of Shop and Working Drawings

The Contractor shall prepare all shop and working drawings in digital format in two versions: AutoCAD (DWG) and Adobe Acrobat (PDF), and shall submit these electronically via e-mail, online file transfer (FTP or other cloud service), or by uploading into the NYCDOT SharePoint or other internal network location as directed by the Engineer.

A satisfactory drawing will be stamped electronically "Approved", be dated, and a digital copy thereof will be returned to the Contractor. Should the drawing not be approved, one copy the drawing with the required corrections and changes indicated thereon will be returned to the Contractor. The Contractor shall independently check and make such corrections and changes are appropriate and resubmit each revised drawing for approval. Each submission of drawings shall be accompanied by a letter of transmittal in electronic format. If the drawings show variations from the Contract requirements because of standard shop practice or other reasons, the Contractor shall make specific mention of such variations in the letter of transmittal and shall clearly indicate such variations on the drawings. Any drawing stamped “Received” but not stamped “Approved” shall not be deemed approved by the Department.

(H) Unchecked Submissions to be Returned Unexamined

Any submission that does not contain the signature of the checker as an indication that the drawing has been completely checked, will be deemed to be substantially incomplete, and will be returned marked "UNEXAMINED" by the Engineer.

(I) Approved Shop and Working Drawings

Upon approval of any drawings by the Engineer, the Contractor shall insert the date of final approval on the drawing files and shall promptly furnish the approved drawings in two file formats: AutoCAD (DWG) and Adobe Acrobat (PDF).

(J) Contractor's Responsibility

The approval of shop and Working drawings will be as to general design only and such approval shall not relieve the Contractor's responsibility for the accuracy of such drawings, the proper fitting of the Work, and any incorrect Work resulting there from shall be corrected at the sole cost of the Contractor.

(K) Approved Shop and Working Drawings

Upon completion of the Work, the Contractor shall check all approved drawings and make them conform to the Work as executed, and shall furnish, for the records of the Department, a complete set of legible, corrected and approved final shop drawings in two file formats: AutoCAD (DWG) and Adobe Acrobat (PDF).

14. Miscellaneous: Whenever water is encountered or collects in any excavations or trenches, the Contractor shall remove the same in a manner acceptable to the Engineer.

15. Bulletins. Where the Contractor has submitted technical bulletins or other matter as a shop drawing that contains diagrams or drawings thereon of material or equipment installed in the Work, the Contractor shall furnish prepare in digital form and submit such bulletin or other matter electronically to ensure that the Department has all the necessary information for the proper operation, maintenance and repair of the material and equipment depicted on such bulletins or other printed matter, and for ordering of future replacement parts.

16. Reference Drawings. Original shop, Working and other reference drawings pertaining to existing construction, if they exist, are on file in the office of the Division of Bridges, 55 Water Street, New York, N.Y. 10041, and are available for the Contractor's inspection.

The Contractor may obtain reproductions of these drawings provided that the Contractor pays all expenses incurred to produce such reproductions. At no time, however, will the original drawings be permitted to leave the possession or control of the Division of Bridges. The City will make all reasonable arrangements to produce the reproductions for the Contractor in accordance with any request.

It is distinctly understood that these drawings, if they exist, are made available to the Contractor only for informational purposes, without any warranty, expressed or implied, as to their present accuracy or sufficiency. The information contained therein, may not be complete nor disclose the true conditions that may be encountered during the course of the Work under this Contract. The Contractor must take its own measurements at the site of the Work and perform any required field checks of all information obtained from these drawings instead of relying on their content.

17. Records of Borings. If borings were taken for this project, the records of the borings, and the cores and samples therefrom along with any similar records of other borings in the vicinity of the project in the possession of the Department may be examined by the Contractor

in the offices of the Department. It should be distinctly understood, however, that the information therein contained may not disclose the true conditions that may be encountered during the course of the Work under the Contract. Said information is not part of the Contract and the Contractor is not to rely upon it in forming conclusions as to the nature of the conditions to be encountered. The Contractor hereby specifically agrees to not hold the City liable nor make any claim against the City for damage or extra Work related to the fact that any condition encountered during the progress of its Work differs from that assumed by the Contractor because of any such borings, cores or samples.

18. Records of Subsurface Structures, Etc. The Contractor expressly understands and agrees that the duty of anticipating the sub-soil materials, subsurface conditions and existing subsurface structures is upon the Contractor. The Contractor also expressly understands and agrees to make, at its sole cost and expense, such investigation and research for this purpose as the Contractor deems necessary.

The Contractor admits that it has carefully examined the locations of the Work, has made special inquiry at the office of the companies, individuals, non-City governmental entities, or other City Departments having cognizance and control of pipes, tunnels, conduits, sewers, foundations, bulkhead walls and other subsurface structures, and the Contractor has determined to its satisfaction the character, size, location and lengths of such aforementioned structures, and has made further personal inspection and investigation as deemed proper to determine the correctness of the information so obtained. The Contractor affirms that it clearly understands that the City does not ensure the accuracy of such reports or information, and the Contractor agrees that it will not make any claim against the City for damage or extra Work caused or occasioned by relying upon such records, reports or information furnished by any companies, individuals, non-City governmental entities, or City Departments.

19. Duties of the Contractor. The Contractor shall ensure that the requirements of the Contract, including but not limited to the plans and specifications, are fully and faithfully complied with by all subcontractors, suppliers and workers at all times, that all of this Work is prosecuted with the utmost diligence, and that all materials are provided promptly in sufficient quantities in order not to delay the Work. The Contractor shall inspect immediately after any materials delivered at work site, promptly returning defective materials without waiting for their rejection by the Engineer. The Contractor shall also become thoroughly familiar with the plans and specifications and shall promptly report to the Engineer all errors, discrepancies or omissions, discovered therein. The Contractor shall abide by the decisions and explanations of the Engineer made in regard to such matters.

20. Contractor Assumes Risk of Loss or Damage. The Contractor agrees to assume the risk and to make no claim on account of any and all loss or damage arising out of the nature of the Work to be done under this Contract, or for any unforeseen obstructions or difficulties which may be encountered in the prosecution of the same, or from the action of the elements, or from encumbrances on or near the line of the Work.

21. Contractor's Representative and Temporary Structures.

(A) Contractor's Representative

The Contractor or its authorized representative shall be present at the Work site at all times while Work is being progressed, to receive and promptly execute all orders or directions of the Engineer. The foregoing provision shall be complied with irrespective of whether Work is being progressed by the Contractor or its subcontractors' forces.

B) Contractor's Field Office

The Contractor shall, during the period of construction, erect or provide for its own use a temporary field office in which readily accessible copies of all Contract Documents and approved shop and working drawings shall be kept. The field office shall be located at the site, where directed by the Engineer, and shall be provided with the equipment necessary for a functional field office, as approved by the Engineer.

(C) Material Sheds

Material sheds used by the Contractor for the storage of tools, materials and equipment, shall be kept at all locations, so as not to interfere at any time with the progress of the Work.

(D) Construction of Temporary Structures

All the Contractor's temporary structures shall be fully constructed and have a neat appearance, and shall be painted a uniform gray, unless another color is ordered by the Engineer.

(E) Contractor's Sign

The Contractor shall post and keep posted, at the site, on the outside of the field office, exterior fence or wall, a legible sign giving the full name and address of the Contractor, and the telephone numbers of responsible representatives of the Contractor who can be reached in the event of an emergency at any time when there is no representative or watchman at the site.

(F) Contracts of Limited Scope

When, in the opinion of the Engineer, the scope of the Work to be done under the Contract does not require a field office, material sheds or watchmen, the Engineer may, in writing, exempt the Contractor from providing any or all such services or personnel.

(G) Telephone Tie Line

Contractors whose offices are located outside the City shall make available to the Department a 212, 718, 646, 347, 917 or 929 tie line to their telephone service. Failure to provide such tie line shall be considered a material breach of the Contract.

22. Contractor's Plant. The Contractor shall ensure that it obtains, provides and maintains sufficient construction plant in close proximity to the project Work at all times during the progress of the Work in order to meet the demands of the Work, with ample margin for emergencies or overload. The plant shall be of such capacity conducive to ensure the completion of the Work within the time stipulated in the Contract.

The Contractor shall not occupy any area within the project limits other than that designated staging area on the plan. If the Contractor desires to use additional area outside of that controlled by the Department, the Contractor shall arrange for the use of such area at its own expense. The location of the Contractor's stationary and mobile equipment shall be subject to the Engineer's approval.

The Engineer shall have the right to reject or condemn any construction plant, staging area, which, in his/her opinion, is unsafe, improper or inadequate. Whether or not the Engineer

exercises this right, the Contractor shall not be relieved from its sole responsibility for the safe, proper and lawful construction, maintenance and use of such construction plant, staging area, or for the adequacy of such plant.

The Contractor shall, at its sole cost and expense, stack and restack as needed, all project materials at locations that are easily accessible and convenient to the project site, and that do not impede the progress of the Work, or as directed by the Engineer. The Contractor shall also take appropriate measures required to secure and protect all such materials from loss. Should the Contractor wish to stack any project materials on publicly mapped streets, it shall comply with all applicable local, state and federal laws, rules and regulations.

23. Rules, Laws, and Requirements.

(A) Permits

The Contractor at its sole cost and expense, shall obtain all necessary permits, issue all required notices, pay all fees including, but not limited to, annual fees imposed upon the Contractor and/or the Department which must be paid as a condition precedent to obtaining a permit, and comply with all Federal, State and Municipal laws, rules, ordinances, and regulations, required for this contract, all of which shall be performed or furnished by the Contractor at its sole cost. The Contractor shall be solely responsible for any additional fees or penalties as required by the Agencies due to re-issuance or expiration of permits.

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Copies of all required permits shall be filed with the Commissioner.

(B) Disposal of Construction Waste

The Contractor shall dispose of all waste materials in a legal and proper manner. Should the facilities of the New York City Department of Sanitation be used, waste material shall be disposed of in accordance with the rules and regulations of the New York City Department of Sanitation. The Contractor shall submit an affidavit to the Commissioner indicating compliance with said rules and regulations, list the site used, and provide proof of purchase of dump tickets. Should the Contractor use a site other than the New York City Department of Sanitation, the Contractor shall submit an affidavit to the Commissioner indicating compliance with all laws, rules and regulations for removal of waste material, list the site used, and provide a paid receipt. Failure to comply with this provision shall be deemed a material breach of this Contract.

(C) Conformance with Federal, State and City Agencies

The Contractor shall, in performance of this Contract, conform to the laws, rules, ordinances and regulations of the various Federal, State and City agencies which have any jurisdiction or authority affecting either the execution of the Work, its sanitary or other conditions, the use or occupancy of property, including roadways and streets, or which govern protection of the public.

(D) Notices

The Contractor shall give notice, in writing, to all Federal, State and City agencies, having jurisdiction, whose facilities or functions will be affected by the Work, at least forty-eight (48) hours prior to commencing construction or prior to commencing any Work.

The Contractor shall notify the Engineer at least forty-eight (48) hours in advance of the start of any paving Work on publicly mapped streets or bridges.

(E) Closing of Streets - Formal Request for Approval

No street shall be closed for Contract construction until "REQUEST FOR FULL ROADWAY CLOSURE" has been submitted to and approved by the Commissioner. This form must be filed notwithstanding whether a provision in the Contract may provide for the closing of streets. The form may be obtained from Office of Construction Mitigation and Control (OCMC) at 55 Water Street, 7th Floor, New York NY 10041.

(F) Requirements for Sidewalk Construction Contracts

The Contractor shall not proceed with any sidewalk construction unless specifically ordered to do so by the Commissioner. Sidewalks shall be constructed only in those specific areas as designated in the Commissioner's order.

(G) Rules Governing Navigation

The Contractor shall observe all laws, rules and regulations prescribed by the Supervisor of the Harbor, the United States Coast Guard, and the United States Corps of Engineers.

Proper and sufficient temporary warning signs and lights for the prevention of accidents to boats shall be furnished and maintained by the Contractor, as required by Federal regulations.

During the entire period of construction, no interruption of waterway traffic will be permitted for any length of time, unless specifically approved by the appropriate Federal agency(ies). Any protective measures specified herein shall be such that the channel depth and headroom between the water level and underside of the bridge or traveling platform shall be maintained. Should it be suspected that the channel depth may have been impaired or that an obstruction may exist from the Work, the Contractor shall, upon request by the Coast Guard or Army Corps of Engineers, or the Engineer, provide the necessary equipment and personnel to undertake a survey to determine the presence of any obstruction, objects, or silting that may have occurred during construction. The Contractor shall perform any such surveys at its sole cost and expense.

For any bridge that crosses over water, the Contractor shall provide a safety net directly below the underside of the bridge to cover the entire Work area. The net shall be strong enough to catch any materials, debris or persons from falling into the water. The safety net shall be subject to the approval of the Engineer. The Contractor shall also provide a fire-retardant asbestos free tarpaulin above the safety net and an asbestos free tarpaulin directly beneath the area where flame cutting, welding or any burning operations are being done. The material for and method of providing the fire-retarding asbestos free tarpaulin shall be subject to the approval of the Engineer.

(H) Contractor to Examine Site

The Contractor shall visit the site of the Work and familiarize itself with the present conditions, and judge for itself the extent and nature of the Work to be done under this Contract. No extra compensation will be given to the Contractor as a result of its failure to include in its bid all costs of labor and materials necessary to complete the Contract Work.

(I) Protect Existing Construction

The Contractor shall protect from damage all parts of the Work. Any damage to any part of existing construction shall be repaired by the Contractor at its sole cost and expense to the full satisfaction of the Engineer.

(J) Scaffolding and Ladders

The Contractor shall furnish and securely set scaffolding, platforms and ladders required for the erection and inspection of the Work. All such facilities shall be erected in compliance with applicable laws, rules and regulations and be of good, sound materials, adequately dimensioned, substantially braced and tied, and shall be approved by the Engineer.

(K) No Advertising Signs

The Contractor shall not display any advertising signs on or about the site of the Work, other than its own logos/name on materials/equipment, name and address, without the prior written permission of the Commissioner.

(L) Sanitary Services

The Contractor shall provide toilet and other sanitary facilities for the use of its employees on the project, in accordance with the requirements of the New York State Labor Law and in accordance with all other applicable local, state and federal laws, rules and regulations. The Contractor shall furnish all labor, energy, water, heating and all other services necessary to maintain these facilities in a clean and sanitary condition. Toilets and other sanitary facilities shall be connected to sewers. After completion of the Work, or when directed, any temporary toilet or other sanitary facilities shall be completely removed by the Contractor, at its sole cost and expense.

(M) Sanitary Nuisances

The Contractor shall not permit any sanitary nuisances to be committed by its employees on or about the Work and shall enforce all sanitary regulations of the City and State Health Authorities.

(N) Medical Service

The Contractor shall provide any equipment and facilities necessary or required in the event of accident for the administration of First Aid Service to anyone injured in the progress of the Work. Additionally, the Contractor shall have standing arrangements for the removal to and treatment of any employee who is injured or becomes ill at a hospital in close proximity to the project site.

24. Schedule of Operations. Before beginning field operations, the Contractor shall submit, within fifteen (15) days after Notice to Proceed for approval by the Engineer, a Schedule of Operations, which shall give and explain in detail the method of doing each phase of the Work, the kind and quantity of equipment and labor proposed to be used therefor, and a step-by-step description of the operations. The Schedule of Operations shall be integrated with the requirements for the maintenance and protection of traffic.

If required, the Contractor shall submit a detailed drawing showing and explaining its proposed methods of doing the Work.

Approval of the detailed Schedule of Operations shall not relieve the Contractor from its responsibility for the safety of its means and methods and for carrying out the Work in conformity with the Contract Documents.

The above Schedule of Operations is in addition to, and not in lieu of, the Progress Schedule required by Article 9 of PART F of this Contract (General Conditions).

25. Job Meetings. The Contractor shall attend in person or by a representative duly recognized and approved by the Engineer, and shall ensure the attendance of all subcontractors required by the Engineer to be present, at any and all conferences called by the Engineer, upon twenty-four (24) hours notice thereof, either at the Site of the Work or at the Office of the Division of Bridges, 55 Water Street, New York, N.Y. 10041, as directed in said notice.

26. Controls, Surveys and Layout.

The Contractor shall furnish all stakes, range poles, range sights, scaffolding, platforms and staging required and shall maintain the said controls.

The Contractor shall be aware of datum planes used in the Work.

The Contractor shall provide the required survey parties and all necessary surveying equipment. The Contractor shall make all necessary computations and determine the alignment, elevation and position for all construction Work. The Contractor shall be responsible for the accuracy of all lines and grades it establishes. The Engineer may check any or all of the survey Work done by the Contractor, but such check shall not relieve the Contractor of its sole responsibility for the completeness and accuracy of the controls, survey and layout of the Work.

The Contractor shall submit to the Engineer a certification from a Professional Engineer or Land Surveyor, licensed in the State of New York, that the lines and grades used in the completed Work comply with the Contract requirements or such revisions thereof which the Engineer shall direct or order.

Preservation of Monuments, Points, Stakes, Etc.

The Contractor shall safeguard all points, stakes, grade marks, monuments and benchmarks, made or established on or near the line of the Work, and agrees to accept the responsibility for and to remedy at its sole cost any mistakes that may be caused by the disturbance or removal of such points, stakes, grade marks, monuments and benchmarks. Any expense incurred in replacing any points, stakes or benchmarks, which the Contractor, or any person/entity Working under it, may have failed to preserve, shall be charged to the Contractor and deducted from the amount to be paid to the Contract under this Contract.

The Contractor shall not disturb or excavate within 1.524 mm (5 ft) of any City, State and/or Federally owned monuments which may be within the limits of the Work. If any monument is encountered that is within the project Work site, and which must be disturbed pursuant to the project Work, the Contractor shall cease Work at such places until the said monument has been referenced and reset or otherwise disposed of. The Contractor must seek permission

from the Department to perform any such Work with regard to the monument, and after permission is granted, the Contractor shall take up and preserve such monument, and, if required, remove same to the nearest Department yard.

Licensed Surveyor

The Contractor's survey parties shall take all preliminary measurements, prepare all sketches and obtain other field data, as required, or when so ordered by the Engineer. Copies of survey notes and sketches shall be delivered to the Engineer, and such copies shall be signed by, and bear the seal of a Professional Engineer or Land Surveyor licensed in the State of New York. All survey Work shall be performed by and under the supervision of a Professional Engineer or Land Surveyor, licensed in the State of New York.

The Contractor must furnish the necessary forms, templates, lines, spirit levels, stakes and other tools, implements and materials required to perform surveys and shall employ competent and skillful persons to correctly set out from the appropriate grade marks or stakes all details of the Work, in accordance with Contract plans, specifications, and drawings, and with directions of the Engineer.

27. Protection of the Work, Persons and Property. The Contractor shall protect the Work, persons, and property in accordance with the Provisions of Article 7 of PART F of this Contract (General Conditions), and furthermore as follows:

(A) Maintenance of Existing Drains, Etc.

Where the Work herein contemplated intercepts or affects in any way any stream, ditch, drain or culvert, the Contractor shall, where required, arrange for keeping the same permanently open by building drains, culverts, or other structures or by rebuilding, repairing, or extending those existing with materials of the quality specified herein, of the size required, and as directed for each case.

(B) Drains to be Kept Clean

During the progress of the Work, and until the completion and acceptance thereof, the drains and connections built or affected under this Contract shall be kept thoroughly serviceable throughout and shall be left serviceable upon completion of the Work.

(C) Protection of Water Pipes, Etc.

The Contractor shall maintain, without injury, all City main and service water pipes, sewer connections, and City fire alarm systems which may be affected in any manner by the Work under this Contract, including any such protective measures as may be required in cold weather to prevent them from freezing. In the event that the Contractor fails to maintain all City main and service water pipes, sewer connections and City fire alarm systems as herein required, the Commissioner shall be and is hereby authorized to repair the same immediately, and the cost thereof shall be charged to the Contractor, and the City hereby is authorized to retain and deduct said cost out of the moneys which may be due or become due to the Contractor.

(D) Materials on Public Property

No excavated or other materials necessary to be disposed of, excepting as herein otherwise specified, shall be dumped or placed within the limits of any existing or projected public street or road, nor shall any materials be excavated and removed from such locations, without the prior written permission of the Commissioner.

(E) Materials on Private Property

The Contractor hereby agrees that no excavated material or materials of construction will be placed by it or for it upon private or non-city owned public property unless an affidavit granting such permission has been obtained from the owners or lessees of said private or non-city owned public property and filed with the Commissioner. In the event that materials are placed on private or non-city owned public property without permission, and such materials are not removed by the Contractor within forty-eight (48) hours after the receipt by it of a written notice from the Commissioner to do so, it agrees that the Commissioner may dispose of such materials, and may deduct the expense thereof from the money due or to become due under this Contract.

(F) Repair of Damaged Property

In case any damage or injury shall or may result to pipes, lampposts and other Works of any utility, railroad or other company, or to any private or public property or to any sidewalk along the line of the Work, in consequence of any act or omission on the part of the Contractor or its employees, agents or subcontractors in carrying out any of the provisions or requirements of this Contract, the Contractor shall make such repairs as are necessary in consequence thereof, at its own expense and to the satisfaction of the Commissioner, or in case of damages to property of utility companies, pay such amount as shall or may be sufficient to cover the cost of repairing such damages.

All water service pipes damaged in performance of the Work under this Contract shall be repaired by a licensed plumber at the expense of the Contractor and consistent with applicable rules and regulations of the NYC - DEP, Bureau of Water and Sewer Operations.

In case of failure on the part of the Contractor to promptly make such repairs, the Department may retain from the moneys due or to become due under this Contract, a sum estimated by the Department as sufficient to pay the cost of making such repairs, or the Department may have such repairs made and deduct the cost for such repairs from moneys due or to become due under this Contract.

(G) Walks Replaced

In the event that the Contractor damages any sidewalks or walks not in the project's scope of Work, the Contractor shall repair and/or replace such sidewalks to restore the damaged sidewalks to the condition existing prior to the damage caused by the Contractor. Any costs related to this Work shall be borne solely by the Contractor and shall not be included in any requests for payments pursuant to this Contract.

(H) Underground Facilities Intent

Before doing any Work over, under, or near duct lines, vaults, subways, or other subsurface structures, the Contractor shall, at its own expense, make such arrangements for properly removing or protecting them during the progress of the Work as shall be satisfactory to the owners of the structures. Any damage to such structures shall be immediately reported to the owner and to the Project Manager and shall be repaired by the Contractor at its own expense to the satisfaction of the owners of the structures

Contractors must comply with New York State Code 16 NYCRR Part 753 "Protection of Underground Facilities". Care and caution shall be exercised by the Contractor while performing the Work, to insure that continuing service to all underground facilities will be maintained. The cost of any and all Work necessary to ensure continuing service to private underground facilities is to be negotiated between the Contractor and the respective private utility company and such costs will not be paid by the City. In addition, care shall be taken so as not to damage anything that will remain a part of the finished product.

In particular, until hand-dug test holes have been made to verify the locations of underground facilities, powered or mechanical equipment may be used for the removal of pavement, but only to the depth of such pavement. Maximum bit diameter shall be 114 mm (4-1/2"), maximum length 610 mm (2'-0"), maximum penetration 305 mm (12").

Use of powered or mechanical equipment will be permitted, as follows:

1. Resurfacing Projects - Use not permitted. All pavement breaking shall be accomplished by using hand-held pneumatic or hydraulic tools.

2. Sewer and/or Water Main Installations - Hoe-Rams will be permitted as long as the above intent is followed. Longitudinal cuts shall be made with concrete saw or vermeer-type cutting wheel. Hoe-Ram will be permitted to crack the pavement between longitudinal cuts just prior (same day) to the excavation (where surrounding pavement is to remain).

3. Street and Highway Reconstruction - Hoe-Rams will be permitted as long as the above intent is followed. Use must be the same day as excavation (no holes are to be left overnight). Use is permitted for water main and sewer Work in conjunction with roadway reconstruction as long as it is on same day as excavation (no holes are to be left overnight).

4. Bridge and Structural. Reconstruction - Hoe-Rams will be permitted as long as the above Intent is followed, except where there is a partial demolition of deck (e.g. the existing structural steel frame is to be reused).

28. Street Surface Railroads. If, within the limits of the Contract, a street surface railroad company shall fail to make the repairs or lay pavements within the railroad franchise area as ordered by the Commissioner, then, upon written notice from the Commissioner, the Contractor shall perform the Work within the railroad franchise area, or such portion thereof as may be directed by the Commissioner, in accordance with the terms of this Contract, and at the prices fixed herein. If the railroad company performs the aforesaid Work or any portion thereof, then the Contractor shall not perform the specified Work and shall not demand or receive any compensation therefor or any sum of money as damages of any kind, nature or description or for prospective profits lost because of the failure of the City to allow the Contractor to perform said Work within the railroad franchise area, other than that provided for in this Contract for Work actually performed.

29. Contractor Not to Discommode Private Entities. During the progress of the Work, the Contractor may encounter railroad tracks, pipes, subways, ducts, or other surface or subsurface structures in the line of the Work. The Contractor shall safeguard, protect, relocate and otherwise preserve those facilities from damage at the Contractor's sole cost and expense and subject to the requirements of the owner of those facilities.

In the event that it is necessary to remove, repair, protect, support, or temporarily remove and replace these structures or any portions of such structures that may be in the line of the Work, the Contractor shall give notice, in writing, to the entity or entities owning such structures, so that said entity or entities may remove, repair, protect, support, or temporarily remove and replace their structures, the cost of which shall be negotiated between the Contractor and the entity or entities. The Contractor shall not cause any hindrance to or interference with said entity or entities in performing such Work on any such structures. If said entity or entities, within five (5) days after receipt of such notice, shall fail to commence performance of such Work, the Contractor shall, upon the approval of the Commissioner, perform the same, it being expressly understood that the cost thereof shall not be a charge against the City, but shall be a matter to be resolved directly between the Contractor and the entity or entities concerned.

Pursuant to the above, the Contractor agrees to confer with and to negotiate with such entity or entities owning the said structures, to enter into an agreement establishing the terms and price for the removal, repair, protection, support, or temporary removal and replacement of the said structures that will be undertaken and accomplished. In the event of the failure to make such agreement with said entity or entities, the Contractor will not file a complaint , commence an action against the City or make any demand for additional compensation from the City for the removal, repair, protection, support, or temporary removal and replacement of the said structures, or for Contract delays resulting from the existence of such structures, and it is understood that the cost thereof shall not be a charge against the City, but shall be a matter to be resolved directly between the Contractor and the entity or entities concerned.

The provisions of this section shall be understood to include all Work performed to remove, repair, protect, support or temporarily remove and replace privately or non-City governmentally owned utility property, including all Work which may be authorized by the Engineer to avoid interference with such utility property. The provisions of this section shall govern in all cases where private or non-City government utility property interferes with or may be disturbed by the City Work, notwithstanding any other provisions of the Contract.

In addition to the foregoing, the Contractor shall give notice in writing, at least seventy-two (72) hours before breaking ground, for the purpose of constructing the Work hereunder, to public bus companies or MTA operated bus companies operating in the streets affected by the Work and to any and all private utility companies whose structures may be affected by such Work.

30. Approval of Materials, Fixtures, Equipment and Appliances.

(A) Local Laws

All materials, fixtures, equipment or appliances and types or methods of construction shall be in accordance with the Contract Documents and shall, in no event, be less than that necessary to conform to the requirements of the Administrative Code and the Charter of the City of New York, as applicable.

(B) Approval of Manufacturers

The names of proposed manufacturers, materialmen and dealers who are to furnish materials, fixtures, equipment, or appliances shall be submitted to the Commissioner for approval, as early as possible after issuance of the Notice to Proceed to afford proper investigation.

(C) Repute of Manufacturer

No manufacturer will be approved for any materials, fixtures, equipment or appliances to be furnished under the Contract unless it can demonstrate that it has ample manufacturing capacity and shall have successfully produced similar products.

(D) Documentary Evidence of Tests

For any materials which the City or its designated representatives decide not to inspect, satisfactory Documentary evidence that the materials have passed the required inspection and testing must be furnished to the Commissioner prior to their incorporation in the Work.

(E) Materials and Workmanship

All materials, fixtures, supplies and equipment furnished under the Contract shall be new and unused, except as approved by the Department or as specified by the Engineer, and shall be of standard first-grade quality and of the best Workmanship and design. The City of New York encourages use of products made of recycled materials where practicable. All material supplied must be approved or accepted, and all Work of assembling and construction must be done in accordance with Contract Plans, Specifications and the Standard Drawings and as directed by the Engineer.

(F) Information to Suppliers

In asking for prices on materials under any item of the Contract, the Contractor shall supply the manufacturer or the dealer with such complete information from the specifications and the plans as may be necessary in order to produce such materials as required under the Contract, and in every case, the Contractor shall inform the manufacturer or dealer of all the Contract requirements relevant to such materials.

(G) Standards

Whenever reference is made to the furnishing of materials or testing thereof to conform to the standards of any technical society, organization or body, it shall be construed to mean the latest standard, code or specification adopted and published at the date of advertisement for bids, even in cases where reference has been made to an earlier standard.

When no reference is made to a code, standard, or specification, the Standard Specifications of the American Society for Testing and Materials (A.S.T.M.) shall govern.

(H) Commissioner to Select Inspectors

Except as specifically provided in the Contract Documents, the Commissioner will select and designate all persons, firms, or corporations to undertake or witness every inspection, test or analysis, with or without reports.

(I) Access to Manufacturing Plants

Inspection the Commissioner's representative(s) at the worksite, mill or shop is a quality assurance function that may be exercised at the option of the Department. It is intended as a means of facilitating the work and avoiding errors. It shall be expressly understood that it will not relieve the Contractor of its responsibility to perform Quality Control inspection and tests to ensure that its products meet the requirements of the Contract Documents and shall not relieve the Contractor of its responsibility concerning unacceptable materials and workmanship and the responsibility to acceptably repair or replace the same. Inspection by the Commissioner's representative(s) is not a substitute for Quality Control by the Contractor.

Work done at any location or facility or portion of a facility to which the Commissioner's representative(s) have been denied access will be automatically rejected.

(J) Samples of Materials

The Contractor shall submit to the Department for approval, as and when required, samples of materials proposed to be used, as follows:

1. Samples shall be in triplicate, of sufficient size or number to show the quality, type, range of color, finish and texture or material.

2. Each of the samples shall be labeled, bearing the name and quality of material, Contractor's name, date, and Contract number.

3. A letter of transmittal, in triplicate, from the Contractor requesting approval, must accompany all such samples.

4. Transportation charges to the requisite Department's office must be prepaid on all samples forwarded.

5. Samples for testing purposes shall be in accordance with the requirements of the Contract Documents.

6. All materials to be furnished by the Contractor under this Contract shall be equal in every respect to any approved samples.

(K) Timely Submission

Samples shall be submitted in due time so as to permit proper consideration without delaying any operation under the project. Materials shall not be ordered until approval is received in writing from the Commissioner. All materials shall be furnished equal in every respect to the approved samples.

(L) Approval of Samples

The approval of any samples will be given as promptly as possible, and shall be only for the characteristic color, texture, strength, or other feature of the material named in such approval, and no other.

When this approval is issued by the Commissioner, it is done with the distinct understanding that the materials to be furnished will fully and completely comply with the Contract Documents, the determination of which may be made at some later date by a laboratory test or other procedure. Use of materials will be permitted only so long as the quality remains equal to or better than the approved samples and complies in every respect with the Contract Documents. The Commissioner will be the final judge as to acceptability of laboratory test data and performance of materials submitted.

(M) Valuable Samples

Valuable samples such as hardware, electrical fixtures, etc., not destroyed by inspection or test, will be returned to the Contractor and may be incorporated into the Work after all questions of acceptability have been settled, provided that suitable permanent records are made as to location of the samples and their properties.

(N) Equivalent Quality of Materials - "Approved Equal"

All materials and equipment which are designated in the Contract Documents by a number in a catalog of any manufacturer or by a manufacturer's grade or trade name are designated for the purpose of describing the article and fixing the standard of the quality and finish. Materials and equipment which are, in the opinion of the Commissioner, the equivalent to that specified, will be accepted.

The submission of any material, or article, as the "approved equal" of the materials or articles set forth in the Contract Documents as a standard shall be accompanied by illustrations, drawings, descriptions, catalogs, records of tests, samples and any and all other information essential for judging the equality to the materials, finish and durability of that specified in the Contract Documents, as well as information indicating satisfactory use under similar operating conditions. The Engineer shall determine, based on the information provided by the Contractor, whether materials and equipment are equivalent to those specified.

Where the Contract Documents provide that the manufacturer's directions are to be followed, such printed directions shall be submitted to the Commissioner.

Samples taken from various deliveries during the progress of the Work and during the maintenance period, when tested and analyzed, shall exhibit qualities equal or superior to those of the sample submitted with or described in the bid, and no change of materials shall be made without written permission of the Commissioner.

(O) Notice Prior to Manufacture

The Contractor shall give notice, in writing, to the Commissioner, sufficiently in advance of its intention to commence the manufacture or preparation of materials especially manufactured or prepared for use in or as a part of the permanent construction. Such notice shall contain a request for inspection, the date of commencement, and the expected date of completion of the

manufacture or preparation of materials. Upon receipt of such notice, the Commissioner will arrange to have a representative present at such times during the manufacture as may be necessary to inspect the materials, or the Commissioner will notify the Contractor that the inspection will be made at a point other than the point of manufacture, or that the inspection will be waived.

(P) No Shipping before Inspection

The Contractor shall comply with the above-mentioned requirements before shipping any material.

(Q) Certificate of Manufacture

When the Commissioner so requires, the Contractor shall furnish authoritative evidence in the form of certificates of manufacturer that the materials to be used in the Work have been manufactured and tested in conformity with the Contract Documents. These certificates shall include copies of the results of physical tests and chemical analyses, where necessary, that have been made directly on the product, or on similar products being fabricated by the manufacturer.

When materials or manufactured products comprise such small quantities that it will not be practical to make physical tests or chemical analyses directly on the products furnished, a certificate stating the results of such tests or analyses of similar materials which were concurrently produced may, at the discretion of the Commissioner, be considered as the basis for acceptance of such materials or manufactured products.

(R) Testing Compliance

The Contractor shall perform all necessary inspections and tests, and the reports thereof shall be in such form as will facilitate the determination of compliance with the Contract Documents.

(S) Reports

Six (6) copies of all reports related to the testing of equipment or materials shall be submitted and manufacture's/firm's or Contractor's certification thereof must be furnished to the Commissioner as a prerequisite for the acceptance of any material or equipment.

(T) Rejection

If, the Department determines that any material or equipment does not comply with the Contract Documents, the Contractor will be notified thereof, and will be directed to refrain from delivering said materials or equipment, or to promptly remove such delivered and/or installed materials or equipment from the site or from the Work, and replace same with acceptable materials or equipment without cost to the City.

Upon rejection of any materials or equipment submitted as the equivalent of that specifically named in the Contract Documents, the Contractor shall immediately proceed to furnish the designated materials or equipment.

(U) Testing Apparatus and Laboratory

The Contractor shall provide and maintain at the manufacturer's plants or Contractor's plant at the project site a suitable registering thermometric instrument, weighing devices and other apparata necessary for the determination of the temperatures, the penetrations, the qualities of materials used, the grading of the mineral aggregates, and for all other tests required by the Contract Documents throughout the process of manufacture.

These instruments, weighing devices and other apparata shall be of standard type and approved by the Commissioner. The Contractor shall also provide at manufacturer's plants or Contractor's plant at the site a suitable space in which a representative, designated by the Engineer, can carry out these tests under proper conditions.

The Contractor shall maintain original copies of calibration certificates for all instruments, devices and apparata used and shall provide copies of these certificates to the Commissioner. No instruments, devices or apparata shall be used for which calibration certificates have not been provided to the Commissioner or for which the calibration certificate has expired.

31. Costs of Tests and Inspection. The City will bear the costs of inspections and tests deemed necessary to determine compliance with the Contract Documents of materials and equipment furnished hereunder, with the following exceptions:

1. Any material or equipment to be furnished hereunder as the equal to those designated in the Contract Documents which is tested by the City and found unacceptable because it does not meet the Contract requirements, will be rejected. When any such material is so rejected, the Contractor hereby agrees to pay the City such monies as were expended by it in the conduct of such tests. The Contractor further agrees that upon such rejection it will immediately proceed to furnish the designated material or equipment.

2. The Contractor shall bear the cost of testing material and equipment specifically called for by the Contract Documents to be tested by the Contractor, and the cost of these tests shall be deemed to be included in the prices bid for the related items.

3. The Contractor shall bear the cost of testing any work, material and equipment being performed, furnished or delivered to the Project by the Contractor through completion thereof, which appears to deviate from the industry standard, as determined by the Engineer. The cost of these tests shall be deemed to be included in the prices bid for the related items.

4. For work, material or equipment found to be not in conformance with the Contract requirements, the Contractor shall bear the cost of any additional testing which in the determination of the Engineer is needed to verify such work, material or equipment has been subsequently brought into conformance with Contract requirements.

32. Delivery of Materials.

(A) General

The Contractor shall furnish to the Engineer a copy of each material order, indicating date of order and quality of material, and shall also notify the Engineer when materials have been delivered to the site and in what quantities.

(B) Ample Quantities

The Contractor shall deliver materials in ample quantities to ensure the most expeditious and uninterrupted progress of the Work so as to complete the Work within the time specified in the Contract.

(C) Seals and Labels

Manufacturer's containers shall be delivered with unbroken seals and shall bear proper labels.

(D) Coordination of Deliveries

The Contractor shall coordinate deliveries in order to avoid delay in or impeding the progress of the Work.

(E) Delivery and Inspection of Materials

The materials for construction shall not be brought to the project site in quantities greater than is necessary for the Contractor to perform the project Work in accordance with approved project schedules and shall be deposited at the project site in a manner that causes the least possible obstruction to streets and sidewalks, as may be determined by the Engineer, and any such obstruction to streets and sidewalks shall be approved by the Department. All new materials shall be carefully inspected by the Contractor after delivery to the site and any materials not conforming in quality and dimensions to the Contract Documents will be rejected and must be immediately removed from the site of the Work at the sole cost and expense of the Contractor. The Contractor shall not be permitted to proceed with the Work related to such materials until such conditions have been met, and suitable replacement materials are provided.

33. Transportation and Storage of Materials. The Contractor shall be responsible for all storage and transportation of the materials and equipment necessary or used in connection with the Work.

It shall be the duty of the Contractor to determine the availability of transportation facilities and dockage for the use of its employees, and for the delivery of equipment and materials. The Contractor shall also be responsible for determining the conditions under which any such use will be permitted.

If transportation facilities and dockage are available and are permitted to be used by a governmental agency having jurisdiction over such transportation facilities and dockage, the Contractor shall pay all costs related to such use and abide by all regulations promulgated by such agency having jurisdiction in connection therewith.

Unless specifically provided for under the Contract, it is understood that the Commissioner makes no warranty or representations as to the availability or adequacy of such facilities.

34. Partial Payments for Materials in Advance of Their Incorporation in the Work. The following provisions will be applicable except when it is expressly specified in the "Special Provisions" of the Contract that no partial payments will be made for materials in advance of their incorporation in the Work:

In order to better ensure the availability of materials, fixtures, and equipment when needed for the Work, the Commissioner may authorize partial payment for certain materials, fixtures or

equipment, prior to their incorporation in the Work, but only in strict accordance with and subject to all the terms and conditions set forth in the following subdivisions designated (A) to (P) inclusive, unless another method of payment is elsewhere provided in the Contract for specified materials, fixtures or equipment.

(A) The Contractor shall submit to the Commissioner a written request, in quadruplicate, for payment for materials purchased or to be purchased for which it desires to be paid prior to their actual incorporation in the Work. The request shall be accompanied by a schedule of the types and quantities of materials and shall state whether such materials are to be stored on or off the site.

(B) Where the materials are to be stored off - site, they shall be stored at a place other than the Contractor's premises (except with the written consent of the Commissioner) and under the conditions prescribed or approved by 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, further, shall not at any time move any of said materials to another off-site place of storage without prior written consent of the Commissioner. Materials may be removed from their place of storage, off the site, for incorporation in the Work, upon approval of the Engineer.

(C) Where materials are to be stored at the site, they shall be stored at such locations as shall be designated by the Engineer and only in such quantities as, in the opinion of the Engineer, will not interfere with the proper performance of the Work by the Contractor or by other Contractors then engaged in performing Work on the site. Such materials shall not be removed from their place of storage on the site except for incorporation in the Work, without the approval of the Engineer.

(D) Insurance

If Builder’s Risk is checked off in Schedule A, in accordance with Article 22.1.4 of the Standard Construction Contract, Contractor shall maintain Builder’s Risk Insurance that covers all building materials and supplies used in connection with the Project, including, but not limited to when such materials and supplies are stored off site. The Contractor shall submit proof that such Builder’s Risk Insurance policy is fully paid at the time it submits proof of insurance in accordance with Article 22.3 of the Standard Construction Contract.

(E) All costs, charges and expenses arising out of the storage of such materials shall be paid by the Contractor, and the City hereby reserves the right to retain out of any partial or final payment made under the Contract an amount sufficient to cover such costs, charges and expenses with the understanding that the City shall have and may exercise any and all other remedies at law for the recovery of such costs, charges and expenses. There shall be no increase in the Contract Price for such costs, charges and expenses and the Contractor shall not make any claim or demand for compensation therefor.

(F) The Contractor shall pay any and all costs of handling and delivery of materials to the place of storage and from the place of storage to the site of the Work; and the City shall have the right to retain from any partial or final payment an amount sufficient to cover the cost of such handling and delivery.

(G) In the event that the whole or any part of these materials is lost, damaged or destroyed in advance of their satisfactory incorporation in the Work, the Contractor at its sole

cost and expense, shall replace such lost, damaged or destroyed materials with materials of the same character and quality. The City will reimburse the Contractor for the cost of the replaced materials to the extent, and only to the extent, of the monies actually received by the City under the policies of insurance hereinbefore referred to. Until such time as the materials are replaced, the City will deduct from the value of the stored materials or from any other money due the Contractor, the amount paid to the Contractor for such lost, damaged or destroyed materials.

The Contractor shall retain any and all risks in connection with the damage, destruction or loss of the materials paid for hereunder to time of delivery of the same to the site of the Work and their proper incorporation in the Work in accordance with the Contract Documents. Damaged material shall be replaced or repaired, at the option of and to the satisfaction of the Engineer, at no cost to the City.

(H) Should any of the materials paid for by the City hereunder be subsequently rejected or incorporated in the Work in a manner or by a method not in accordance with the Contract Documents, the Contractor shall remove and properly replace such defective or improperly incorporated material with materials complying with the Contract Documents. Until such materials are replaced, the City will deduct from the value of the stored materials or from any other money due the Contractor, the amount paid by the City for such rejected or improperly incorporated materials.

(I) Payment for the cost of materials made hereunder shall not be deemed to be an acceptance of such materials as being in accordance with the Contract Documents and the Contractor shall remain responsible to deliver to the site and properly incorporate in the Work only materials which comply with the Contract Documents.

(J) The Contractor shall comply with all laws and regulations of any governmental body or agency pertaining to the purchase, allocation and use of the materials.

(K) When requesting payment for materials, the Contractor shall submit with the partial estimate duly authenticated Documents of title, such as bills of sale, invoices or warehouse receipts, all in quadruplicate. The executed bills of sale shall transfer title to the materials from the Contractor to the City (in the event that the invoices state that the material has been purchased by a subcontractor, bills of sale in quadruplicate will also be required transferring title to the materials from subcontractor to the Contractor).

(L) Where the Contractor, with Commissioner's approval, purchased unusually large quantities of materials in order to assure their availability for the Work, the Commissioner, at his/her option, may waive the requirements of Par. 34(K) provided the Contractor furnishes evidence in the form of an affidavit in quadruplicate, and such other proofs as the Commissioner may require, that the Contractor is the sole owner of such materials and has purchased them free and clear of all liens and other encumbrances. In such event, the

Contractor shall pay for such materials and submit proof thereof, in the same manner as provided in Par. 34(K) above, within seven (7) days after receipt of payment therefor from the City. Failure on the part of the Contractor to submit satisfactory evidence that all such materials have been paid for in full shall preclude the Contractor from payments under the Contract.

(M) The Contractor shall include in each succeeding partial estimate requisition a summary of materials stored which shall set forth the quantity and value of materials in

storage, on or off-site, 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 and the total value of materials on hand for which payment therefore will be included in the current payment estimate.

(N) Upon proof to the satisfaction of the Commissioner of the actual cost of such materials and upon submission of proper proof of title as required under Par. 34(K) or 34(L) above, payment will be made on 85% of the cost of the material provided, however, the amount paid shall not exceed the estimated cost of such materials included in the approved detailed breakdown estimate submitted in accordance with Art. 41 of PART F of this Contract (General Conditions).

(O) Upon the incorporation in the Work of any such materials which have been paid for in advance in accordance with the foregoing provisions, payment will be made for such materials incorporated in the Work pursuant to Article 42 or Article 43 of PART F of this Contract (General Conditions), less any sums paid pursuant to Par. 34(N) herein.

35. Maintenance Work by the City. The Contractor agrees that, should it be necessary for the City to do maintenance or emergency Work on or near the site of the Work, or to do any other Work that is not a part of the Contract requirements but deemed expedient by the Engineer, the Contractor will not cause any interference thereto, and further agrees that it will not claim any damages or extra compensation if such maintenance or emergency Work should delay the Contractor's Work or cause the Contractor move its equipment and other materials.

If any such Work by the City should delay the Contractor and cause it to move its plant and materials, the Contractor's right to an extension of time for performing the whole Work under this Contract, as provided in Article 13 of PART F of this Contract (General Conditions), shall be considered as sufficient compensation thereof.

36. Inspection of Existing Construction. As the Work progresses, the Contractor shall bring to the Engineer's attention any defective conditions of existing construction which are not specifically subject to correction under the Contract Documents in their present form.

The Contractor shall afford the Engineer all cooperation and facilities to inspect existing construction during the course of field operations.

37. Inspection During Progress of the Work. The Contractor shall inform the Project Manager within a reasonable period in advance of the time and place at which it intends to do work so that proper arrangement may be made for inspection.

The Engineer will inspect the materials furnished and the Work done to ensure that they comply with the Contract Documents and shall have free access at all times to the Work, laboratories and refineries where the materials are prepared, and shall be permitted to take such samples there from as may be deemed necessary by the Engineer. Materials will be tested in the laboratory of the Department or in any other laboratory of the City designated by the Department. The Engineer is hereby authorized and empowered to reject and refuse all labor or materials or methods of installation or application, or any part thereof, offered under or in fulfillment of this Contract, that do not comply in kind, quality, or quantity with the Contract. Any materials delivered or offered to be delivered under this Contract, which are rejected by the Engineer as not conforming to the Contract requirements, shall be forthwith removed by

the Contractor, and materials which do so conform shall be forthwith furnished and delivered in place thereof.

The Contractor shall not incorporate into the project any materials which have not been inspected and accepted, nor shall it perform any Work except under inspection, to which end the Contractor further agrees to notify the Engineer when inspection is required, so that the Engineer may have time to provide such inspection. It is hereby agreed that the right of inspection herein provided for is intended solely for the benefit of the City, and the City shall not in any manner be bound by such inspection or by failure to inspect, or by the failure to discover any defective Work or materials used in the Work, or for its failure to discover the Contractor's non-compliance with any provision of the Contract Documents, or by the acceptance of Work which does not in fact comply with the Contract Documents, and such inspection or failure to inspect shall not relieve the Contractor of the obligation to comply with each provision of this Contract. Additionally, no inspection, approval or acceptance of any part of the Work, or of the materials incorporated into the Work, or any payment on account thereof, shall prevent the Commissioner from refusing to accept the Work or materials at any time thereafter, because the same do not comply with the requirements of the Contract.

The Commissioner reserves the right to undertake and perform such Work as may be necessary in opening or removing portions of the Work for the purpose of examination. The Contractor shall satisfactorily restore the Work so disturbed. Should the Work be found defective in any respect, the portions disturbed shall be restored without cost to the City.

38. Assistance to be Furnished. The Contractor shall furnish such laborers as may be necessary to aid the Department in its inspections, and in case the Contractor shall neglect or refuse to do so, such laborers as may be necessary will be employed by the Commissioner, and the expense thereof will be deducted from and paid out of any money then due or which may thereafter become due to the Contractor for Work performed under this Contract.

39. Rejected Work. If, after inspection any Work is rejected by the Engineer as defective or improperly done, such defective or improper Work shall be taken down and rebuilt or the defects otherwise remedied as the Engineer may direct. If the Contractor refuses or neglects to remove such rejected Work, or otherwise correct the defects, as the Engineer directs, the Commissioner may obtain, use and employ materials, men and equipment to do the same, and the expense thereof will be solely borne by the Contractor and may be deducted from any money which may then be due or thereafter become due to the Contractor for Work performed under this Contract.

40. Restoration. Upon the completion of the Work or any portion of the Work, the Contractor shall remove all remaining materials and/or equipment and shall leave the area, which may have been affected by its operation in a condition acceptable to the Engineer.

Any existing structure on or off the site of the Work which are not part of the Contract but which has been damaged, disturbed or removed by the Contractor during the course of the Work, shall be repaired, restored or replaced to its original condition as of the start of the Work, in accordance with standard practice of the entity that owns such structure, at the Contractor's sole expense.

41. Work Zone Traffic Control. The following provisions shall apply and shall be in addition to any other requirements specified under this Contract for the maintenance and protection of traffic, unless otherwise provided:

(A) Compliance with Law and Ordinances

The Contractor shall observe all Federal, State and City laws, rules, ordinances and regulations in relation to obstruction of the streets, keeping open passageways and protecting the same. Where such passageways are exposed and potentially dangerous to the public, such passageways shall, as may be required, be planked or bridged by the Contractor and the cost thereof, except as otherwise provided, of such repair shall be deemed to be included in the appropriate scheduled Contract items.

(B) Meeting with Office of Construction Mitigation and Coordination (OCMC)

To permit finalization of traffic control measures, the Contractor, within twenty (20) days before beginning operations, shall arrange for an on-site field meeting with the New York City Department of Transportation's Office of Construction Mitigation and Coordination (OCMC).

The Contractor shall submit a schedule of operations to the OCMC, 55 Water Street, 7th fl., New York, NY 10041, no later than 30 days prior to the start of Work.

(C) Maintain Traffic

Where streets in active use are included within or connect with the Work under this Contract, the Contractor shall keep the passageways of such streets open and provide safe and convenient means of access to buildings fronting thereon. Only streets identified on the permit issued by OCMC may be disturbed by the Contractor and only in the times allowed by the permit.

(D) Maintenance of Way

Where streets or portions of streets in active use are included for paving or repaving Work under this Contract, the Contractor shall be responsible for the maintenance of such streets or portions of streets, prior to the performance of said paving or repaving Work. The maintenance of such streets shall include any repairs, as directed, including but not limited to the filling of potholes, and such maintenance responsibilities shall commence from the date of the written Notice to Proceed or actual start of Work, whichever is earlier.

(E) Barricades, Signs and Other Protective Devices

The Contractor shall furnish, erect and maintain at street closures, intersections and at all other locations standard or approved barricades, suitable and sufficient lights, torches, approved reflectors, danger signals, warning and closure signs, directional detour signs and whatever additional measures the Engineer may deem necessary for proper control of traffic and for the safety of all concerned, all in accordance with the rules and regulations of the Bureau of Traffic Operations. The Contractor shall indicate by each day and by night the impassable and dangerous conditions existing on or adjacent to the site of the Work. The Contractor shall provide a sufficient number of watchpersons and shall take all necessary and legal precautions for the protection of the Work and for the safety of the public, as required by the Contract. All barricades, danger signals, warning signs and obstructions shall be illuminated at night and all lights shall be on from sunset until sunrise.

Barricades shall be placed parallel to, adjacent to and on both sides of excavations for curbs and sidewalks. Each line shall have a clear space of not more than 7,620mm (25ft)

between barricades. Barricades shall be Class II, single rail, hinged type, complying with the REGULATION MANUAL ON TEMPORARY TRAFFIC CONTROL BY STREET BARRICADES AND CHANNELIZATION issued by the Bureau of Traffic Operations. Each barricade shall have at least one (1) battery-operated, flash-type warning device of approved manufacture affixed thereon, as directed by the Engineer.

Steel plates shall be provided over all excavations in front of driveways and excavations over which pedestrian or vehicular traffic is to be maintained. Plates shall be of a thickness sufficient for the loads to be carried and shall have not less than 610mm (2 ft) of bearing on either side of an excavation. Width of plates for vehicular traffic shall not be less than 3, 048mm (10 ft), and for pedestrian traffic not less than 1,219mm (4ft). Plates for pedestrian traffic shall be equipped with approved, dismountable handrails on both sides for the full lengths of plates. The Contractor shall be responsible for the adequacy of all plates.

(F) Temporary Walks and Bridges

Where required, or as directed by the Engineer, the Contractor shall construct and maintain, suitable temporary walks and bridges for pedestrians, bicycles and vehicles, subject to the approval of the Engineer. The cost shall be included in the Contract bid items.

(G) Work Site Patrol

Pursuant to Article 7 of PART F of this Contract (General Conditions) and the requirements stipulated herein above, the Contractor shall provide personnel to patrol the Work site, as necessary, to ensure that conditions on the site are adequate for public safety and convenience at all times. If the Contractor fails, within twenty-four (24) hours after receiving written notice thereof from the Engineer, to correct any deficiency in the matter of providing facilities for vehicular and pedestrian traffic, including personnel to patrol the Work site, the Commissioner, pursuant to Article 52 of PART F of this Contract (General Conditions), will have the right to declare the Contractor in partial default and may then have such deficiency corrected by others at the sole cost and expense of the Contractor.

(H) Use of Roadways Before Final Acceptance of the Work

The City will have the right before the final acceptance of all Work under this Contract, to open the vehicular traffic in those areas adjacent to the structures upon which Work has been completed, and the Contractor shall carry on its Work so as not to interfere with or endanger such vehicular traffic and shall make no claim for damages on account thereof.

(I) Damages for Failing to Provide Traffic Facilities

Within twenty-four (24) hours after receiving written notice from the Engineer, the Contractor shall comply with the requirements of this Contract in the matter of providing facilities for vehicular and pedestrian traffic, including personnel to patrol the Work site. Failure to comply with such requirements may, upon certification of the Commissioner, be considered 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 this Contract

42. Progress Photographs. Unless there is a scheduled item provided in the Contract therefore, the Contractor shall provide a photographic record in digital format showing the conditions existing at the site prior to commencement of Work, designated conditions during Work operations, and conditions after the completion of the Contract. Photographs shall be in

color and shall be taken under the supervision and at the direction of the Engineer.

The Contractor shall also provide in electronic format, an amount of approved digital photographs as determined by the Engineer, marked with proper identification numbers, Contract No., the date taken, and a description of the location. These shall be delivered electronically to the designated construction office no later than (3) days after a photograph is taken, unless ordered otherwise by the Engineer.

At the conclusion of the work, all digital photographs taken shall become property of the City and shall be delivered electronically to the construction office designated by the Engineer.

43. Project Signs. Unless otherwise specified for **"Construction Project Informational (CPI) signs"** in the Special Provisions of the Contract, the following shall apply:

(A) Bridge Projects

The Contractor shall furnish, erect, maintain and remove project signs as herein provided and as directed by the Engineer, in the number and with the overall dimensions specified. The project signs shall comply with the details shown on the Drawings and as approved by Engineer in Charge (EIC.)

Credits, names of officials, spacing between lines of letters, and heights of letters shall be as approved by EIC. Spacing between letters and widths of letters shall be in proportion to the sign size. The project title and the names and titles of officials will be furnished by the Engineer.

Signs shall be erected at such locations within or adjacent to the Contract limits as the Engineer shall direct, within twenty (20) Working days after the Contractor has been ordered to commence Work.

Prior to fabrication of signs, the Contractor, within ten (10) days from the date of Contract award, shall submit to the Engineer, for approval, scale drawings of the signs, complete with lettering. The drawings shall include the details of the sign supports and bracing which the Contractor proposes to use. Fabrication of signs will not be permitted until the above Engineer's approval has been obtained.

The Contractor shall be responsible for the sufficiency and adequacy of all supports and bracing and the above Engineer's approval shall in no way relieve the Contractor of such responsibility.

Unless otherwise permitted, the Contractor shall protect and maintain signs, supports and bracing until the date of the issuance of the Final Completion Certificate for the Contract. The Contractor shall alter or change credits or names of officials as directed by the Engineer.

The Contractor shall protect signs, supports and bracing against injury or damage from any cause whatsoever. The Contractor shall make all repairs required as a result of such injury or damage, to the satisfaction of the Engineer.

The Contractor shall do all patching of lettering, supporting, re-supporting, bracing and re-bracing required to maintain signs, supports and bracing in first class condition and in proper position.

At the completion of the Contract or at such time as the Engineer shall direct, the Contractor shall dismantle, remove and dispose of project signs, supports and bracing away from the site of the Work.

44. Site Maintenance.

(A) Piling of Materials Delivered to Work Site

Materials to be used in the Work shall be compactly piled within limits to be designated by the Engineer. Sand and coarse aggregate may be piled within the roadway area. All material as has been approved, except sand and coarse aggregate, shall be neatly piled by the Contractor on the front half of the sidewalk, on planks or plates. No material shall be placed within 3,048mm (10 ft) of any fire hydrant and sufficient passageway shall be provided to permit free access from the roadway to to all buildings and properties on the line of the Work. When no Work is in progress, at least one half of the roadway must be left clear at all times.

(B) Delivered Materials Not to Obstruct Traffic

All materials delivered upon but not placed in the Work shall be neatly piled so as not to obstruct public travel or shall be removed from the line of the Work, at the direction of the Engineer. Unless the materials are so removed by the Contractor upon notice from the Engineer, the materials may be removed by the Commissioner and the expense thereof charged to the Contractor.

(C) Sweeping and Sprinkling

Sidewalk areas adjacent to piled materials shall be kept clean and be watered, if required. When materials piled on sidewalks are removed, the sidewalks shall be immediately swept clean. All excavated materials falling on roadways and sidewalks shall be promptly swept up and removed.

When public or local inconvenience is caused by dust occasioned by the sweeping and cleaning operations, the Contractor shall water the affected surfaces during the sweeping and cleaning operations.

(D) Removal of Rubbish

The Contractor shall be responsible for the removal of all rubbish and debris from the site of the project. The Contractor shall remove and cart away from the site all piles of rubbish, debris, waste material and wood cratings as they accumulate and when directed by the Engineer. The Contractor shall employ and keep engaged for this purpose an adequate force of laborers.

(E) Disposal of Removed Materials

Except as may be otherwise specified herein, all materials which are permanently removed from the existing construction by the Contractor in accordance with the Contract Documents, shall become the Contractor's property and shall be disposed of by the Contractor away from the site.

(F) Removal of Surplus Plant and Equipment

When ordered by the Engineer, the Contractor shall be required to promptly move from any location within the Contract area all such items of plant and equipment determined to be no longer necessary for the effective prosecution of the Work to other locations to be designated by the Engineer. If, in the opinion of the Engineer, plant and equipment are no longer required on any portion of the Work, they shall be removed from the site when so ordered.

(G) Illumination of Building Material and Equipment on Street

Pursuant to Section 19-121 of the Administrative Code of the City of New York, the Contractor's attention is directed to the following:

1. Whenever a permit is issued for any building material or equipment, the outer surface of such building material or equipment shall be clearly marked with high intensity fluorescent paint, reflectors, or other marking which is capable of producing a warning glow when struck by the headlamps of a vehicle or other source of illumination.

2. All building material and equipment shall have printed thereon the name, address and telephone number of the Contractor.

3. Violations. if Contractor violates any of the above provisions, upon conviction thereof, shall be punished by a fine of not less than fifty dollars (50) nor more than one hundred dollars ($100) for each and every day that the violation exists, or by imprisonment for ten (10) days for each and every day that the violation exists, or by both such fine and imprisonment.

(H) Final Clearance of Site

Immediately after the completion of the Contract and before final acceptance of the Work by the Department, the Contractor shall remove all surplus material, temporary structures and debris resulting from his operations. The entire area shall be cleared in a neat, presentable manner satisfactory to the Commissioner. If, as a result of the Contractor's operations, obstructions have fallen into a navigable waterway, they must be removed and the waterway and channel cleared; and the Contractor must obtain a release from the United States Coast Guard.

45. Additional Provisions

(A) Access Ramps

Where the City has obtained slope easements or the equivalent thereof from owners whose properties abut the Contract Work and where it is necessary to cut or fill said abutting property in accordance with the Contract requirements, to effect entrance or exit to or from the property, the Contractor, when ordered by the Engineer, shall provide temporary access by ramping as indicated below or by other approved means.

Said access ramps shall have a maximum grade of one (1) vertical on three (3) horizontal and shall be hard surfaced with a minimum of 51mm (2 inches) of asphaltic material or

equivalent. The cost of installation (over and above the cost of normal sloping of cut or fill) of these access ramps will be included in the appropriate scheduled Contract items.

(B) Remove Sign Posts and Trees

Unless otherwise provided in the Contract, the Contractor shall remove, as required, all sign posts not in conformity with the Work, and transport them to a location designated by the Engineer or relocate and reset them as directed; the Contractor shall also remove all trees over 102mm (4 inches) in caliper together with their main root systems, and backfill holes caused by such removal. The Contractor shall obtain permit from the NYC Department of Parks before removing any trees.

(C) Remove Other Encumbrances

Trees, buildings, pipes, lumber and all other encumbrances or obstructions, above the ground surface, which may be upon the line of the Work when it is begun, or may thereafter be placed there, shall, if and to the extent as directed by the Engineer, be removed by the Contractor.

(D) Remove Surplus Materials, Rubbish, etc.

i) Secure Storage of Hazardous Materials

The Contractor shall be responsible for the secure storage of materials which are known through the ordinary course of business and experience in the trade to be flammable, toxic or otherwise harmful. Further, the Contractor shall exercise due diligence and reasonable care to ensure that such hazardous materials are utilized safely, in a manner consistent with the manufacturers' intended purpose.

ii) Site Inspection

The Contractor shall provide access to all areas of the site for routine inspection by the Engineer's staff without prior notice. In the event that the Contractor receives an inspection violation(s), the Contractor shall, at the direction of the Engineer or other such duly authorized person, remedy all conditions cited in the violation. If the violations are not resolved within 24 hours, as ordered by the Engineer, New York City Department of Transportation (NYCDOT) reserves the right to remedy violations with in-house forces. In the event that NYCDOT incurs expenditures because of the Contractor's failure to remedy known violations, then it shall be understood that NYCDOT shall be entitled to full reimbursement from the Contractor.

(E) Relocate City Structures

The Contractor shall coordinate with various City agencies for the following Work as directed by the Engineer:

City water mains, hydrants and connections to be relocated, will be removed and reconstructed or relaid by the NYC - DEP, Bureau of Water and Sewer Operations, except as otherwise provided.

Traffic signal posts, fire alarm posts, street lighting posts and other City or State-owned structures required to be relocated, will be removed and relocated on new foundations and

provided with new service connections or reconstructed by the City Agencies having jurisdiction thereover, except as otherwise provided.

All signs, meters and other equipment, belonging to the Department's Bureau of Traffic Operations ("Bureau of Traffic Operations") and which have been taken down by the Contractor during the progress of the Work, shall be carefully loaded by the Contractor and delivered by him to a City yard to be designated by the Bureau of Traffic Operations or stored on the site, re-used in the Work and reset in locations designated by the Bureau of Traffic Operations as directed by the Engineer.

(F) Relocate and Plant Trees

All Work of removing and replanting existing trees, planting new trees, constructing walls and iron tree guards, and all Work in connection therewith shall be done by the Contractor to the satisfaction of the Department of Parks and Recreation of the City of New York. A Certificate of Acceptance shall be obtained by the Contractor from the Department of Parks and Recreation and filed with the Engineer before the final voucher is approved for payment.

Trees along the line of Work shall be protected against injury or defacement by the Contractor. Any trees injured or defaced which do not require replacement shall be treated by the Contractor at its sole expense to insure its continued growth in accordance with the recommendations of the Department of Parks and Recreation.

Trees injured or defaced beyond treatment shall be replaced at the sole expense of the Contractor in accordance with the applicable requirements for new trees.

The Contractor shall obtain permit from the NYC Department of Parks before relocating and planting any trees.

(G) Sidewalk Openings for Trees

When new sidewalks are constructed and/or old sidewalks relaid, an opening of at least 1.86 square meter (20 square feet) shall be left around existing trees, or the sidewalk shall be constructed as directed by the Engineer.

(H) Adjusting Manhole Heads, etc.

All existing manhole heads and other appurtenances of subsurface structures which:

1. belong to the City shall, where required, be adjusted to the new Work; be brought to the finished street surface with masonry of the same thickness as that of the existing structures; have broken iron heads or gratings replaced with heads or gratings which will be furnished to the Contractor on written order by the City at one of its yards;

2. belong to public utility or other corporations will be adjusted to the new Work by the entities owning such appurtenances, under the supervision of the Contractor who shall be held responsible for the accuracy of such adjustments and who shall make such corrections, during the progress of the Work or the maintenance thereof, as may be required.

(I) Adjusting Existing Pavements, Sidewalks, etc.

Existing pavements, sidewalks, curb, gutter, flagging, and crosswalks shall be properly adjusted to the Work done under this Contract, or as directed by the Engineer.

(J) Resetting Existing Concrete Curb

Existing concrete curb which, in the opinion of the Engineer, is of suitable quality and dimensions shall be reset as directed to the proper line and grade.

(K) Old Materials to be Removed

Designated old useful materials, necessary to be removed in the preparation for the Work (excepting earth and rock excavation and materials designated by the Engineer as useless), which cannot be utilized in accordance with the terms of this Contract, shall remain the property of the City and shall be delivered by the Contractor to a designated City owned yard.

All old steel curb, basin and inlet castings designated to be scrapped, all other metallic scrap belonging to the City, and all useless materials shall become the property of the Contractor and shall be removed and legally disposed of, by the Contractor, away from the site.

Materials to be re-used in the Work shall be marked in such a manner as may be required for future identification.

(L) Reuse of Material

Material which is specially suitable for use in the Work shall be collected, piled and utilized as directed by the Engineer. All the Work of removing old material as above shall be done at the expense of the Contractor.

46. Contractor Performance Evaluation. The Contractor's performance will be evaluated by the City during the duration of the Contract. The Contractor will be evaluated on the following specific criteria: costs, schedules, quality of work, cooperativeness, record-keeping, contract changes, contract enforcement, and performance. A copy of the evaluation will be sent to the Contractor after the occurrence of these events, and the Contractor may respond in writing to the performance report. Such responses shall be submitted to the Engineer not later than fifteen (15) calendar days after a copy of the evaluation is sent to the Contractor. The response will be affixed to the evaluation. Failure to respond may result in review of the Contractor's performance when a future bid is evaluated without the benefit of the Contractor's response to the report.

47. Record of Work Done. The Contractor shall maintain an accurate record of the Work performed during the term of the Contract. If the Work includes any changes or corrections from the documents provided by NYCDOT, the Contractor shall create and maintain revised record drawings reflecting such changes or corrections. Record drawings shall preferably be the same size as the Contract Drawings, or as directed by NYCDOT.

The Contractor’s attention is particularly directed to the necessity of keeping accurate records of all subsurface and concealed work so that the record drawings may contain this information in exact detail and location.

48. Water, Sanitary Services, Light or Power. If it becomes necessary for the Contractor to use water, sanitary services, light or power, the Contractor shall make all arrangements with the appropriate entity for such services, at the Contractor’s sole cost and expense.

49. Permits. The Contractor, at its sole cost and expense, shall procure all the necessary licenses, permits or certificates required for the completion of the Work.

50. Inspection and Approval of Material

(A) The Contractor understands and agrees that some of the inspection and approval of materials such as bituminous concrete, Portland cement concrete, structural steel, concrete structural elements and/or their components to be used on this federal-aid highway project will be done by the New York State Department of Transportation ("NYSDOT").

(B) Whenever the contractor receives direction from the NYSDOT regarding the approval/rejection of materials such as bituminous concrete, Portland cement concrete, structural steel, concrete structural elements and/or their components, that direction is final and will be accepted as such by the Contractor.

(C) The Contractor will not allow off-site materials subject to inspection and approval of NYSDOT to be shipped to the Project Site before having first received direct authorization from NYSDOT.

(D) Prior to the pre-construction conference, the contractor will provide the following information to the appropriate Director, Federal-Aid Quality Assurance for Bridges, New York City Department of Transportation:

1. The name and address of each manufacturer of all materials and portions thereof requiring off-site quality assurance to be used in this federal-aid highway project.
2. The name and address of each fabricator fabricating each steel item or any portion thereof to be used in this federal-aid highway project.
3. The name and address of each fabricator manufacturing structural precast/prestressed items or any portion thereof to be used in this federal-aid highway project.

(E) The Contractor agrees that it and its subcontractors and suppliers will acquire materials for this federal-aid highway project only through those manufacturing, batching and fabrication facilities that are approved by NYSDOT.

51. Interpretation of Apparent Omissions. The apparent silence of the Specifications as to any detail, or the apparent omission from them of a detailed description concerning any Work to be performed and materials to be furnished, shall mean that only the best general practice is to prevail and that only the best material and workmanship is to be used. Interpretation of these specifications shall be made upon that basis.

All Work called for in the Specifications but not shown on the Contract Drawings in their present form, or vice versa, and Work not specified in either the Contract Drawings or in the Specifications but involved in carrying out their intent or in the complete and proper execution of the Work, is required, and shall be performed by the Contractor as though it were specifically delineated or described in the Specifications and/or the Contract Drawings.

52. Certification. In these specifications, wherever certification by, or membership in, a nongovernmental entity or organization is required, this shall be deemed to mean such

certification or membership or possession of equivalent qualifications or characteristics as determined by the Engineer, is required. The foregoing shall not be construed to be a waiver of 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 called for.

53. Prices to Cover. No direct payment will be made for costs incurred in complying with the foregoing General Provisions, except as otherwise provided. Said costs will be deemed to have been included in the prices bid for all the scheduled items of the Contract.

S - PAGES SPECIAL PROVISIONS

NOTICE

THE PROVISIONS CONTAINED IN THIS SECTION (S-PAGES) ARE THE NYCDOT PROJECT SPECIFIC SPECIAL PROVISIONS. THESE PROVISIONS MODIFY AND SUPERSEDE PORTION OF THE NYSDOT STANDARD SPECIFICATIONS AS WELL AS ALL NYSDOT REVISIONS THERETO, INCLUDING EI's and EB's.

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CONTRACT NO. HBCY109

SPECIAL PROVISIONS

1. SCOPE AND DESCRIPTION

This is a "Time and Material" Contract. The Contractor represents the markup for labor, equipment and materials used. No specific Work is designated until this Contract is registered, and individual flags are assigned to it. There are no Unit Items in the Contract, except as mutually agreed to in specific Task Order(s) issues after the Contract award. All Contract language that clearly applies to Unit Item type Contracts, will not apply to this Contract, as determined by Engineer. The Work under this Contract includes repair of flag conditions by performing structural rehabilitation, maintenance and replacement of components, primarily on bridges and fender systems, as well as other miscellaneous Work when directed and at areas designated by the Engineer, either performed on land or with the use of a barge. All Work shall be done within the Borough(s) specified; however, if required and as determined by the Engineer, the Contractor may be directed to perform Work beyond the designated borough(s). The Contractor and/or Subcontractor must be capable of performing, but not limited to, the following Work, as ordered to do so by the Engineer:

Steel Work

- Remove existing rivets and/or bolts and replace with new high strength bolts
- Weld sections of steel plates to existing steel members, when necessary, as part of the rehabilitation work.
- Reconstruct connections between steel members, when necessary, as part of the rehabilitation work.
- Replace or reconstruct steel members and bearings including beams, webs and flanges, column angles, channels and stiffeners.
- Replace deck expansion joints.
- Replace guard, bridge and hand railings of various types, in kind.
- Rebuild staircase.
- Replace bridge deck gratings and support steel.

Concrete Work

- Remove and replace section(s) of concrete retaining or abutment wall and foundation including bearing pedestals where required.
- Remove spalling concrete surfaces (including shotcrete or gunite) and replace with mortar or structural concrete.
- Reset masonry facing on pier walls.
- Remove areas of deteriorated sidewalk and/or roadway deck and replace with new concrete sections.
- Remove existing curbs and pour new steel faced curbs in place.

- Drill weepholes in retaining walls.
- Install piles under water.
- Modify staircase.
- Place specialized concrete overlays on structural slabs.
- Replace/rehabilitate masonry parapets.

Electrical Work:

- Troubleshooting and repair of bridge's electrical power sources.
- Repair of miscellaneous devices on the control desk, such as navigation lights switch, floodlights switch, etc.
- Repair of malfunctional PLC.
- Repair/replacing existing wiring, junction boxes of bridges.

Mechanical work:

- Support Systems - Trunnions and Bearings, Span Lock Machinery
- Balance Systems - Balance Blocks
- Drive System-Operating Machinery - Electric Motors, Mechanical Components such as gears, couplings, etc., Brakes
- Troubleshooting and repair Hydraulic Drive System
- Troubleshooting and repair of Traffic Control System – Warning & Barrier Gates

Miscellaneous Work

- Provide temporary shoring of beams, stringers and columns
- Clean clogged catch basins and drainage systems.
- Remove and replace existing drainage systems.
- Rebuild areas of erosion and provide slope control (Rip-Rap).
- Pave roadway surfaces.
- Clean and remove debris on or under structures.
- Install and remove traffic barricades.
- Repair and replace fencing.
- Excavate and dispose of all materials encountered where required.
- Paint existing metal surfaces and coat concrete surfaces with waterproofing material.
- Furnish and drive sheeting and piles, repair of existing piles.
- Demolition of highway and bridge structures, whole or in part.

Materials and Methods of Construction

In the event of an emergency condition whereby Work required under this Contract cannot be performed within the required time; the Engineer reserves the right to assign such Work to others.

The materials and construction methods for all the Work shall conform to the applicable requirements of Standard Specifications for Construction and Materials of the New York State Department of Transportation and Special Specifications with Current Editions and Modifications thereto.

2. WORK ZONE TRAFFIC CONTROL (WZTC)

The Contractor shall perform the Work in strict accordance with traffic stipulations, as directed by the Engineer. In the case of a conflict, the Engineer's decision shall be final.

1. General

   Basic Work Zone Traffic Control and Basic Work Zone Traffic Control (Daily Operations) shall be provided, measured for payment, and paid for in accordance with Section 619 of the NYSDOT Standard Specifications with latest revisions, the New York State Manual of Uniform Traffic Control Devices, Manual of Bureau of Traffic NYCDOT, and any provisions contained in the Contract Documents or as otherwise directed by the Engineer.

2. Changes to the Traffic Control Plan

   Prior to the start of the Work, the Contractor shall submit any proposed changes to the Traffic Control Plan to the Engineer for approval. Any change which alters the basic concept of the plan must be approved by the NYCDOT or its designee.

3. Roadway Closure

   The Contractor shall promptly obtain all required permits and licenses prior to closing any roadway, sidewalk and/or bridge in order to minimize any Project delays.

4. Temporary Bicycle Lane

   In accordance with Local Law 124 of 2019, the Contractor shall promptly obtain all required permits for Work affecting a roadway, street segment or intersection that has a bicycle lane in order to minimize any Project delays. The following Protected Bicycle Lane Stipulations should be followed:

   a. Maintain the bicycle facility around the Work zone where feasible.

b. Width of protected bicycle lane is 5 feet for one-way and 8 feet for two-way.
c. Orange traffic cones with 6-foot-long bar to delineate the bike lane.
d. Provide new signage.

- The Contractor must create a temporary bikeway around the Work zone delineated by cones or similar vertical traffic devices if the Work impacts a protected bicycle lane. The minimum width for a temporary one-way bikeway must be 5 feet and 8 feet for a two-way bikeway. Where a two-way bicycle lane exists on a one-way street, the bicycle lane in the opposite direction of traffic should always be accommodated by a temporary five-foot bikeway and delineated by cones. The moving lane must become a temporary shared vehicle and bicycle lane. No reduction of moving lanes is permitted unless stipulated on this permit. Parking restrictions may apply. When a one-way temporary bikeway cannot be created, the nearest moving lane to the bicycle lane must become a shared vehicle and bicycle lane. Permittee must comply with the Bike MPT Design Guidelines, which are available at

  https://www1.nyc.gov/html/dot/downloads/pdf/bike-mpt-guidelines.pdf

GENERAL REQUIREMENTS

1. The Contractor shall conduct its Work operations in such a manner as to cause a minimum of interference to vehicular and pedestrian traffic. Contractor shall not be permitted to store materials on any bridge.

2. Unless otherwise noted, the Contractor shall be permitted to work in only one lane in each direction at a time.

3. The Contractor shall work in not more than one-half (1/2) of a roadway at a time while maintaining traffic in the other half. The Contractor shall furnish one (1) or two (2) flagmen for the maintenance of traffic, when and as ordered by the Engineer.

4. Full width of all roadways shall be available for traffic during non-working hours, when directed by the Engineer.

5. All signs and barricades shall be provided, placed and maintained by the Contractor as directed by the NYCDOT in accordance with the "New York State Manual of Uniform Traffic Control Devices" and MUTCD with latest edition.

6. The Contractor shall notify OCMC at (212) 839-9643 20 days prior to start of construction as required by the Engineer in order to set up a field meeting.

7. To aid in diverting traffic from a lane where the Contractor is working, the Contractor shall provide an electrically operated sign with flashing arrows mounted atop a truck parked in that lane.

SPECIFIC REQUIREMENTS

1. Prior to start of Work at each location, the Contractor shall contact OCMC for available lane closure hours. Both of the following shall be consulted:

Nicolas Dagher Administrative Engineer OCMC 55 Water St, 7 Floor New York, NY 10041 Tel: (212) 839-9637 Fax: (212) 839-8970	Edward Campbell Deputy Director OCMC Highways 55Water St, 7 Floor New York, NY 10041 Tel: (212) 839-9643 Fax: (212) 839-8970

2. The Contractor must provide a minimum of five (5) feet of sidewalk for pedestrian movement at all times as directed by the Engineer.

3. The Contractor shall comply with the posted curbside parking regulations when storing his construction vehicle(s) at the worksite.

4. The Contractor shall furnish and erect a directional sign in the closed lane. It shall be located approximately 150 feet ahead of the barricade. The directional sign shall bear the inscription **"LANE CLOSED- KEEP RIGHT (LEFT)"**, written on two lines with a large arrow pointing in the appropriate direction shown below the inscription. Battery-operated flashing beacon lights shall be furnished and installed at the two upper corners of the sign. Lights shall be in operation at all times.

5. After acquiring permission from OCMC for available lane closure hours and required community notification, the Contractor may close one lane at a time with the use of a flagman but must maintain two (2) way traffic at all times. The Minimum Lane width is (11') in each direction, separated by barrels as directed by the Engineer.

6. In the case where special traffic stipulations are required, the stipulations as set forth by the Office of Construction, Mitigation and Coordination (OCMC), Department of Transportation shall supersede the above.

7. See **APPENDIX H** of Special Provisions **-** WORK ZONE TRAFFIC CONTROL

3. STANDARDS AND LIST OF ITEMS

Unless otherwise noted, all sections, subsections, articles or sub articles as referred to herein within these Specifications shall be those of the New York State Department of Transportation's (NYSDOT's) latest Standard Specifications for Construction and Materials, all Addenda thereto, and revisions to the

Standard Specifications by EI's and EB's. Links have been provided for NYSDOT Electronic Standard Specifications and recent EI's and EB's

Link for NYSDOT Electronic Standard Specifications - https://www.dot.ny.gov/main/business-center/engineering/specifications/busi-e-standards-usc

Link for Recent EI's and EB's - https://www.dot.ny.gov/main/business-center/consultants/forms-publications-and-instructions/engineering-information-issuance-system

However, this neither implies the City's or State's involvement in any testing and approval of materials, nor in the supervision of construction. All references, therein to the "Department", "Materials Bureau", "Regional Engineer", etc., shall be deemed to mean the "Engineer". Where any reference is made on the Contract Drawings, Specifications or proposal to the "State" or any of its officials, the Contractor shall substitute NYCDOT or any of its appropriate officials. Any reference to the cost as attributable to the State shall be deemed as attributable to the City.

This Contract incorporates only those sections, subsections, articles and sub articles of the NYSDOT Standard Specifications that are listed in the bid sheets in PART F or referred to or cross-referenced in the Special Provisions (S pages) or the Special Specifications (I pages). Other provisions of the NYSDOT Standard Specifications shall not be deemed incorporated by reference. Revisions to the NYSDOT Standard Specifications found in the R pages shall be incorporated into this contract only if the section, subsection, article or sub article so revised is incorporated into this Contract as provided above. In event of any inconsistency between provisions of the NYSDOT Standard Specifications and these Special Provisions, these Special Provisions shall take precedence.

The Contract involves Work items that require off-site fabrication of structural steel and/or prestressed/precast concrete components in accordance with NYSDOT Standard Specifications and applicable documents. Wherever, in these documents, NYSDOT-DCE(S) is referred to as the approving authority, it shall now mean to refer to NYCDOT-Deputy Chief Engineer, Engineering Review & Support. The welder & welding operator qualifications will continue to be approved by NYSDOT under NYSDOT-DCE (S) on NYCDOT-let federally funded contracts. The NYSDOT may send their Non-Destructive Testing (NDT) technician to fabrication shops if the technician is available and requested so by NYCDOT.

4. PROGRESS PHOTOGRAPHS

Photographs shall be taken for all Work performed and documented under the supervision and the direction of the Engineer. The Contractor shall furnish digital photographs of the progress of construction Work in accordance with requirements of Section 42 of the Attachment 3l "General Provisions".

5. PROTECTION OF PERSONS AND PROPERTY

The Work is to be performed adjacent to above, and within the right-of-way of various local streets. The Contractor shall conduct its operations so as to prevent any paint, materials or debris from falling into any of these roadways, or other areas. The Contractor shall furnish and install containment screens and other safeguards as shall be deemed necessary by the Engineer, to enclose the Site of its cleaning and protective coating operations to ensure complete protection of the public and property both on and below the bridges' structures, against possible damage from scrapings, drippings, and from wind-blown paint, as well as debris or other materials.

The Contractor shall have sufficient quantity of containment screen in reserve, and be prepared to install same, to provide for unexpected variations in winds and for other contingencies. These requirements shall be strictly enforced, and the Contractor accordingly shall not be permitted to proceed with field operations unless the required containment screens are in place.

All such protection shall be approved by the Engineer and shall be in accordance with all Federal, State and City environmental laws and regulations before being used. The Contractor shall be solely responsible for all damages to persons, property, and/or vehicles caused by its operations. All disfigurement on the roadways caused by its operations shall be cleaned up to the satisfaction of the Engineer. The Contractor must also clean or cause to be cleaned any vehicle to the owner's satisfaction, which has been marred in any way by its protective coating operations.

The Contractor shall be responsible for all labor, equipment and ancillary means required and shall continuously carry out effective measures to prevent its operation from producing fumes and/or dust emissions in amounts damaging to State or City property or personnel, adjacent real and personal property, municipal streets and facilities, or causing a nuisance to persons living or occupying facilities within the immediate vicinity of the Bridge. The Contractor shall be responsible for any damage resulting from any emissions originating from its operations.

6. CONTRACT DRAWINGS

The Contractor must visit the Site prior to commencing Work on any Task Order(s) issued by NYCDOT to the Contractor in order to familiarize itself with actual field conditions. NYCDOT may include plans or drawings in the Task Order(s) which detail the Work required under this Contract. However, if the Contractor determines that the actual field conditions differ substantially from the field conditions presented by the NYCDOT within the Contract Documents, including the Task Order(s), then, at no additional cost to NYCDOT, the Contractor must submit a proposal, with detailed sketches and drawings, for an alternative repair option for the Work contemplated in said Task Order(s). This alternative repair option must be approved by the Engineer in writing before the Contractor may begin Work thereon.

7. RECORD AS-BUILT, SHOP, WORKING DRAWINGS AND ELECTRONIC MEDIA

If required by the Engineer, the Contractor shall mark-up as-built information on specific Contract Drawings designated. Contractor shall submit electronic record in the form of flash drive or equivalent for each Task Order completed or as required by the Engineer.

8. UNDERGROUND AND UNDERWATER FACILITIES

At least two weeks prior to the commencement of any Work on any Site identified in this Contract, the Contractor shall register its proposed Work activities with the ONE CALL (National Ticket Management System) and receive from all utilities, mark-out information, or thorough plans and/or sketches, information on all facilities within or adjacent to the area of Work.

NOTE: Facilities belonging to the City of New York or any other governmental jurisdiction are exempt from furnishing mark-outs. It is the Contractor's responsibility to secure all information on such facilities at its own cost, as directed by the Engineer. The Contractor shall complete the attached Record of Utility Markout Request (**Form A**) to document its compliance with this provision, as well as the "Search and Status" Ticket received from them and submit them to the Engineer prior to the commencement of Work.

Care and concern shall be exercised by the Contractor to protect facilities while performing the Work under this Contract and to ensure that continuing service to all underground and underwater facilities will be maintained during the entire duration of the Contract.

NO FURTHER TEXT ON THIS PAGE

FORM A

RECORD OF UTILITY MARKOUT REQUEST

Made to National Ticket Management System (ONE CALL) www.searchandstatus.com

NYCDOT Contr. #: _____ Notification Date: _____

Location of Work: _____

Notification by: _____

Contractor: _____

Contractor Address: _____

_____

_____

Telephone No.: _____

E-Mail Address: _____

Site Information

Type of Work: _____

1st Day of Work: _____

Type of Equipment: _____

Intersecting Street: _____

2nd Nearest Intersecting Street: _____

Location of Work: _____

_____

_____

Signature: _____

Title: _____

(Utility Notification must be made, and this form attesting such sent to the NYCDOT least two weeks prior to intended start of work)

9. TASK ORDERS:

The Engineer will give the Contractor a written notice to proceed in the form of Task Orders when practicable, or a telephone notice start to proceed for time sensitive Work, for each location. Telephone notice will be followed by a written confirmation. While it is the best interests of both NYCDOT and the Contractor to keep Work crews steadily employed, it is expressly understood the NYCDOT has no obligation to assure that this will be the case. These notices will:

1. Define each location where Work is to be performed.

2. Indicate the nature of the Work to be performed.

3. NYCDOT will assign Task Order for specific bridge location with flag number. It shall be Contractor's responsibility to provide means and methods (including equipment list) with estimate prior to the start of Work for the Engineer review and written approval. Although payment for Work performed under this Contract is based on time and material records, there may be circumstances under which the Engineer may, in writing, authorize the Contractor to perform Work on a Task Order that will be paid on a Lump Sum basis. In such instances, the Contractor must submit to the Engineer a cost breakdown of its lump sum proposal for the Task Order and receive written approval from the Engineer and EAB before proceeding on such lump sum basis. If the Contractor commences the Work prior to such approval, then it must retain all respective time and material records.

3a. Normal Procedure: Requires the Contractor to proceed within ten (10) Days of receipt of the notice, and to complete the Work at the location within the number of working days shown on the notice. However, when the purchasing of specific materials is required to undertake the work, the Contractor shall proceed within fifteen (15) working Days of receipt of notice or longer, as directed by the Engineer, to allow for the procurement of said materials prior to the start of construction.

3b. Emergency Procedure: Requires the Contractor upon receipt of an emergency telephone notice, to mobilize and proceed with the Work within three (3) hours of receipt of the notice. The Contractor must own or have immediate access to heavy lifting equipment for the removal of steel beams or any other heavy members, if required. The Contractor must provide the Division of Bridges with 24-hour emergency telephone numbers, so that responsible personnel can be reached at any time.

Metro-North generally requires more notice in advance of Work on its properties than is provided to this Contractor pursuant to a Notice to Proceed under this Contract. Therefore, the above time frames may be extended by the Engineer, if necessary, to accommodate such notice as is required by any affected railroad, subject to Contractor's obligation to attempt to negotiate a more favorable time frame with the railroad.

10. TIME PERIOD OF CONTRACT

The Contract shall terminate seven-hundred-thirty (730) Days after the date of the Notice to Proceed for the first location, or when the value of Work completed equals the Contract price, whichever is earlier. Furthermore, the Commissioner reserves the right in his/her sole discretion to renew this Contract for up to seven hundred-thirty (730) additional Days at the same terms, conditions and prices as stated provided the Contractor is given thirty (30) Days prior to the expiration of the term.

11. WORKING HOURS

The Engineer reserves the right to reassign a crew to another location for the remaining hours of their shift (8 hours/shift). The Contractor shall perform the Work at designated job during normal working hours. If the Contractor is directed by the Engineer to shorten its working hours due to traffic or other requirements, the Contractor will be paid for actual hours worked for each trade. However, the Engineer determines starting time for each particular job with no additional cost to the City. Reimbursement will be made only if additional costs as per union agreements are generated solely by the Engineer's decision to adjust the starting times.

Normal commuting time to and from the job Sites for all workers and daily required equipment to perform their day to day work shall be considered as overhead. All workers commuting directly to the job Site shall report to Work location as per their scheduled work shift.

If the Contractor's work force is unable to function productively due to equipment breakdown, delay in material deliveries, etc., their time will not be considered chargeable to the Contract.

It is the Contractor's responsibility to maintain all equipment in working conditions including filling gas/diesel and servicing them regularly.

The Contractor will not be paid for any holiday during which the Contractor does not perform Work, except when the Work period at any location occurs both immediately before and immediately after a holiday and the Contractor or subcontractor, due to union requirements, must pay for that holiday.

In the event of an emergency condition whereby Work required under this Contract cannot be performed within the required time, the Engineer reserves the right to assign such Work to others.

As required at the sole discretion of the Engineer, the Contractor will provide a field foreman or general supervisor for supervising and co-ordination between the

City and various working crews. The field foreman and/ or general supervisor's billing rate is subject to the Engineer's approval.

During the Winter Shut Down period, or any period of shut down/layoff, no payment will be made for any idled equipment and personnel. At the Contractor's option, the Contractor may demobilize equipment for use on another project but must have it restored to the job Site as before when the shutdown period is ended. However, for this purpose no demobilization or remobilization costs will be reimbursed.

The ordering of materials, the renting of equipment, the processing of the payroll, etc., shall be the responsibility of the Contractor's management personnel whose services and cost shall be included in the Contractor's overhead.

12. HOLIDAY EMBARGO

A Holiday Embargo is in effect for the Holidays (as determined by the New York City Office of Payroll Administration) with the following provisions:

When a Holiday falls or is observed before or after a weekend, the Contractor will not be allowed to close any lanes in either direction on the bridge from noon on the last business day to 6 AM on the following business day at which time the original stipulations are once again in effect. The holidays included under this restriction are as follows:

> **New Year's Day, Memorial Day, Independence Day, Labor Day, Christmas Day and Thanksgiving Day** (for this holiday, the restriction begins on Wednesday noon and extends to Monday at 6 AM).

When a holiday falls midweek (Tues., Wed. or Thurs.) or on a Sunday (and is observed on that day), Contractor will not be allowed to close any lanes in either direction on the bridge from noon on the prior business day to 6 AM on the following business day at which time the original stipulations are once again in effect. The holidays included under this restriction are as follows:

> **New Year's Day, Independence Day, Christmas Day, Mother's Day**.

A special embargo is in effect for the following holidays: **Eve of Jewish New Year, Eve of Yom Kippur, Eve of Passover**. No land or ramp closures may occur on bridges affecting the Brooklyn-Queens Expressway or the FDR Drive from 1:00PM to sundown.

Work cannot be performed during the New York City 5 Boroughs Bike Tour and the New York City Marathon, unless granted special permission by the New York City Department of Transportation, Office of Construction Mitigation and Coordination.

13. SUPERINTENDENT

The Contractor shall have a fully competent superintendent in charge of the Work at the Site and at all times while the Work is being performed. The Contractor's superintendent or its designee must also be present whenever the Work is being performed by a subcontractor. The superintendent or any other Contractor employee shall be removed forthwith if NYCDOT or its designated representative deems such individual to be careless or incompetent. Any labor cost, or such other direct or indirect cost associated with the superintendent's employment or deployment at the Site, shall be deemed by the Contractor to be part of its overhead cost. NYCDOT will not pay for the superintendent as a separate cost. The Contract price includes this role.

14. EXISTING DIMENSIONS

The Contractor shall verify and shall be responsible for the accuracy of all dimensions and elevations of the Site and existing structures indicated on the plans and shall call the attention of the Engineer to any errors or discrepancies that may be discovered therein. The Contractor shall have no claim for damages that may result from following an error in regard to aforementioned dimensions and elevations indicated in the Contract Documents, including but not limited to any drawings issued by NYCDOT after Contract award.

15. RESPONSIBILITY OF CONTRACTOR FOR PLANT AND METHODS

The plant, equipment, scaffolding, methods, appliances and procedures shall be provided in a manner to ensure a satisfactory quality of Work, safe and adequate means for inspection, and a rate of progress which, in the opinion of the Engineer, will ensure the completion of the Work within the time specified. If at any time before the commencement or during the progress of the Work, or any part of it, such plant, equipment, scaffolding, methods or appliances appear to the Engineer to be unsafe, inefficient or inadequate for securing the safety of the workers, structure, the quality of Work and the rate of progress required, he may order the Contractor to increase its safety and efficiency or to improve its character and the Contractor shall comply with such orders. The failure of the Engineer to make such demands shall not relieve the Contractor from its obligation to secure the safe conduct, the quality of Work and the rate of progress required by the Contract. The Contractor alone shall be responsible for the safety, efficiency and adequacy of his plant, equipment, scaffolding, appliances and methods.

16. EQUIPMENT

Prior to mobilizing at any Work Site, the Contractor must submit to the Engineer a “REQUEST FOR APPROVAL OF EQUIPMENT AND LABOR” form “**B**” for the resources he intends to use at that Site. The Engineer’s approval of the request will provide the basis for the reimbursement for equipment.

Equipment, other than small tools, used by the Contractor shall be of suitable size and suitable capacity required for the Work to be performed. If the Contractor elects to use equipment of a higher rate than the equipment suitable for the Work, payment will be made at the rate applicable to the suitable equipment.” The equipment actually used and the suitable equipment upon which the rate is based will be recorded in MURK form. Usage will be recorded in hours to the nearest half hour. The Engineer will verify the suitability of the equipment. If there is a differential in the rate of pay of the operator of oversize or higher rate equipment, the rate paid for the operator will likewise be related to the suitable equipment.

Any equipment used only for receiving delivery material or moving storage material shall not be paid.

The maximum cost reimbursement for non- operating Contractor-owned equipment (e.g. scaffolding, sheeting systems, road plates, etc.), shall be limited to the purchase cost of the equipment minus its salvage value.

For reimbursement purposes, a shift is defined as the same crew and equipment being used for the work even if it exceeds 8 hours.

The Contractor shall stockpile and store materials, equipment, debris, etc. at each work location at his own expense. Any daily to-and-from transport shall be considered as overhead as shall any and all costs incurred with **field** storage such as steel containers, parking and lot fees, security guard services, extended insurance coverage, etc.

Contractor is responsible for safety of the workers and provide them with PPE (Personnel Protective Equipment) and safety training. All PPE & safety training related to work shall be considered as overhead.

approval of the request will provide the basis for the reimbursement for equipment.

FORM – B

REQUEST FOR APPROVAL OF EQUIPMENT & LABOR

Bridge: _____ BIN: _____

Flag Numbers: _____

For use on the above work, the following Equipment and Labor is requested:

EQUIPMENT

--	DESCRIPTION	#	NOTES

LABOR

--	CLASSIFICATION	UNION	#	NOTES

Requested by: _____ **Approved by:** _____

Contractor: _____ **RE:** _____

17. EXTENT OF LABOR AND EQUIPMENT

The Engineer reserves the right to reduce or increase the Contractor's Work force and/or the size or quantity of the Contractor's equipment, if they are deemed excessive or inadequate for the execution of the Work.

18. BASIS OF PAYMENT

The basis of payment for all services rendered under this Contract shall be the actual, reasonable and verifiable cost of labor, materials, reimbursable equipment, services, and subcontract work as further clarified herein below, equal to the sum total of all invoices submitted by the Contractor, as approved by the Engineer, plus a fixed percentage for overhead and profit.

When value of Work completed equals to the Contract amount, then the additional Work payment shall be paid at a fixed percentage for overhead and profit as per original bid markup percentage until the end of the Contract Term.

a. Labor

Necessary labor costs include wages, supplemental (fringe) benefits, payroll taxes (subject to statutory wage caps) and Workers Compensation insurance. The City will not approve wages less than or greater than the prevailing wages.

The maximum allowable labor cost shall be restricted to the field position of General or Field Foreman, who shall be actively engaged in the execution of work. Any labor costs for higher titled personnel engaged in the work, including Superintendent, shall be considered as overhead. All Foremen and Superintendents shall speak English.

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 applicable class Loss Cost (LC) and carrier's Loss Cost Multiplier (LCM) approved by New York State Department of Finance Services, and with the exception of experience rating, rate modifiers as promulgated by the New York Compensation Insurance Rating Board (NYCIRB).

The Contractor shall submit a copy of Workers' Compensation (WC) insurance policy. For Contractors that obtain Workers Compensation insurance through a pooled fund or similar arrangement, the Contractor shall supply documentation from the Contractor's insurance carrier detailing the rate and basis for application.

When the Contractor has non-union personnel and is paying their supplemental benefits in cash, acceptable evidence of payment must be provided. No reimbursement will be paid for employer taxes paid on these supplemental benefits.

No reimbursement will be made for travel, lodging, bonuses, commute to/from the site, or other similar payments made to workers.

b. Materials

The Contractor will be reimbursed for the costs of necessary materials, including transportation to the Site and sales taxes for materials not permanently incorporated into the Work.

Sales taxes are only paid on temporary materials. Materials that are incorporated into the permanent Work are not subject to sales taxes.

Materials will be measured as actual quantities delivered and used. Any excess, unused and/or items returned to the supplier or kept by the Contractor will be excluded from reimbursement.

A reasonable salvage credit will be determined by the Engineer in coordination with the Contractor for any substantial salvageable material recovered. Materials purchased from an affiliated company and used in either temporary or permanent Work shall be billed at a competitive price. Contractor shall obtain at least three quotes from available suppliers and the Engineer shall approve the price prior to purchase of materials from an affiliate.

Material acquired by direct purchase shall be documented by bills or acceptable invoices. All prices on used material incorporated in either temporary or permanent Work shall be billed at a fair and reasonable price.

c. Equipment

The cost of any equipment owned or rented by the Contractor and used in the contract, the Contractor will be reimbursed for the product of the hours of actual use, multiplied by seventy-five percent (75%) of monthly rental rate 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), divided by 176, multiplied by the regional adjustment factor and then multiplied by the rate adjustment factor for the equipment model year. The reasonable rental value (using the formula below) is deemed to be inclusive of all operating costs except for fuel/energy consumption and equipment operator’s wages/costs. For equipment required to be present, dedicated exclusively to the Contract and not used on the task order Work that day, the Contractor will

be reimbursed for the product of the non-operating hours (standby hours) in the shift at one-third (1/3) of the hourly standby rate.

a. In-Use rate

   75% x [(monthly rental rate in Blue Book x (regional adjustment factor) x (adjustment factor for model year))]/176 = Hourly In-use Rate

b. Standby rate

   1/3 x [(monthly rental rate in Blue Book x (regional adjustment factor) x (adjustment factor for model year))]/176 = Hourly Standby Rate

Fuel costs shall be reimbursed based on actual verifiable costs of fuel consumption of each equipment used in the Contract or, in the absence of auditable documentation, the following fuel consumption formula per operating hour: (.035) x (HP rating) x (Fuel cost/gallon). Fuel costs for pick-up trucks shall be reimbursed based on a consumption of five (5) gallons per shift. For attenuator truck used for traffic purposes, fuel will be reimbursed at two (2) gallons per hour of actual use.

For multiple shift utilization, reimbursement shall be calculated as follows: first shift shall be seventy-five (75%) percent of such rental rates (net of regional adjustment and adjustment for model year) and ; 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.

Any equipment not covered in the Blue Book or requested equipment rate not provided by Blue Book will be classified as “Specialized Equipment”, and will be paid for at a rate as determined by the Engineer. Engineer may ask for up to three quotations from the specialized equipment rental company/vendors. The minimum rental term available should be considered. Contractor will be paid 5% of invoice price to cover overhead and, profit.

For equipment without an operator that is designed to operate on a continuous long-term basis, such as portable variable message sign (PVMS), etc., the Contractor will be reimbursed up to 75% of Blue Book monthly rate per month.

All generators of 12500 watts or less, traffic cones, traffic barrels, Lane Closure Signs, wheelbarrows, rain gear, trailers for the Contractor's own forces and facilities, powered and non-powered tools (drills, jack hammers, bits, hoses. electric cables, rivet busters, impact wrenches, spotlights, electric/gas saws, burning outfits, paint brushes, concrete vibrators, any and all minor scaffolding for general set up, tarpaulins, other small tools, etc.) shall be considered as overhead.

d. Services

All necessary construction-related service fees shall be billed at a fair and reasonable price and must be substantiated by invoices and other document as proof of delivery/acceptance of such service.

e. Overhead and Profit

The Contractor will be reimbursed with Bid % for overhead and profit for labor, materials and equipment.

Overhead costs shall include insurance (*including* liability and property damage, and *not including* Worker's Compensation insurance and unemployment insurance), contract bonds and permits. Management, administrative and clerical costs shall be considered overhead.

Overhead & Profit on Workers' Compensation insurance will be limited to 5% not to exceed contractor's bid % for labor.

No percentage for overhead and profit will be allowed on payroll taxes or on the premium portion of overtime pay or on sales and personal property taxes.

f. Subcontractor

Payments for subcontract work based upon Negotiated Lump Sum or Unit Prices will be paid for at the contracted prices as invoiced to and approved by the Engineer and shall be at sole discretion of the city.

Payments for subcontract work based upon Time and Materials will be the actual cost to the subcontractor for labor, materials, equipment and services computed in accordance with the Special Provision no. 16 and 18 (item a to d) above, plus 12% overhead and 10% profit. The Contractor will be paid five percent (5%) of the subcontractor cost to cover their administrative cost.

All subcontract work shall be approved by the Engineer prior to start of the work. The Contractor shall provide the Engineer a copy of contract/agreement.

g. Procurement of goods and services

For any material and service in excess of $25,000 the Contractor shall obtain at least three (3) quotes from available suppliers and the Engineer prior to purchase shall approve such costs. If there are less than three available suppliers of such necessary material and services, the Contractor must be able to demonstrate to the satisfaction of the Engineer that he obtained the material by the most competitive means possible. The Engineer shall determine that the price submitted is fair and reasonable.

For material and service purchased from an affiliate, the Contractor shall provide the Engineer three quotes from other suppliers to determine that the price is competitive and is fair and reasonable.

h. Others

Certain structures to be repaired may fall within the jurisdiction of the various Railroads owning agencies and may thus require the services of railroad flagmen and the procurement of additional insurance as required by the Railroads. In these instances, the Contractor will provide railroad force account whenever directed by the Engineer.

The City will directly reimburse the Contractor for the costs of all necessary insurance coverage and flagmen service required by the Railroads with no mark up on the cost. The Contractor shall provide all other protective measures as required by the Engineer, the costs of which will be included for payment under this contract.

In the event that the City cancels the work, for any reason, including but not limited to inclement weather, the Contractor shall be responsible for complying with all trade union rules and regulations associated with such cancellation. Other costs associated with compliance to this section, including equipment costs, will be considered as Contractor's overhead.

19. PAYMENT SUBMISSIONS

Each monthly request for payment from the Contractor shall contain all necessary payroll sheets and material and equipment invoices substantiating each payment item. Each payment request shall contain one (1) original and three (3) copies and shall be submitted within thirty (30) Days.

20. NIGHT WORK

When the Contractor performs Work at night, the Work Site shall be illuminated to an intensity required by applicable regulations, in accordance with NYSDOT Standard Specifications, Section 619-3.19. In addition, for the purpose of inspection by the Engineer, the Contractor shall provide satisfactory lighting of an intensity of 500 lux (50 foot candles) over any area designated by the Engineer.

21 COMMUNICATION RADIOS - TRAVELING PLATFORM

In order to safeguard the passage of vessels under the Brooklyn, Manhattan, Williamsburg and Queensboro Bridges, which utilize traveling work platforms, the

Contractor shall, at all times during his use of any of these platforms, provide each platform operator with a portable VHFFM radio capable of receiving and transmitting on 156.65 MHZ (Channel 13). In this way, mariners can determine the location of each platform just prior to committing their vessels to a specific course of action.

22. DEPARTMENT STANDARD DRAWINGS (NEW YORK CITY)

Reference is made in the Contract Drawings and these Specifications to certain Standard Drawings of the various New York City Departments. Copies of these Standard Drawings are available at the various City Agencies

23. LIQUIDATED DAMAGES

NYCDOT and the Contractor recognize that time is of the essence in this Contract and NYCDOT will suffer financial loss if the Work is not fully complete within the Date of Completion or Substantial Completion date specified in the Contract Documents, including Task Orders or Work Orders, plus any extensions thereof allowed.

If a Substantial Completion date or Date of Completion is provided by NYCDOT for a Task Order or a Work Order and the Contractor fails to perform the Work within the Substantial Completion date or the Date of Completion, NYCDOT and the Contractor agree that NYCDOT may assess liquidated damages, which shall not be deemed a penalty, for delay in performance in the amount stipulated in Schedule A of the Contract.

24. RESTORATION OF DAMAGED AREAS

Restoration of all areas designated by the Engineer for Site storage and managed by the Contractor in a careful manner will be reimbursed as determined by the Engineer. Other areas not approved by the Engineer that are damaged by the Contractor shall be restored by necessary paving, backfilling, grading, seeding, mulching or planting at no cost to the City.

25. DAMAGES IN CONTRACTS OVER RAILROAD

In addition to liquidated damages set forth in Schedule A (Part C), the Contractor shall also pay to the City any additional Railroad Force Account costs which the City incurred arising out of such delay.

26. RAILROAD PROTECTIVE LIABILITY INSURANCE

In a case that it is required and if directed by the Engineer, the Contractor must obtain Railroad Protective Liability Insurance in accordance with the requirements of this Contract and with the railroad requirements (see APPENDIX A to E) included in this Contract prior to starting any Work involving the railroads. The Railroad Protective Liability Insurance shall include coverage for Supervision Personnel (REI Consultant) and Construction Support Personnel (CSS Consultant).

27. RAILROAD PROVISIONS

The Contractor shall verify the applicability and completeness of the railroad general requirements attached with this Contract.

- **APPENDIX A:** Metro – North Railroad Requirements
- **APPENDIX B:** Long Island Railroad Requirements
- **APPENDIX C:** NYC Transit Requirements
- **APPENDIX D**: AMTRAK Requirements
- **APPENDIX E**: CSXT Requirements

28. EMERGENCY CONTACT PERSON

The Contractor shall designate someone to be available to respond to emergency calls twenty-four hours a Day, seven Days a week, for the duration of the Contract. The name of the person and the telephone number at which he/she can be reached at any time shall be given to the Engineer and all police and fire department agencies in the area. Such person shall have full authority and capability to mobilize forces promptly, as required, to respond to an emergency and protect the public. The Contractor shall be responsible to keep such information current.

29. MANUFACTURER'S WARRANTIES

All manufacturer's warranties or guarantees on equipment, materials, or products purchased for use on the Contract which are consistent with those provided as customary trade practice shall be obtained by the Contractor. Upon acceptance of the Contract, the Contractor shall assign to the NYCDOT, or the agency or authority having jurisdiction over the facility, all manufacturers' warranties or guarantees on all such equipment, material, or products furnished for and installed on the Contract.

The Contractor shall warrant the satisfactory in-service operation of the electrical and mechanical equipment and products and related components. The Warranty shall extend for a period of not less than one (1) year following the date of Contract acceptance.

30. ACCESS FOR INSPECTION

The Contractor shall provide access for the Engineer to inspect the entire structure to determine the need for additional Work and to inspect all Work indicated on the Contract Documents, or any drawling issued by NYCDOT after Contract award.

The means of access shall be available for the use of the Engineer for at least six normal working hours prior to the start of the Work at each location to allow the Engineer to make a detailed inspection, with the Contractor, of the existing conditions. For items of Work requiring shop drawings, the access shall be provided prior to the submission of the shop drawings. The means of access shall continue to remain available for the use of the Engineer until the completion of final inspection.

31. SAFE LOAD ON STRUCTURES

When required by the Engineer, the Contractor shall retain the services of a licensed New York State Professional Engineer to evaluate and study the condition of the existing structure and to determine the type, size, and weight of vehicles and equipment that can be supported by the existing structures during construction. The findings of the Licensed Professional Engineer shall be submitted in writing to the Engineer for review.

The Contractor shall obtain the approval of the Engineer before any loads are placed on the existing bridge structures. Approval by the Engineer shall in no way relieve the Contractor of its responsibility to fulfill the above requirements.

32. DUST CONTROL

During the progress of the Work under this Contract, the Contractor shall be required to furnish and apply water and/or calcium chloride for the purpose of allaying dust conditions. Materials to be used, area to be covered, and time and rate of application shall be as directed by the Engineer. Equipment used shall be capable of a uniform application over the surface to be covered. There will be no separate measurement or payment for this work, but the cost thereof will be included in the other various items of Work.

33. NOISE CONTROL

Pursuant to the provisions of Section 24-222 of the noise control code:

1. The permissible hours of Work under this code shall be on weekdays from 7:00 AM to 6:00PM. Where operations require Work to be performed other than during the hours specified above, the Contractor shall obtain the necessary variances to the noise control code from the appropriate Agencies of the City of New York.

2. Prior to submission of the construction timetable and as construction progresses, the Contractor shall consult with the Engineer to ascertain the location and nature of all noise sensitive establishments such as schools, churches, hospitals, within the Contract limits. The Contractor shall then make every reasonable effort to minimize interference with these activities from its operations.

3. Regulations promulgated pursuant to Section 24-216 after the bid opening for this Contract, shall not alter its terms, conditions, and specifications.

34. COORDINATION WITH UTILITIES

All known public and private utility lines within or adjacent to the site of the work are shown based on the best available information in their existing approximate locations on the Contract Documents. The Contractor is cautioned that these locations are neither guaranteed nor is there a guarantee that all such lines in existence have been shown on the Contract Documents. The Contractor shall so conduct its operations as to prevent damage to such facilities. The Contractor shall make such explorations as may be necessary to determine the dimensions and locations of lines that may be subject to damage.

Where existing utilities are located within the Contract limits, the Contractor will be required to give the proper Divisions and the various owning companies at least 72 hours' notice before doing any Work, in accordance with New York State Industrial Code Part (Rule No. 53), relating to construction, excavation and demolition operations at or near underground facilities.

The Contractor shall satisfy itself as to the exact location of utility lines and shall protect and support in a suitable manner all utilities encountered in its excavating and trenching operations. If the nature of the damage is such as to endanger the satisfactory operations of the utilities and the necessary repairs are not immediately made by the Contractor, the Work may be done by the respective owning companies and the cost thereof charged against the Contractor.

35. EXISTING DRAINAGE, WATER AND SEWER FACILITIES AND GAS OR STEAM PIPES

All existing drainage structures, or any other structure, to be removed or abandoned, shall be broken up to a depth of at least 2 feet (0.6 meter) below finished subgrade and filled with thoroughly compacted material except as shown on the Contract Documents.

All castings from such structures shall become the property of the Contractor and shall be removed from the Work Site, except where removing and resetting castings or removing and storing castings are specifically called for, or unless otherwise directed by the Engineer.

When any Work being done under this Contract intercepts or affects any existing drainage, water or sewer pipe or appurtenance that is in use, whether shown on the Contract Documents or not, the Contractor, when directed by the Engineer, shall relocate, extend, re-connect, alter or repair it as necessary to keep it in proper working order. The cost of furnishing all labor, materials and equipment necessary to satisfactorily complete the Work will be reimbursed.

If the intercepted or affected drainage, water or sewer pipe or appurtenance is no longer in use, it shall be removed, broken up, disconnected, capped or plugged as ordered by the Engineer.

36. ENCROACHMENT

The Contractor is responsible for all inquiries, searches and protective measures associated with any subsurface, surface or overhead lines (water mains, sewers, gas mains, electrical lines, fire lines, telephone lines, etc.), in the Work Site.

37. STORE

As ordered by Engineer, at no additional cost to City the Contractor shall rent, lease, or purchase a storage area contiguous to the Work, where removed and stored materials shall be placed. The storage area shall be open to New York

City forces designated to remove salvaged items from Site. Utilization of street property of New York City for storage purpose is not allowed unless written approval is given by the Engineer. The accumulated garbage shall be disposed by the Contractor as per required standard at the Contractor's sole cost and expense.

38. VERTICAL CLEARANCE

The Contractor shall verify elevations and clearances from the construction benchmarks prior to erecting scaffolding or protective shields to ensure that the minimum vertical clearance will be maintained.

39. SCHEDULE OF OPERATIONS

It shall be the Contractor's responsibility to coordinate its Work with other Agencies and/or Other Contractors before any Work is commenced.

Scheduling of construction operations for specific locations as directed by the Engineer is the responsibility of the Contractor. Therefore, the Contractor shall determine the most feasible system of operations to commensurate with its abilities and submit a schedule of operations along with the proposed system of operations as required by the General Provisions and the Contract Documents. The system of operations selected shall be subject to approval by the Engineer. The system of operations shall be submitted to the Engineer to assure adequate planning and execution of the Work, to assist the Engineer to appraise the reasonableness of the proposed schedule and to evaluate the progress of the Work.

The Contractor's schedule shall reflect the most logical time estimate based on the Contractor's ability to complete the Project quickly and efficiently. The schedule shall include, at a minimum, the following:

A. sufficient number of detailed construction activities necessary to fully describe the various stages of construction at the bridge Site.

B. Construction and administrative activities performed by others which are necessary to support the Contractor's activities shall be shown, including activities performed by the various utility companies and railroads.

C. Requirements for Work to be performed beyond the normal workday and Work to be performed on Saturdays, Sundays and holidays.

D. A scheduled time for completion of each stage of construction.

E. Lead time for submittal and approval of samples of materials and shop drawings.

F. Lead time for fabrication of materials.

The Contractor shall modify the schedule as field conditions or construction activities warrant, or as ordered by the Engineer, and provide revised copies of the schedule that reflect the current status of construction activities and projected activities.

Contractor shall perform the Work in accordance with the sequence of construction shown in the contract plans, unless Contractor can prove, to the satisfaction of the Engineer that an alternate sequence of construction can result in an increase in the efficient completion of the Work. Such alternate sequence shall not increase the contract price or result in an additional cost to the City.

40. NEW YORK CITY REQUIREMENTS TO PREVENT OVERLOADING OF CRANES DURING CONCRETE PLACEMENT OPERATIONS

A. Each concrete bucket shall be labeled with a metal tag welded to the bucket which shall indicate the capacity of the bucket in cubic meters and shall also give the maximum permitted combined weight of the bucket and concrete in kilograms when the bucket is filled to capacity.

B. Buckets which, when filled to capacity, exceed the allowable load on the crane shall not be permitted to be used.

C. Any concrete placement operations which do not comply with the above requirements shall be issued stop work orders by the Engineer.

41. LEGAL LOADS

These requirements supplement those of Section 104-08 and 105-12 of the NYSDOT Standard Specifications and are intended to immediately and effectively prohibit the hauling of materials to or from the Contract Site in hauling units which exceed the legal load limits without proper authorization. This legal load limitation also applies to all hauling units and construction equipment operating within the Project limits on any pavement of structure to be retained in the completed Work. This Special Provision does not apply to vehicles and construction equipment operating solely within the Project limits and which do not operate on structures or pavement courses which are to be retained in the finished Work.

All bidders are cautioned to reflect in the bid prices the cost of operating all affected hauling units and construction equipment within the legal load limitations, including the cost of operating presently owned equipment at less

than full vehicle capacity as well as the costs involved in mobilizing, leasing, or purchasing new equipment.

No waivers shall be granted for off-site operations or deliveries. This may require the use of existing concrete, blacktop, or aggregate delivery units at less than optimum loading capacity. Such units may be used only to the extent that their partial loading is within the legal load limitations and conforms to other materials specifications requirement.

42. SALVAGE - LIGHTING STANDARDS AND LUMINAIRES

All existing lighting standards, luminaires, and under bridge luminaires scheduled for removal are to be carefully removed from the structure, salvaged, and stored at the Site in a manner acceptable to the Engineer either for pickup by New York City, or shall be delivered by the Contractor to a City owned yard, or shall become the Contractor’s property, as directed by the Engineer.

43. SHORING OF EXISTING STRUCTURES

No Work shall be done on any portion of the existing structure which requires shoring until said portion has been shored sufficiently to carry the loads imposed on it. The method and procedure of shoring and temporary supports required shall be developed by a Licensed Professional Engineer retained by the Contractor. Such method and procedure for shoring shall be submitted to the Engineer for review and approval.

44. PARKING OF VEHICLES

Private vehicles owned by the Contractor, or its employees shall not be parked on the sidewalk, or any other areas deemed by the Engineer to be hazardous. Contractor or his employee shall not be permitted to park their vehicle over night at any DOT facility/yard.

Parking for its employees' private vehicles shall not be permitted within the limits of the roadway closure. Parking for its employees' private vehicles in the adjacent community is limited. If in the judgment of the Engineer the Contractor's employees' parking creates an adverse impact on the community, the Engineer shall direct the Contractor to prohibit it. The Contractor shall be responsible to find suitable parking or alternate transportation for its employees so that there is no adverse impact on the community at the direction of the Engineer. The cost for alternate parking and/or transportation shall be borne totally by the Contractor at no additional cost to the City.

45. CONTRACTOR'S NEW YORK CITY TELEPHONE TIE-LINE.

A Contractor whose main office is located outside New York City shall provide and maintain a tie-line telephone connection to the Contractor's main office throughout the Project at the sole expense of the Contractor.

46. FALL PROTECTION REQUIREMENTS

This Project includes Work that may require exposure of workers to risks associated with elevated work locations. By issuance of this Special Note, Contractors are on notice that the provision of fall protection for all workers, in full compliance with OSHA Part 1926, is mandatory on this Contract. The Contractor is further placed on notice that the proposed procedures to meet the fall protection requirements must be identified in the Project Safety and Health Plan, which shall conform to Section 107-05 of the NYSDOT Standard Specifications requirements.

The requirements of all applicable OSHA regulations notwithstanding, the minimum fall protection requirements on this Project shall include the following:

1. All fall protection systems must meet the requirements of OSHA Part 1926, Subpart M and Subpart E.

2. For situations where lifelines are interrupted, double lanyards are necessary to ensure that the worker is continuously protected from falling by attaching one lanyard ahead of the discontinuity prior to unhooking the trailing lanyard.

3. Ladders or stairways are required at all points of personnel access where there is a change in elevation of 19 inches (483 mm) or more, and no ramp, runaway, sloped embankment or personnel hoist is provided. These devices must meet the requirements of OSHA Part 1926 Subpart X. Climbing on forms, false work, or the structure to gain access to Work areas is expressly prohibited. However, it is not intended to prohibit the use of ladders for access to work areas, provided the operation is in compliance with OSHA Part 1926 Subpart X and other relevant requirements.

4. Where scaffolds are necessary to provide temporary access to Work areas, they must be in compliance with OSHA Part 1926, Subpart L. Scaffolds must include a top rail, mid rail, and toe board in compliance with Subpart L. When required by 1929.451(g), personal fall arrest systems must meet the criteria of Part 1926 Subpart M. In addition, the provisions included in §1926.451(g) for fall protection during installation and dismantling of scaffold systems shall be observed on this project at all times.

5. Suspended scaffolds may be used for bridge painting or other purposes only if personnel lifts, scaffolds, or other means are not practical, and only if they meet the requirements of OSHA Part 1926, Subpart L. Specifically, the scaffold must be secured to the suspension cables at all times. All personnel working on a suspended scaffold must be provided fall protection in compliance with OSHA Part 1926, Subpart L. The anchorage for any fall protection system must be independent of the suspended scaffold.

6. Fall protection is required for open sides or ends of floors or bridge decks, and for openings in floors or bridge decks, as required in OSHA Part 1926 Subpart M. In no case shall a height of fall 6 ft (1829 mm) or greater from the side, end, or opening in a floor or bridge deck remain unprotected.

7. All workers in approved personnel aerial lifts must use a personal fall arrest system meeting the criteria of OSHA Part 1926 Subpart M, with landyard attached to the boom or basket, as required by OSHA § 1926.453 (b)(2)(v).

8. Because falls from structural members constitute a serious and clearly recognizable hazard, fall protection from all steel or concrete beams and other structural elements must be in place prior to erection to provide fall protection for workers involved in the initial erection and in subsequent operations until the deck forms are in place. This fall protection shall consist of personal fall arrest systems, safety nets or other means meeting the requirements of OSHA Part 1926 Subpart M. During the initial connection of structural elements, workers exposed to moving members shall be required to tie off only if they are not exposed to a greater risk from the moving member. Initial connection is defined as that period during placement or removal of structural members when the member is supported by a crane or other lifting device.

9. During the installation of bridge deck forms, either wood or stay-in-place corrugated metal (SIP), all workers must be protected from falls 6 ft. (1829 mm) or greater in height by means of personal fall arrest systems, safety nets, guardrail systems, or other means meeting the requirements of OSHA Part 1926 Subpart M. If the Contractor can demonstrate that using one of the conventional fall protection systems described in Subpart M would create a greater safety hazard or is infeasible, i.e. impossible to construct or would prevent the performance of the required work, an alternate system may be used. The Contractor must develop and implement a written fall protection plan meeting the requirements of § 1926.502.

10. Instances in which it is impossible to provide fall protection for workers are rare. Where an individual worker must rig the fall protection system, and it cannot be accomplished from an aerial lift or by tying-off to the existing

structure, momentary exposure to a fall hazard may be unavoidable. Likewise, ironworkers making initial connections during steel erection or removal may at times not be able to tie off, or otherwise be protected because they need to remain mobile. It is essential that adequate planning of construction procedures minimize such occurrence of unprotected exposure to fall hazards. It is equally essential that the fall protection systems utilized actually enhance safety, rather than creating a secondary hazard.

The following list summarizes commonly encountered situations where fall protection is required, heights at which it must be provided and OSHA references for that requirement.

Situation	Height requiring fall Protection	OSHA Reference
Scaffold	10 ft. (3048 mm)	1926.451(g)(1)
Impalement Hazard	Any exposure	1926.20(a)(1);P.L. 91- 596 §5(a)(1)
Bridge Decks, unprotected sides & edges	6 ft. (1829 mm)	1926.501(b)(1)
Bridge Decks, form Installation	6 ft (1829 mm)	1926.501(b) (2)
Steel Bridges - initial connections	10 - 25 ft. (3048 - 7620 mm)	NYSDOT requirement
Steel Bridges - initial connections above 25 ft	25 ft (7620 mm)	1926.750(a)
Formwork and Reinforcing Steel	6 ft (1829 mm)	1926.501(b)(5)
Precast Concrete Erection	6 ft. (1829 mm)	1926.501(b)(12)
Ramps, Walkways, and Runways	6 ft. (1829 mm)	1926.501(b)(6)
Aerial Lifts	All situations must satisfy criteria in	1926.453(b) (2) (v); 1926.502
Ladders	Varies	1926 Subpart X
Holes and Floor Openings	6 ft. (1829 mm)	1926.501(b)(4)
Dangerous Equipment	All situations	1926.501(b)(8)
Any situation with potential	Any height	1926.20(a)(1);

for tripping, impalement or other severe hazard		1926.28(a); P.L. 91-596 §5(a)(1)

47. RODENT/PEST CONTROL

Rodent Control will be performed in accordance with NYSDOT Special Specifications items:

Item 634.90030011 – Rodent and Vermin Control – Initial Survey, Baiting and Sanitation

Item 634.90040011 – Rodent and Vermin Control – Maintenance Program

The Contractor shall notify, in writing, three (3) weeks prior to the start of construction:

New York State Department of Environmental Conservation ("NYSDEC")
DMM, Bureau of Pesticides Management
625 Broadway
Albany, NY 12233-7257
Phone: 518-402-8768
Email: Ppr@dec.ny.gov

Notification shall include area of Work, the name of the pest control company, and the name and phone number of the pest control representative.

48. REMOVAL OF EXISTING STEEL/HANDLING OF EXISTING PAINT

Unless otherwise noted by the Contract Documents, the Contractor shall assume that all existing steel structural elements and utilities both on the bridge and within the Project limits contain lead- based paint. This pertains to non-encased steel and steel that is encased within concrete and/or other material.

Therefore, all paint removal waste resulting from the Contractor's demolition and removal of the existing encased (and non-encased) steel shall be treated, handled and disposed of as hazardous waste in accordance with all applicable Federal, State and Local rules and regulations and requirements of Section 832 (See APPENDIX I)

The Contractor shall plan and execute his demolition/ removal operations in accordance with NYSDOT Standard Specification Section 202-3.05

49. PROTECTING WORKERS FROM LEAD AND MATERIALS CONTAINING LEAD (PAINT)

The paint coating on the structures in this Project contains lead. Lead is a toxic metal capable of causing damage to the nervous system, kidneys, bones, heart, and reproductive system.

The Contractor is alerted to OSHA requirements for worker lead protection included in 29 CFR1926.62. Additional OSHA requirements including Hazard Communication (29 CFR 1926.59), Safety Training (29 CFR 1926.21), and other OSHA standards must also be met as applicable. A written lead compliance program is a required component of the Project Health and Safety Plan listed in Section 10745, Subsection A, of the Standard Specifications.

The Contractor shall provide to the Engineer a written lead compliance program in full compliance with all aspects of OSHA CFR 1926.62. As a minimum, it shall address the specific issues listed in Paragraph (e) (2) of 1926.62. In addition, it shall provide detailed information describing the training and experience of the competent person who will supervise the compliance program on Site. A description of procedures to monitor worker exposures to lead and the proposed medical monitoring program shall be provided. If respirators are to be used to protect workers from lead exposure, a written respirator program shall be provided. In addition, the Contractor's written Hazard Communication Program and worker lead training program shall be included.

Specific operations that would likely result in worker exposure to lead include, but are not limited to the following.

- Removal of lead-based paint coatings by abrasive blasting or other procedures.
- Cleanup and removal of paint debris.
- Cleanup, relocation, and dismantling of paint removal containment structures.
- Flame cutting, heating, or welding of steel coated with led-based paint.
- Removal of bolts or rivets coated with lead-base paint.
- Any other operations that may dislodge existing coatings of lead-based paint, or subject them to abrasion or elevated temperatures.

All work in the vicinity of lead based paint will conform to **NYCDOT Section 832**

- **APPENDIX I -** SECTION 832 - SPECIFICATION FOR LEAD PAINT REMOVAL **-** WORKER/ENVIRONMENTAL PROTECTION AND WASTE HANDLING

50. REVIEW OF ENGINEERING CALCULATIONS AND DRAWINGS FOR DEMOLITION WORK

The Contractor is hereby informed that in addition to the review performed by the REI or Construction Support Services consultant, all engineering calculations and drawings for demolition work shall be reviewed by an independent outside engineer. This shall be done either through a change order to the Resident

Engineering Inspection (REI) contract or through a separate Engineering Service Agreement (ESA) assignment.

51. VIBRATION CRITERIA

The Contractor must minimize vibrations due to the construction activities. The Contractor shall govern its methods of operation, including driving of piling, such that the peak particle velocities measured from the sheet pile driving locations to the closest building shall not exceed 51 mm (2.0 inch) per second peak particle velocity for buildings. The maximum hammer energy for driving sheet piling and tiebacks shall not exceed 13,560 Joules (10,000 foot-pounds).

These criteria will be strictly enforced and the Contractor is advised that it will be required to limit hammer energy and take all measures necessary, including possible hand excavation in front of sheet piling to keep vibrations within acceptable levels. The Contractor will be required to measure peak particle velocities and transmit this information to the Engineer.

Pile driving vibration criteria shall be in accordance with the NYSDOT Highway Design Manual Chapter 9 Section 9.6.

52. BACKGROUND CHECKING OF CONTRACTOR'S EMPLOYEES FOR WORK IN ANY FACILITY OR STRUCTURE LOCATED UNDER, IN, ON OR ADJACENT TO WATERS SUBJECT TO U.S. JURISDICTION

The Contractor shall perform formal background checks of its employees and the employees of any of its subcontractors for Work in any facility or structure located under, in, on or adjacent to waters subject to U.S. Jurisdiction. The following information is required for all the Contractor's employees that require access to the Work area: name and date of birth. This information shall be submitted to the Coast Guard.

53. PROJECT SAFETY AND HEALTH PLAN

The Contractor shall perform all necessary planning, supervision, and training activities to ensure that all of the requirements of 29 CFR 1926 are fully met for all workers employed in the construction of the Contract. The Contractor shall provide to the Department prior to the start of Work satisfactory evidence that all current requirements of 29 CFR 1926 will be adequately addressed. As a minimum, the Contractor shall provide a written Project Safety and Health Plan which documents the Contractor's company policy relative to safety, and which identifies and addresses specific safety and health concerns to be encountered

on the Project. Before the Work begins and periodically throughout the Project as directed by the Engineer, the Contractor's Project supervision staff shall meet with the Engineer to review and discuss the status of safety issues on the Project. An appropriate notice shall be posted on the Project Site that the Project Safety and Health Plan is available for examination by any worker employed on the Project. As a minimum this plan shall include the following items:

- Identification of Project and company safety officers & company safety policy
- Hazardous Materials Communications Plan.
- Employee Safety Training Program.
- Procedures to address Project safety and health concerns.
- Procedures to address distraught, emotionally disturbed persons and/or homeless persons.
- Procedures for compelling worker compliance with safety and health requirements.

Certain of these items may be submitted in the format of a Company Safety and Health Program, with the Project Safety and Health Plan limited to project-specific issues.

The Contractor shall ensure that each subcontractor employed on the Project complies with this requirement. The Contractor shall provide to the Department a Project Safety and Health Plan covering all Work to be done by the subcontractor prior to starting Work. As an alternative, the Contractor may provide a certification that all activities performed by and workers employed by the subcontractor will be subject to the Contractor's Project Safety and Health Plan. Submission of the required Project Safety and Health Plan by the Contractor and its acceptance by the Department shall not be construed to imply approval of any particular method or sequence for addressing safety and health concerns, or to relieve the Contractor from the responsibility to adequately protect the safety and health of all workers involved in the project as well as any members of the public who are affected by the Project.

In accordance with NYS Labor law §220-h, all laborers, workers, and mechanics shall be certified prior to performing any Work on the Contract as having successfully completed a course in construction safety and health approved by the US Department of Labor's Occupational Safety and Health Administration (OSHA) that is at least ten hours in duration. The Contractor shall attach proof of completion to first certified payroll for initial workers, and to subsequent payrolls for new or additional workers. The Contractor shall clearly indicate on subsequent payrolls any workers not previously employed on that Project. If no proof of completion has been submitted for a worker listed on a certified payroll, the Engineer will alert the Contractor to this fact. If the Contractor cannot provide proof of completion and the worker continues to work, the Department will notify the Contractor in writing with a copy to the NYSDOL by e-mail at PWAsk@labor.state.ny.us.

54. EMERGENCY ACTIONS

Any action by the Contractor that presents a potentially imminent danger of injury to the public, a worker, or the inspection staff will be halted immediately by the Engineer, and operations stopped in accordance with §105-01 *Engineer's Authority* in the current version of the NYSDOT Standard Specifications. The Contractor's personnel shall have local emergency numbers readily available. These numbers shall include local utility, police/fire and medical assistance. In the event of an emergency, the Contractor shall evacuate all employees and endangered persons from the immediate vicinity to the best of the Contractor's ability.

55. ACCIDENT REPORTING

The Contractor shall immediately notify the Department verbally of any accident or incident that results in the death of a worker, motorist or pedestrian. The Contractor shall notify the Department in writing within 24 hours, with the details relative to any accident or incident occurring within the Project limits or is directly related to construction activity or involving any worker employed on the Project or delivering materials, equipment or supplies to the Project provided:

- The accident or incident results in the death of a worker, or (2) requires that a worker is hospitalized overnight for treatment of the injury, or (3) results in 3 or more personal injuries: or:
- The accident or incident involved a utility (overhead or underground) or:
- The accident or incident involved a motorist or pedestrian or:
- The incident was a near miss or:
- The accident otherwise meets the notification requirements of OSHA.

The Engineer will provide the Contractor with a copy of the Department accident report for any accident occurring within the Project limits or involving the Contractor's personnel, equipment or operations.

56. U.S. ARMY CORPS OF ENGINEERS

The Contractor shall verify the applicability and completeness of the Army Corps general requirements. A US Army Corps of Engineer permit may be required for this Project, if the proposed Work includes dredging or placement of fill material in the waters. Copies of relevant correspondence with the Army Corps will be included in **APPENDIX G** of the special provisions.

57. NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION

The Contractor shall verify the applicability and completeness of the NYSDEC general requirements. A NYSDEC Tidal Wetlands Permit may be required for Work performed adjacent to waterways, since no permit is required for ordinary maintenance and repair of existing functional structures.

APPENDIX G - NYS Department of State & NYS Department of Environmental Conservation

58. U.S. COAST GUARD

The Contractor shall verify the applicability and completeness of the Coast Guard general requirements attached to this Contract.

APPENDIX F - US Coast Guard Bridge Administration

59. JOB SITE SAFETY AND ACCESS

The Contractor shall be required to maintain access and protection for vehicles, pedestrians, and cyclists for the duration of the Contract, and shall maintain safeguards for the protection of persons and property. Special precautionary measures as described in these specifications shall be taken to during the demolition and rehabilitation to prevent materials from falling onto the roadway and/or side walk beneath and/or adjacent to the bridges. The Contractor shall be responsible for any damage to persons or property resulting from its Work on the Project; therefore, the Contractor shall provide suitable protective measures such as shielding, warning and traffic signs, barriers, fencing, and flaggers as needed in order to secure demolition and construction areas from unauthorized entry.

60. TOILET FACILITIES FOR CITY INSPECTION PERSONEL

Where the Engineer has determined that a specific Work Site is so located that there are no toilet facilities within a reasonable distance, he may direct the Contractor to provide a mobile toilet facility for the use of City and consultant engineer inspection personnel assigned to this project. Reimbursement will be made for the rental of such facilities.

61. COVID-19 HEALTH EMERGENCY MEASURES

The Contractor must comply with all applicable New York City, New York State and federal requirements related to construction activities, as well as all Laws, as defined in Article 2 of the Contract, including, but not limited to, executive orders issued by the New York State Governor and New York City Mayor and must, if

applicable, incorporate into its operations any measure necessary to comply with the Governor's Reopening New York, Construction Guidelines for Employers and Employees below:

- The New York State Department of Health's Interim Guidance for Construction Activities During the COVID-19 Public Health Emergency:

  https://www.governor.ny.gov/sites/governor.ny.gov/files/atoms/files/ConstructionMasterGuidance.pdf

and

- The New York State Governor's Construction Guidelines:

  https://www.governor.ny.gov/sites/governor.ny.gov/files/atoms/files/ConstructionShortGuidelines.pdf

The Contractor shall submit to New York State the requisite Affirmation of Compliance form available at: https://forms.ny.gov/s3/ny-forward-affirmation

Moreover, in furtherance of the Contractor's obligations, set forth in Articles 5 and 37, to protect workers and perform Work under conditions that are not hazardous and dangerous to the health and safety of workers, the Contractor is responsible to develop and manage any and all safety measures for the Work and the Site consistent with industry best practices, including those related to pandemics/epidemics, such as the COVID-19 pandemic. These safety measures must include, but not be limited to, monitoring all personnel for symptoms commonly associated with COVID-19, employing strategies to maintain physical distancing of the Contractor's workforce, supplying appropriate personal protective equipment ("PPE") to the Contractor's workforce, and implementing cleaning/disinfecting protocols. The Contractor is also responsible for ensuring that all safety measures are being followed by its employees, as well as its Subcontractors and Materialmen/suppliers on the Site.

The Contractor shall consider all relevant guidance, standards, directives, and orders in the development of its safety measures, including, but not limited to, guidance issued by United States Department of Labor's Occupational Safety and Health Administration, the United States Department of Health and Human Services' Centers for Disease Control and Prevention, the New York State Department of Health, and the New York City Department of Health and Mental Hygiene. The Contractor must also routinely revise/update these safety measures as necessary to reflect any revisions in the guidance contemplated in this Special Provision.

The Contractor shall include detailed provisions necessary to mitigate and minimize the risks associated with COVID-19 in its Project Safety and Health Plan which, as a minimum, shall include the following:

- Corporate Safety and Health Officer's role and responsibilities;

- Corporate program which, at a minimum, must describe the Contractor's company-wide general policies and procedures implemented both on construction sites and internally as a course of doing business in New York State during the COVID-19 pandemic;
- Site specific protocols;
- Training and education of all Contractor staff, as well as Subcontractors and Materialmen/suppliers staff members, regarding mitigating and minimize risks associated with COVID-19;
- Reporting procedures to ensure communication to supervisors on Site is timely;
- Corporate responsibilities to employees and potentially impacted Project staff;
- Self-quarantine and social isolation guidelines for Project staff who exhibit COVID-19 symptoms or have been exposed to others who exhibit symptoms associated with COVID-19; and
- When and how to seek medical attention if Contractor staff, as well as Subcontractors and Materialmen/suppliers staff members, exhibit symptoms associated with COVID-19.

The Contractor is not entitled to any additional time or any direct payments for the costs incurred in complying with this Special Provision. All time impacts and related costs shall be deemed included in the Contractor's price bid for all the scheduled Contract Items.

62. CONGESTION PRICING

The congestion pricing shall be part of the transportation cost and to be included in various bid items of bid schedule. No separate payment shall be made for the cost related to congestion pricing.

63. PRICES TO INCLUDE

No direct payment shall be made for costs incurred in complying with these special provisions unless otherwise provided. Said costs shall be deemed included in the price and percentage bid for all the scheduled Contract items.

APPENDIX A

METRO-NORTH RAILROAD

GENERAL REQUIREMENTS

Metro-North Railroad

Attached is the General Procedure for Access to Railroad Property (pages 2 to 3) and Metro-North's specifications for Individuals and Companies working on or adjacent to railroad property (pages 4 to 15, Sections A, B and C).

Section A, of the specifications entails the Sponsor's requirements for work affecting the railroad (pages 5 to 9). This section contains two drawings SK-1, Sheet Piling Adjacent to tracks as shown in Appendix A and drawing SK-2, Lateral Pressure due to Strip Load as shown in Appendix B.

Section B, of the specifications entails the requirements for erection, demolition and other rigging operations over or adjacent to Metro-North's right-of-way (page 10).

Section C, of the specifications entails the Uniform Insurance Standards, Construction Work involving Contractors not working for Metro-North (pages 11 to 15). Note ACORD forms are not acceptable. Metro-North's insurance certificates are provided in Appendix C. Do not change or tamper with Metro North's form.

GENERAL PROCEDURE FOR ACCESS TO RAILROAD PROPERTY

All outside parties who need to perform construction or maintenance on or adjacent to Metro-North Railroad property must comply with the following:

1. **Permit Application:**
   Parties requiring an entry permit shall submit a written request to the Chief Maintenance of Way Officer defining the location, scope of work and duration of activities on or adjacent to Railroad facilities. Address the letter to:

   Chief Maintenance of Way Officer
   420 Lexington Avenue, 12th Floor
   New York, NY 10017
   Tel: (212) 499-4500

Execute and return the Entry Permit provided by Metro-North to the Chief Maintenance of Way Officer. Applicant shall obtain confirmation of receipt from the Chief Maintenance of Way Officer.

2. **Insurance:**
   Furnish proof of insurance in a form acceptable to and approved by the Director of MTA Risk and Insurance Management no less than 20 working days prior to the intended start of work (see Section C of this specification) to:

   Chief Maintenance of Way Officer
   420 Lexington Avenue, 12th Floor
   New York, NY 10017
   Tel: (212) 499-4500

Applicant shall obtain confirmation of receipt and approval of the insurance certificate from the Director of MTA Risk and Insurance Management.

3. **Payment:**
   Upon review of the scope of work provided with the permit application, Metro-North will prepare an estimate of the cost of providing Railroad Protective Personnel and all other expenses related to the project. Supply payment, in full, of Metro-North's estimated cost of Railroad Force Account Services no less than 20 working days prior to the intended start of work. Obtain confirmation of receipt by the Chief Maintenance of Way Officer. Since the payment is based on an estimated cost, unexpended funds if any, will be subject to reimbursement. On the contrary, should the actual work exceed the estimated cost, an additional payment shall be submitted to continue Railroad Force Account Services.

4. **Technical Submittals:**
   Supply construction shop drawings, calculations and supporting documentation in accordance with the attached "Construction Management I & C Specifications". Address them to and receive confirmation of receipt by:

Assistant Director Construction Management – I & C Dept.
MTA Metro-North Railroad
420 Lexington Avenue, 11th Floor
New York, NY 10017
Tel: (212) 499-4462 / Fax: (212) 499-4499

Upon receipt of the submittals, allow 10 working days from date of receipt for Metro-North's review of the submittals prior to requesting a conference to schedule that activity.

Once the above requirements have been satisfied, contact the Assistant Director of Construction Management no less than 15 working days prior to the start of work to schedule a pre-construction conference at (212) 499-4462. When all is in order, the Construction Management Department will schedule Railroad coordination and support services. (See Sections A and B of "Construction Management I & C Specifications"). No work will commence until the applicant receives permission from the designated Railroad Representative at the site to proceed with the work.

(Rev. 2/18/00)

Metro-North Railroad

CONSTRUCTION MANAGEMENT SPECIFICATIONS FOR INDIVIDUALS & COMPANIES (I & C) WORKING ON OR ADJACENT RAILROAD PROPERTY

Section A & B (Revised 6/10/09)
Section C (Revised 1/29/07)

SECTION A

SPONSOR REQUIREMENTS FOR WORK AFFECTING THE RAILROAD

Introduction:
There are conditions unique to this operating railroad environment which Metro-North must consider when planning construction activities. Among these are: high voltage third rail and power transmission systems, high speed and silent trains that require long braking distances, buried signal control and communication systems and many more. Metro-North must have absolute cooperation of any sponsor planning construction activities that could interfere with train operations.
The sponsor is the agency or party who has a formal agreement with Metro-North to perform construction or maintenance around the railroad.
The sponsor of the project is ultimately responsible for assuring that its agents, consultants, contractors and sub-contractors fully comply with the specifications contained herein. The term "sponsor" used throughout these specifications shall mean the sponsor, its employees, its agents, consultants, contractors, sub-contractors, etc.
The sponsor shall safeguard the tracks, rolling stock and other equipment and plant of the Railroad from being damaged in any manner and will be held financially responsible for it. He shall not perform any activities around the Railroad until he has executed a formal agreement and complied with Metro-North requirements.

Fouling:
An operating track will be considered fouled when, in the sole opinion of Metro-North, demolition, blasting or construction activity on or adjacent to a main track or controlled siding may interfere with the safe movement of trains at normal speed. A crane, derrick or a similar piece of equipment located on Metro-North right-of-way or on adjacent property shall be considered as fouling the track when the position in which it is working is such that without regard to the manner in which it is intended to carry out the operation, failure or malfunction could cause damage or obstruction within the operating area. Similarly, Metro-North utilities (power, communications and signal lines) will be considered fouled when, in the sole opinion of Metro-North, the sponsor's operation could damage or interfere with these utility lines.

Track Use:
Metro-North will, at its sole discretion, remove tracks from service and de-activate high voltage traction power facilities to permit certain construction activities that can only be performed at times when Metro North can schedule this track use. **In general, Metro-North can de-activate single tracks at night between the hours of 2:30AM and 5:00AM.** Construction activities that require de-activating all tracks of a main line system must be performed on weekend nights at times specified by Metro-North. Requests for additional "track use" will be evaluated subject to operating and maintenance priorities. Requests to deactivate track(s) and/or high voltage power systems must be received in writing, faxed to 212 340 2573 and acknowledged by phone to the assigned Metro-North Inspector no less than 14 days prior to the scheduled activity. Metro-North will only consider requests for "track time" to facilitate construction activities that have been approved by the Construction Management I & C Department.

Protective Personnel:
Metro-North will furnish flagmen, inspectors, maintenance personnel and similar labor (protective personnel) as required by Metro-North to protect the operation of train traffic during the sponsor's construction activities. The sponsor must obey the instructions from Metro-North flagmen or other representatives on the job site promptly. Failure to follow instructions from Metro-North personnel on the site will lead to withdrawal of Metro-North's entry permit, thus closing the job site to the sponsor and its employees. Metro-North will, at its sole discretion, determine the need for and the availability of protective support personnel. The sponsor must notify the assigned Metro-North inspector no less than 14 calendar days in advance of undertaking an approved construction activity that may require protective personnel. If the sponsor notifies Metro-North less than 14 days in advance, Metro-North may be unable to supply protective personnel and/or Metro-North may incur additional costs in accordance with existing collective bargaining agreements in order to fulfill a request. The cost of protective personnel and any additional penalty costs incurred by Metro-North due to late notification shall be borne by the sponsor. Requests to cancel construction activities and protective personnel must be received and acknowledged by the assigned Metro-North inspector no less than 96 hours (4 days) prior to the start of the scheduled construction activity. Any costs incurred by Metro-North due to late cancellation notice shall be borne by the sponsor.
Metro-North will provide protective forces to the extent possible considering operational and maintenance priorities. Metro-North makes no guarantee that protective personnel will be available to meet the sponsor's preferred schedule. Further, no such work may actually commence until the assigned Metro-North representative affirmatively advises the sponsor that the necessary protective forces are stationed and that he may proceed.

MNR Representation:
All matters requiring Metro-North approval or coordination of construction activities shall be directed to the following:

Assistant Director – Construction Management – I&C Department
Metro-North Commuter Railroad Company
420 Lexington Avenue, 11th Floor
New York, NY 10017.
212 499 4462 or 212 499 4460
Lafond@mnr.org or Ramkeesoon@mnr.org

Preparation:
The sponsor shall obtain written approval of design and construction methods from Metro-North. The sponsor shall submit detailed plans, appurtenant data and calculations prepared by a Professional Engineer licensed in the state where the work will be performed for any operation on or adjacent to Metro-North property prior to the start of work. Metro-North will evaluate the effect of this work on the operating Railroad. The plan shall locate and identify all utilities above and below ground at the work site. The sponsor shall make necessary plan revisions, schedule changes, additions, deletions, etc., at his/her own expense. The sponsor shall remove at his/her own expense any pipe, wire or structural facility installed without Metro-North approval or which deviates from the plan approved by Metro-North.
Under the direction of a Metro-North representative (engineer, inspector) the sponsor shall – at no cost to Metro-North – perform pre and post construction surveys of tracks and structures to establish existing horizontal and vertical clearances. Vertical clearance shall be measured from "top of rail". Horizontal clearance shall be measured from the "centerline of track". The elevations shall reference an established survey benchmark that will remain undisturbed

throughout the construction. It may be necessary for the sponsor to monitor movements of tracks and structures on a more frequent basis – monthly, weekly or daily as determined by the Metro-North representative. Copies of the field notes must be delivered to Metro-North on the date the survey was performed.
The sponsor shall obtain appropriate soils/foundation data wherever the project requires excavations, temporary foundation supports, or any other subsurface construction activities.
Under the direction of a Metro-North representative (engineer, inspector) the sponsor shall – at no cost to Metro-North – take pre and post construction photographs of the entire work site and track area, two sets of which will be delivered to Metro-North. The photographs shall be gloss prints 8 ins. by 10 ins. in size. They shall also be labeled on their reverse sides. The label shall include project title, Project Identification Number (PIN), Bridge Identification Number (BIN) or contract number, name of sponsor, date and direction photograph was taken. Each photograph shall also be numbered for identification.

Submittals:
All submittals requiring review and approval by Metro-North shall first be reviewed by the sponsor's designated consulting engineer and then submitted to Metro-North to complete the review and approval process. Submittals shall be stamped or written as "Approved", "Approved As Noted", "Revise and Resubmit", or "Rejected" by the sponsor's designated consulting engineer at the conclusion of the review prior to its submission to Metro-North.

Environmental Controls:
The sponsor shall comply with any and all Federal, State and Local laws, regulations and rules governing environmentally controlled substances and construction practices. He shall submit a plan and procedure prepared by a Professional Engineer licensed in the state where the work will be performed for handling and disposal of regulated materials. De-watering operations shall comply with applicable regulatory controls and shall be subject to Metro-North review and approval. The sponsor shall comply with Federal and State regulations for containment, storage and disposal of hazardous/industrial wastes. He shall comply with Metro-North Procedure 50-601, Item “O”, Environmental Controls. The sponsor shall indemnify and hold harmless Metro-North from any loss, liability or expense on account of claims which result from the handling, transportation, disposal or abatement of asbestos, asbestos-containing material or asbestos-contaminated materials, lead paint materials, polychlorinatedbiphenols (PCB's) and other environmentally regulated substances and materials in the possession of sponsor or his subcontractors.

Drainage/Wetlands/Storm Water Protection:
Metro-North is a non-traditional Municipal Separate Storm Sewer System (MS4). The sponsor must submit a Storm Water Pollution Prevention Plan (SWP3) for their project if it will result in the disturbance of surface areas and/or the creation of new impervious surfaces. The SWP3 must include temporary sedimentation and erosion control measures (both a narrative description of the measures and a site diagram), as well as appropriate post-construction storm water protection measures (narrative description and design drawing) if the project will result in any new impervious area. The sponsor will be responsible for inspection and maintenance of sedimentation and erosion control measures during construction, and responsible for payment to Metro ·North for any ongoing maintenance required for post-construction storm water protection measures.

The sponsor will be responsible for identifying and delineating any and all wetlands in the area covered by the 'Entry Permit and/or in any area which could be impacted by the sponsor's project. The sponsor will be responsible for obtaining any permits required solely in their name as permittee. The sponsor shall promptly provide Metro-North with copies of all identification/delineation documents and reports as well as permit applications and permits in both draft and final form.
The sponsor shall indemnify and hold harmless Metro-North from any loss, liability or expense on account of claims that result from a failure to implement or maintain adequate storm water protection measures or a failure to obtain or comply with necessary regulatory permits.
Contractor must protect ballast and keep free from soil, concrete, slurry and other contaminants. Contractor must supply a method for the protection of the ballast. The Contractor/Sponsor is financially responsible for the replacement of contaminated ballast. The replacement of the ballast is performed by Metro-North's Track & Structures Department.

Security:
The sponsor shall adhere to Metro-North security practices. He shall identify all sponsor/subcontractor personnel who have reason to enter a designated security area of Metro-North property. He shall supply a listing of the names of all personnel who have reason to enter Metro-North property. The list shall be updated on a daily basis.
When working in Grand Central Terminal (GCT) the Sponsor shall submit a list of all the personnel working at the site to the Stations Master's Office (SMO) at the beginning of the shift. The list must include work location, date and work period. At the end of every work shift the competent person on site must notify the SMO that work has ended and everyone has left the work site.

Protective Enclosures:
The sponsor will not store materials or equipment upon the Railroad right-of-way without first obtaining written permission and approval of Metro-North. The sponsor shall secure construction materials and equipment that could be used by vandals to obstruct Railroad operations in a vandal-proof enclosure. The sponsor shall be responsible to protect the work site

with fences, barricades, barriers, watchmen or other means necessary to bar access to operating areas via the work site. Fences at a minimum shall be 12-gauge chain link, eight (8) feet in height. Vehicular barriers shall comply with "AASHTO" Standard for design and fastening to structures.

English Language:
The sponsor must furnish an English-speaking supervisor at each job location who is capable of communicating (including translating if necessary) instructions from the flagman or other Metro-North representative to the sponsor’s personnel on the job. Such supervisor must remain on the site at all times while work is being performed or any sponsor employees are on or about the Metro-North right-of-way.

Safety:
The Metro-North Safety Department conducts a mandatory orientation class for all sponsor personnel who have reason to enter Metro-North property. Seven- (7) working days advance notice from the sponsor is necessary for class scheduling. Sponsor personnel must present proof of completion of this orientation before entering the property. Sponsor personnel who fail to

carry proof of training shall be removed from the property. The sponsor can obtain training material from the Safety Department.
The sponsor shall comply with the requirements of all applicable Federal, State, Local and Metro-North jurisdictions to provide a suitable work environment for workmen and for the general public. He shall prepare and submit a comprehensive "Safety Plan" which will:
Designate a company representative(s) who will prepare and implement a program of compliance.
Supply personal safety equipment for all workmen employed by the sponsor or his contractors and enforce use of this equipment by contract personnel.
Train all employees and subcontract employees with emphasis upon unusual conditions found in the Railroad environment.

The sponsor shall supply "Material Safety Data Sheets" for construction or maintenance materials that could pose a safety, fire, health or other hazard to Metro-North.

Hi-Rail Equipment:
Highway-rail mounted equipment and "work trains" are generally prohibited from use by non-Railroad agencies on Metro-North mainline tracks.

Blasting:
Is prohibited on Metro-North property. Metro-North shall determine if any blasting in the vicinity of the Railroad will affect its operations. The sponsor shall submit to Metro-North for approval, plans and specifications of any proposed blasting activities, which could affect Railroad operations.

Temporary Structures:
Shall be necessary at the sole discretion of Metro-North to protect the Railroad or the general public from possible falling debris, paint or other materials, to protect personnel working above the right-of-way, to provide a platform for personnel, materials, and/or equipment and to provide a walkway for the general public. Temporary structures intended as walkways for the general public shall comply with the "New York State Building Code" Specifications and the Americans with Disabilities Act of 1991.
A protective scaffold intended to contain finely broken concrete decking shall be designed for a live load of 200 lbs. per square foot applied uniformly over the entire structure, and a 2 kip concentrated load placed anywhere on the structure. The two loads are not to be applied simultaneously for design purposes. Design of the scaffold intended for any other purpose shall be submitted to Metro-North for approval. The design shall contain details of any construction activities supported or protected by the scaffold. Impact loads or rigging that exceed the capacity of the scaffold shall be subject to the conditions of Section B "Rigging". Wood for protective scaffolding must be fire-retardant. The sponsor must supply Metro-North with certification from the manufacturer or supplier that lumber meets or exceeds the ASTM E-84 fire-retardant specification for exterior application 30-minute duration. Plans and calculations for temporary structures must be submitted to Metro-North for review and approval prior to construction. Further, plans and calculations must be prepared and stamped by a Professional Engineer licensed in the state in which the project is located.

Shoring:
All drawings for temporary sheeting and shoring shall be prepared and stamped by a Registered Professional Engineer (licensed in the state in which the project is located) and shall be accompanied by complete design computations when submitted for approval.
Sheeting shall be required on all excavations where the side of the excavation is intercepted by the Railroad live load influence line. The live load influence line is defined as a line originating at the centerline of the track, bottom of tie and extending out in this plane a distance of 10 feet, then downward at a slope of 1 (vertical) on 1½ (horizontal). Such excavations must be designed to withstand, in addition to all static loads such as structural dead load, soil pressure and hydrostatic pressure, a Railroad live load of Cooper E-80 as defined in the "AREA Manual Section 1-3" or other loading magnitude as may be directed by Metro-North. (See drawing "SK - 1", APPENDIX A).
Interlocking steel sheet piling, driven prior to excavation, must be used to protect track stability. The use of trench boxes or similar devices is not acceptable in this area. Soldier piling and lagging will be considered for supporting adjacent track(s) only when its use is approved by Metro-North. Consideration for use of soldier piling and lagging will be made if the required penetration of steel sheet piling cannot be obtained and when dry, non-running, stable material will be encountered.
Lateral forces acting on the sheeting shall be computed as follows:
The active earth pressure due to the weight of the soil shall be computed by the Rankine Theory. The Boussinesq analysis shall be used to determine the lateral pressure caused by the railroad loading. The load on the track shall be taken as a strip load with a width equal to the length of the ties (8' - 6"). The vertical surcharge, q (psf), caused by each axle weight divided by the tie length and the axle spacing (5' - 0"). For an E-80 loading:

$q = 80{,}000 \text{ lbs.} / (8.5' \times 5') = 1882 \text{ psf.}$

The horizontal pressure due to the live load surcharge at any point on the sheet piling wall is Ph and can be calculated by the following:

$$Ph = (2q / \pi) (\beta - \sin \beta \cos 2\alpha)$$

(See drawing "SK - 2", APPENDIX B).

The allowable stresses for the sheet piling and other steel members (wales, struts, etc.) shall be in accordance with AREA Chapter 15, Parts 1 and 2. These allowable stresses may be increased ten percent (10%) due to the temporary nature of the installations.

Where soil or rock anchors are used, all anchors must be tested. Testing shall be in accordance with industry standards with ten percent (10%) of the anchors "Performance Tested" and all others "Proof tested".
Exploratory trenches, three (3) feet deep and fifteen (15) inches wide in the form of an "H" with outside dimensions matching the outside of sheeting dimensions are to be hand dug, prior to placing and driving steel sheeting, in areas where railroad underground installations are known to exist. These trenches are for exploratory purposes only and are to be backfilled with the backfill compacted immediately. This work must be done in the presence of a Metro-North Inspector.
Cavities adjacent to the sheet piling, created by the driving of the sheet piling, shall be filled with 11/2-inch stone ballast. Any disturbed ballast must be restored and tamped immediately.

Sheet piling shall be cut off at the top of tie during construction. After construction and backfilling has been completed, piling shall be cut off eighteen (18) inches below the existing ground line and left in place.
Moreover, sheeting alongside active track systems shall maintain lateral support. Lateral support shall maintain a compacted stone ballast shoulder level with the top of tie for at least two (2) feet from the end of tie supported by a slope no steeper than one (1) vertical to two (2) horizontal.
Timber sheeting left in place shall be treated with wood preservative in accordance with the American Wood Preservers Association Standards for timber in contact with soil.
Any excavation adjacent to track shall be covered and ramped and provided with barricades as required by Metro-North. A lighted walkway with a handrail must be provided adjacent to the track for any excavation within ten (10) feet of the centerline.
Final backfilling of the excavation shall be as required by Metro-North

SECTION B

REQUIREMENT FOR ERECTION, DEMOLITION, AND OTHER RIGGING OPERATIONS OVER OR ADJACENT TO METRO-NORTH RIGHT-OF-WAY

The sponsor must furnish scaled plans with supporting calculations in order to obtain written approval prior to the start of any rigging operation over or adjacent to the Metro-North right-of-way as follows:

1. Plan view depicting locations of cranes, boom length and rigging operating radii, with delivery or disposal vehicle weight and locations shown.

2. Crane rating sheets showing cranes to be adequate for 150% of the lift. Crane and boom nomenclature shall be indicated.

3. Plans and computations showing weight of pick. Include catalog with weight of equipment to be lifted and manufacturer’s shipping weights.

4. Show in a table format on the plan a "Crane Lifting Schedule" of each crane pick as shown below:

CRANE LIFTING SCHEDULE								
Piece No. ----	Piece Weight kips	Rigging Weight kips	Block Weight Kips	Maximum Weight Kips	Maximum Radius feet	Boom Length feet	Crane Capacity Kips	Factor of Safety: 1.5 or greater
1	X	X	X	X	Y	Y	X	Z

5. Computations and plans demonstrating that MNR's train shed structure can bear load of crane with equipment load.
6. Computations and plans demonstrating that soils or foundations for equipment and temporary structures are adequate and able to protect subsurface utilities and structures.

7. Check condition of steel in train shed ('Grand Central Terminal) to ascertain whether steel needs to be blocked or posted.

8. Plans and calculations showing locations and structural adequacy of mats, barges, embankments, supporting structures, planking, or special decking as required by Metro-North.

9. Location profiles indicating the proposed swing in relation to obstructions such as overhead wires and structures.

10. Data sheet listing type and size of slings or other connecting equipment. Include copies of catalog cuts or information sheets of specialized equipment. The method of attachment must be detailed on the erection plan. All lifting components must be adequate for 150% of the lift.

11. A complete procedure indicating the order of lifts and any repositioning or re-hitching of the crane or cranes.

12. Plans detailing temporary support of any components or intermediate stages.

13. A time schedule (by hour and day) of the various stages, as well as a schedule for the entire lifting procedure.

14. Written statement from crane owner of last crane safety inspection with a copy of current inspection certificate.

15. Mark the exact crane location in the field at least two working days prior to the intended operation. Also, certify the stability of the foundation for crane outriggers and supports.

16. Conduct survey/mark out of streets or yards (North of 97 street) to determine whether manholes or duct banks can bear outrigger loads.

In general, unless otherwise directed by Metro-North, operations directly over or adjacent to the operating right-of-way which foul the operating area, or which in the event of a failure could fall across the operating area will be performed between approximately 2:30AM and 5:00AM.

Operations involving a track and power outage across all tracks may be performed at times specified by Metro-North.

Any deviation from this plan must be reviewed and approved by the sponsor's engineer prior to resubmission to the Metro-North Engineer for review and approval prior to the date that the work will be scheduled.

SECTION C

UNIFORM INSURANCE STANDARDS
CONSTRUCTION WORK INVOLVING CONTRACTORS NOT WORKING FOR
METRO-NORTH COMMUTER RAILROAD COMPANY

The Contractor shall procure, at its sole cost and expense, and shall maintain in force at all times during the term of this Agreement, except for products and completed operations coverage, which must be maintained for at least three years following completion of the contract, policies of insurance as herein below set forth, written by companies with an A.M. Best Company rating of A-/"VII" or better, and approved by the Metro-North Railroad/MTA and shall deliver evidence of such policies. These policies must: (i) be written in accordance with the requirements of the paragraphs below, as applicable; (ii) be endorsed in form acceptable to include a provision that the policy will not be canceled, materially changed, or not renewed without at least thirty (30) days prior written notice to the Metro-North Railroad c/o MTA Risk and Insurance Management Department - Standards, Enforcement & Claims Unit, 2 Broadway – 21st floor, New York, NY 10004 by Certified Mail, return receipt requested; and (iii) state or be endorsed to provide that the coverage afforded under the contractor's policies shall apply on a primary and not on an excess or contributing basis with any policies which may be available to the Metro-North Railroad/MTA, and also that the contractor's policies, primary and excess, must be exhausted before implicating any Metro-North Railroad/MTA policy available. (iv) In addition, contractor's policies shall state or be endorsed to provide that, if a subcontractor's policy contains any provision that may adversely affect whether contractor's policies are primary and must be exhausted before implicating any Metro-North Railroad/MTA policy available, contractor's and subcontractor's policies shall nevertheless be primary and must be exhausted before implicating any Metro-North Railroad/MTA policy available. Except as otherwise provided herein, policies written on a "claims-made" basis are not acceptable. At least two (2) weeks prior to the expiration of the policies, contractor shall endeavor to provide evidence of renewal or replacement policies of insurance, with terms and limits no less favorable than the expiring policies. If any deductible or retention is applicable, such deductible and/or retention shall not exceed $100,000 unless such increased deductible or retention is approved by Metro-North Railroad/MTA. The Contractor shall be responsible for all claim expense and loss payments within the deductible or self-insured retention. The insurance monetary limits required herein may be met through the combined use of the insured's primary and umbrella/excess policies.

Workers' compensation Insurance (including Employer's Liability Insurance with limits of not less than $2,000,000.00) meeting the statutory limits of New York State. Such insurance shall fully comply with the Worker's Compensation law(s) of the state(s) in which operations or work related to this project is to be performed.

Commercial General Liability Insurance (I.S.O. 2001 Form or equivalent approved by Metro-North Railroad in the Contractor's name with limits of liability in the amount of $1,000,000 for each occurrence on a combined single limit basis for injuries to persons (including death) and damage to property, $2,000,000 General Aggregate and $2,000,000 in the Aggregate in respect to Products/Completed Operations. Such policy should be written on an occurrence form and shall include:

- Contractual coverage for liability assumed by the Contractor;

- Personal and Advertising Injury Coverage
- Products-Completed Operations;
- Independent Contractors Coverage;
- "XCU" coverage (Explosion, Collapse, and Underground Hazards) where necessary;
- Contractual Liability Exclusion, applicable to construction or demolition operations to be performed within 50 feet of railroad tracks, must be voided, where necessary;
- Coverage for claims for bodily injury asserted by an employee of an additional insured and any Employer Liability Exclusion which may otherwise operate to exclude such coverage shall be voided in this respect; and
- Additional Insured Endorsement (I.S.O. Form CG 20 10 1185 version or equivalent approved by the Metro-North Railroad) naming the following entities and their subsidiaries and affiliates as follows:

All Contracts:
Metro-North Commuter Railroad & Metropolitan Transportation Authority

Contracts involving Grand Central Terminal:
Midtown TDR Ventures, LLC, Midtown Trackage Ventures, LLC & Connecticut Department of Transportation

Contracts involving the Hudson Line:
Midtown TDR Ventures, LLC, Midtown Trackage Ventures, LLC, Connecticut Department of Transportation, National Railroad Passenger Corporation (Amtrak), Consolidated Rail Corporation, CSX Transportation, Inc. & New York Central Lines LLC, and Delaware & Hudson Railway Company, Inc.

Contracts involving the Harlem Line:
Midtown TDR Ventures, LLC, Midtown Trackage Ventures, LLC, Connecticut Department of Transportation, Consolidated Rail Corporation, and CSX Transportation, Inc. & New York Central Lines LLC.

Contracts involving the West of Hudson Lines:
(including Port Jervis Line, Pascack Valley Line, and Piermont Branch)
New Jersey Transit Rail Operations, Inc., Consolidated Rail Corporation, and CSX Transportation, Inc. & New York Central Lines LLC., and Norfolk Southern Railway & Pennsylvania Lines LLC.

Railroad Protective Liability Insurance (ISO-RIMA or equivalent form approved by the Railroad), covering the work to be performed at the designated job site and affording protection

for damages arising out of bodily injuries or death, injury to or destruction of property, including damage to the insureds own property and conforming to the following:

- The limit of liability shall be $2,000,000.00 for each occurrence. If the policy is subject to an aggregate limit, replacement insurance will be required if it is likely such aggregate will be exceeded.

- Evidence of Railroad Protective Liability Insurance must be provided in the form of the Original Policy or a detailed Binder pending issuance of the Original Policy.

- Depending on the territory where the Work is to be performed, the following additional entities must be included as named insureds on the Railroad Protective Liability Insurance Policy:

All Contracts:
Metro-North Commuter Railroad & Metropolitan Transportation Authority

Contracts involving Grand Central Terminal:
Midtown TDR Ventures, LLC, Midtown Trackage Ventures, LLC & Connecticut Department of Transportation

Contracts involving the Hudson Line:
Midtown TDR Ventures, LLC, Midtown Trackage Ventures, LLC, Connecticut Department of Transportation, National Railroad Passenger Corporation (Amtrak), Consolidated Rail Corporation, CSX Transportation, Inc. & New York Central Lines LLC, and Delaware & Hudson Railway Company, Inc.

Contracts involving the Harlem Line:
Midtown TDR Ventures, LLC, Midtown Trackage Ventures, LLC, Connecticut Department of Transportation, Consolidated Rail Corporation, and CSX Transportation, Inc. & New York Central Lines LLC.

Contracts involving the West of Hudson Lines:
(including Port Jervis Line, Pascack Valley Line, and Piermont Branch)
New Jersey Transit Rail Operations, Inc., Consolidated Rail Corporation, and CSX Transportation, Inc. & New York Central Lines LLC., and Norfolk Southern Railway & Pennsylvania Lines LLC

Business Automobile Liability Insurance Policy (I.S.O. Form CA 00 01 07 97 or equivalent approved by the Railroad) in the Contractor's name with limits of liability in the amount of $1,000,000.00 each accident for claims for bodily injuries (including death) to persons and for damage to property arising out of the ownership, maintenance or use of any owned, hired or non-owned motor vehicle. The policy shall be extended to include employees of any insured acting in the scope of their employment.

Environmental Liability Requirements

A. ***Contractor's Pollution Liability*** - In the case of a contract involving environmentally regulated substances or hazardous material exposure(s), the Contractor shall provide Contractor's Pollution Liability Insurance with respect to the work and activities of the Contractor or its Subcontractors, including but not limited to handling, transporting or disposing of any Hazardous Substances and/or environmentally regulated materials and any sudden and/or non-sudden pollution or impairment of the environment, including clean-up costs and defense. This insurance shall name the following entities as additional insured's: Metro-North Railroad and the Metropolitan Transportation Authority (MTA) including its subsidiaries and affiliates under this policy (or policies) and shall have limits of liability of not less than $5 million. The Contractor shall comply with all federal, state, and/or local laws, rules and regulations and shall obtain any additional coverages required by federal, state, or local government agencies. The Contractor's Pollution Liability Insurance shall be in effect from the time Metro-North Railroad permits the work relating to the Hazardous Substances or other environmentally regulated substances and materials to begin through the completion of the work.

i. This insurance may be supplied by the Subcontractor performing the Work, if the Contractor is not performing any of the relevant work and provided the Contractor and Metro-North Railroad/**the Metropolitan Transportation Authority including its subsidiaries and affiliates are listed as "*additional insureds.*"**

ii. The Contractor or its Sub-contractor performing the Work, shall obtain all permits, licenses and other forms or documentation, which are required and forward them to the Project Engineer. The insurance shall be submitted to MTA Risk and Insurance Management Department pursuant to requirements referenced in the Insurance Article.

iii. In the event that the Contractor or its Subcontractors transports from the Site hazardous substances or any other environmentally regulated substance that requires a governmentally regulated manifest, the **CA 9948** and the **MCS-90 Endorsements** shall be attached to the auto liability policy and furnished on a primary basis with limits of liability of not less than $5,000,000 providing coverage for bodily injury or property damage including liability for environmental restoration resulting from negligence in the operation, maintenance or use of any motor vehicle involved in the transportation of Hazardous Substances or any other environmentally regulated substance as required pursuant to any federal, state or local laws, rules and regulations. **A copy of each endorsement CA9948 and MCS-90 shall be submitted for review as part of the insurance submission.**

iv. If coverage is not provided with a stand alone policy, a letter signed by an authorized agent is required, a sample copy of which is provided.

v. Any additional insurance policies necessary to obtain required permits or otherwise comply with applicable law, ordinances or regulations regarding the performance of the work.

B. Pollution Legal Liability (Non-Owned Disposal Site Liability) Insurance. If the project activities include the disposal of waste or other hazardous substance

from the work site, the Contractor shall maintain or cause to be maintained this insurance. The Contractor must provide a certificate of insurance to Metro-North Railroad listing the disposal facility as an insured location. Metro-North Railroad and Metropolitan Transportation Authority are to be named as additional insureds on these policies with limits of liability of not less than **FIVE MILLION DOLLARS ($5,000,000)** per occurrence.

If coverage is not provided under a stand alone policy, the "Non-Owned Disposal Site endorsement must be referenced on the insurance certificate and a copy thereof submitted with the insurance.

Metro-North may, at its discretion, procure, provide and thereafter maintain in effect during the life of this project for and in behalf of Metro-North any and all force account insurance deemed necessary by Metro-North. The provision of such insurance shall not be deemed a limitation on any liability of sponsor arising under the terms of the Entry Permit. The premium paid by Metro-North for sponsor in accordance with the provisions of the Entry Permit shall reimburse such force account insurance coverage.

Any notice to be served on Metro-North pursuant to this SECTION C – UNIFORM INSURANCE STANDARDS shall be delivered by hand against a receipt or by U.S. Certified Mail, Return Receipt Requested, postage pre-paid, addressed as follows:

MTA Risk & Insurance Management/Metro-North Railroad
2 Broadway, 21st Floor
New York, NY 10004

The Contractor shall furnish evidence of all policies before any work is started to the Metro-North Railroad c/o MTA Risk & Insurance Management - Standards Enforcement & Claims Unit. Certificates of Insurance may be supplied as evidence of policies of all policies, except the Railroad Protective Liability Policy. **The Railroad Protective Liability Insurance Policy** must be provided in the form of the **Original Policy**. A detailed Insurance Binder may be provided **ACORD** or **Manuscript Form,** pending issuance of the Original Policy. **The Original Policy must be submitted to MTA RIM within 30 days of the Binder Approval.**

The Agency reserves the right to request evidence of all other policies. If requested by the Agency, the Contractor shall deliver to the Agency within forty-five (45) days of the request a copy of such policies, certified by the insurance carrier as being true and complete. If a Certificate of Insurance is submitted it must: (1) be provided on the Metro-North Railroad Certificate of Insurance Form; (2) be signed by an authorized representative of the insurance carrier or producer and notarized; (3) disclose any deductible, self-insured retention, aggregate limit or any exclusions to the policy that materially change the coverage; (4) indicate the

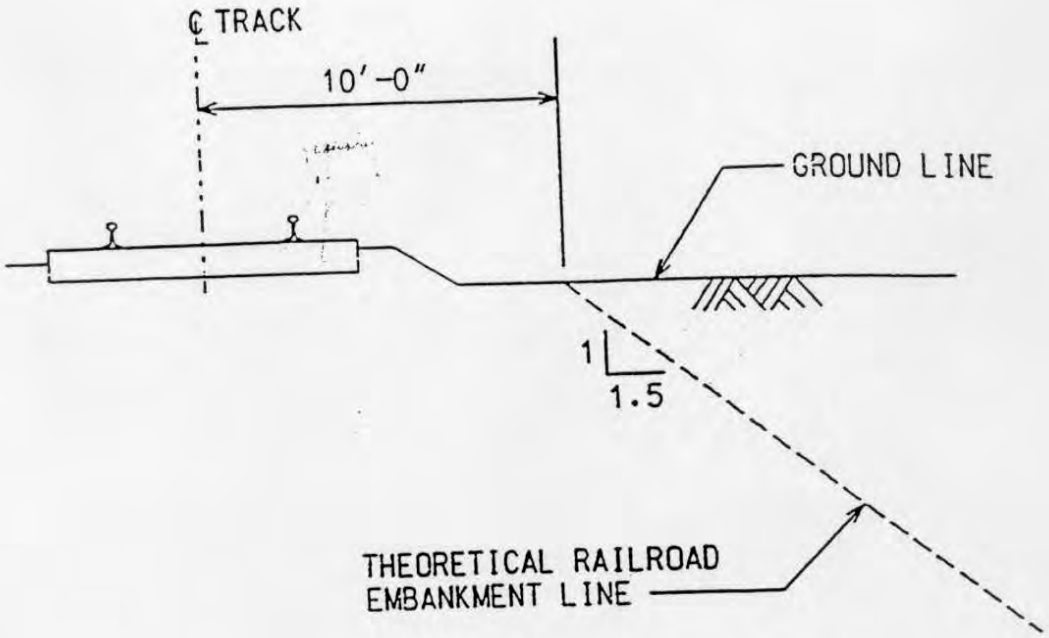
Additional Insureds and Named Insureds as required herein; (5) reference the Contract by number on the face of the certificate; and (6) expressly reference the inclusion of all required endorsements.

If, at any time during the period of this Contract insurance as required is not in effect, or proof thereof is not provided to the Metro-North Railroad, the Metro-North Railroad shall have the options to: (i) direct the Contractor to suspend work with no additional cost or extension of time due on account thereof; or (ii) treat such failure as an Event of Default.

APPENDIX A

REQUIREMENTS FOR TEMPORARY SHEET PILING ADJACENT TO TRACK

DWG. SK - 1
(2/18/00)



REQUIREMENTS FOR TEMPORARY SHEET PILING ADJACENT TO TRACK

1. STEEL SHEET PILING FOR TRACK SUPPORT IS NOT REQUIRED FOR EXCAVATION OUTSIDE THE THEORETICAL RAILROAD EMBANKMENT LINE. SHORING IN ACCORDANCE WITH OSHA REQUIREMENTS SHALL BE USED IN THIS AREA.

2. STEEL SHEET PILING, DRIVEN PRIOR TO EXCAVATION, IS REQUIRED WHEN EXCAVATION IS WITHIN THE THEORETICAL RAILROAD EMBANKMENT LINE.

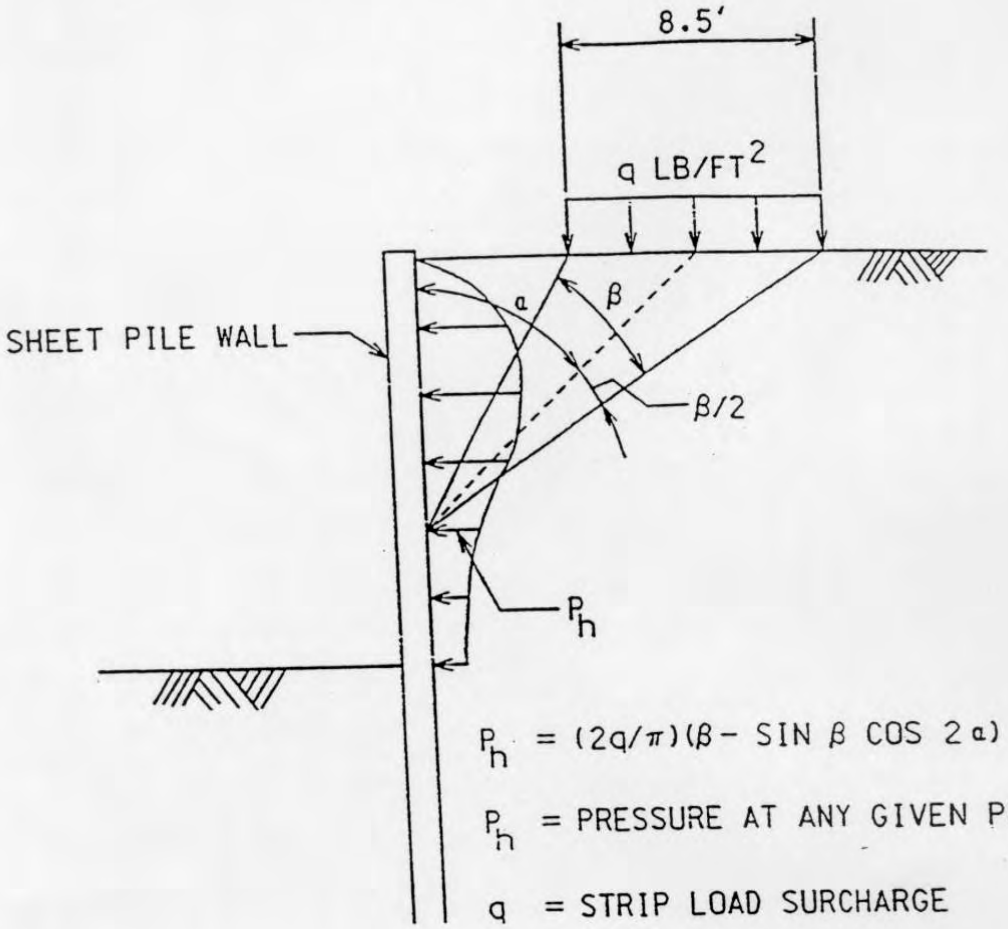
3. ALL SHEET PILING IS TO BE DESIGNED FOR AN E-80 LOADING THE BOUSSINESQ ANALYSIS IS TO BE USED TO DETERMINE THE LATERAL PRESSURE CAUSED BY THE RAILROAD LOADING.

APPENDIX B

LATERAL PRESSURE DIAGRAM

DWG. SK - 2
(2/18/00)

LATERAL PRESSURE DIAGRAM



$P_h = (2q/\pi)(\beta - \sin\beta \cos 2\alpha)$

P_h = PRESSURE AT ANY GIVEN POINT

q = STRIP LOAD SURCHARGE

α = ANGLE IN DEGREES

β = ANGLE IN RADIANS

LATERAL PRESSURE DUE TO STRIP LOAD

APPENDIX C

CERTIFICATE OF INSURANCE

Metro-North Railroad

CERTIFICATE OF INSURANCE

AGREEMENT or CONTRACT #:	AGREEMENT or CONTRACT Name / Description:

PRODUCER: ADDRESS: PHONE NUMBER:	CERTIFICATE ISSUANCE DATE:	RIM SYSTEM #

INSURED:	CO LTR	COMPANIES AFFORDING COVERAGE
	A	
	B	
	C	
CERTIFICATE HOLDER: Metro-North Railroad / MTA Attn: Risk & Insurance Management Standards, Enforcement and Claims Unit 2 Broadway, 21st Floor New York, New York 10004	D	
	E	
	F	
	G	

COVERAGES (See Notes 1 and 2)

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	EFFECTIVE DATE	EXPIRATION DATE	LIMITS	
	GENERAL LIABILITY (Check all that apply): ☐ Comprehensive Form ☐ Undergrnd Expl.& Collapse Haz. ☐ Products/Completed Oper. ☐ Contractual ☐ Independent Contractors ☐ Broad Form Property Dam. ☐ Personal Injury ☐ Deductible $ _____				BODILY INJURY OCC.	$
					BODILY INJURY AGG.	$
					PROPERTY DAMAGE OCC.	$
					BI & PD COMBINED OCC.	$
					BI & PD COMBINED AGG.	$
					PERSONAL INJURY AGG.	$
	AUTOMOBILE LIABILITY (Check all that apply): ☐ Any Auto ☐ Owned Autos ☐ Hired Autos ☐ Non-owned Autos				BODILY INJURY (Per Person)	$
					BODILY INJURY (Per Accident)	$
					PROPERTY DAMAGE	$
					BODILY INJURY & PROPERTY DAMAGE COMBINED	$
	EXCESS LIABILITY (Check all that apply): ☐ Umbrella Form ☐ Other Than Umbrella Form				BODILY INJURY (Per Person)	$
					BODILY INJURY (Per Accident)	$
	WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY				☐ STATUTORY LIMITS	
					EMPLOYER'S LIABILITY	$
	BUILDER'S RISK (See Note 3)				FULL CONTRACT VALUE	
	PROFESSIONAL LIABILITY ☐ Deductible $_____					
	OTHER					
	OTHER					

RAILROAD PROTECTIVE LIABILITY Insurance is NOT ACCEPTED on Certificate of Insurance forms – Provide detailed BINDER and/or POLICY.

CERTIFICATE OF INSURANCE (Continued) Page 2

ADDITIONAL INSUREDS (See Note 4)
(✓ all that apply)

- ☐ Metro-North Commuter Railroad Company
- ☐ Metropolitan Transportation Authority, including its subsidiaries and affiliates
- ☐ Connecticut Department of Transportation
- ☐ Midtown Trackage Ventures LLC
- ☐ Midtown TDR Ventures LLC
- ☐ Consolidated Rail Corporation
- ☐ National Railroad Passenger Corp. (Amtrak)
- ☐ NJ Transit Rail Operations Inc.
- ☐ CSX Transportation Inc. & New York Central Lines LLC
- ☐ Delaware & Hudson Railway Company, Inc.
- ☐ Norfolk Southern Railway Company & Pennsylvania Lines LLC
- ☐ Housatonic Railroad Company
- ☐ Providence & Worcester Railroad Company

LOSS PAYEES (See Note 3)
(✓ all that apply) Coverage, Builders Risk, Crime Insurance, Valuable Papers Property Insurance, etc.;

- ☐ Metro-North Commuter Railroad Company
- ☐ Metropolitan Transportation Authority, including its subsidiaries and affiliates
- ☐ Connecticut Department of Transportation
- ☐ Midtown Trackage Ventures LLC
- ☐ Midtown TDR Ventures LLC
- ☐ Consolidated Rail Corporation
- ☐ National Railroad Passenger Corp. (Amtrak)
- ☐ NJ Transit Rail Operations Inc.
- ☐ CSX Transportation Inc. & New York Central Lines LLC
- ☐ Delaware & Hudson Railway Company, Inc.
- ☐ Norfolk Southern Railway Company & Pennsylvania Lines LLC
- ☐ Housatonic Railroad Company
- ☐ Providence & Worcester Railroad Company

NOTE 1: The subscribing insurance company(s), authorized to do business in the State of New York, certifies that insurance of the kinds and types and for limits of liability herein stated, covering the Contract herein designated, has been procured by and furnished on behalf of the insured Contractor and is in full force and effect for the period listed on the front of this Certificate of Insurance. In addition, the subscribing insurance company(s) certifies that the insurance limits for General Liability Insurance are not amended by deductible clauses of any nature except as has been disclosed to and approved by Metro-North; and that coverage is afforded for the insured Contractor's obligations under that provision of the contract providing for indemnification of the Indemnified Parties, including Metro-North, named therein. Any exclusion applying to construction or demolition operations on or within fifty (50) feet of a railroad has been voided; and any employer liability exclusion which may otherwise operate to exclude claims for bodily injury asserted by an employee of an additional insured shall be voided.

NOTE 2: The subscribing company(s) agrees that no policy referred to herein shall be changed or canceled until thirty (30) days written notice has been given to: MTA Risk and Insurance Management, 2 Broadway, 21st Floor, New York, NY 10004, Attention: Standards Enforcements and Claims Unit.

NOTE 3: Builder's Risk Insurance includes Metro-North Commuter Railroad Company and Metropolitan Transportation Authority, (and where contractually required, Connecticut Department of Transportation and/or Midtown TDR Ventures, LLC.) as Loss Payees as their interests may appear.

NOTE 4: All references to Named Insureds and Additional Insureds include those entities' directors, officers, employees, partners, agents, subsidiaries and affiliates.

NOTE 5: This certificate is issued to the certificate holder in consideration of the agreement entered into with the Named Insured. It is understood and agreed that the certificate holder relies on the certificate as a basis for continuing such agreement/s with the Named Insured.

AUTHORIZED INSURER/PRODUCER _____

BY _____
(signature)

TITLE _____

STATE OF)
) s.s.
COUNTY OF)

On this _____ day of _____ 20_____, before me personally came _____, to me known, who being duly sworn,

did depose and say that he/she resides in _____, that he/she is the _____of the

corporation described in and which executed the foregoing Certificate of Insurance, that he/she is fully authorized to execute the foregoing Certificate of Insurance

_____
(Notary Public)

APPENDIX B

LIRR GENERAL AND INSURANCE REQUIREMENTS

Guidelines for Submission of Evidence of Insurance
MTA LONG ISLAND RAIL ROAD (LIRR) AGREEMENTS

These are basic acceptance guidelines-read your agreement for specific insurance requirements.
Policies must be written by Carriers rated A-/VII or better to be acceptable to MTA & MTA's Operating Agencies

1. **General Requirements:**

- Use Long Island Rail Road (LIRR) Certificate if contract applies to only LIRR;
- Use Joint Agency Certificate if contract applies to more than one MTA Agency;
- ACORD Certificate may be used for operating-funded contracts under $250,000 unless otherwise noted in agreement.

On the Certificate, you are required to:
- Reference the Agreement or Contract #;
- Disclose any deductible, self-insured retention, sub-limit or aggregate limit;
- Provide insured's telephone number, contact person and e-mail address;
- Must be **signed** by an **Authorized Representative** of the **Insurance Carrier or Producer and notarized.**
- Insurance expiration dates may **not** be within 30 days of submission unless written assurance from the authorized broker that the policy (s) will be renewed with the same terms and conditions is submitted with the certificate.
- Select / Check (✓) the appropriate boxes for Additional Insured / Additional Named Insureds and/or Loss Payees,

2. **Minimum Coverages (Refer to Agreement for Specific Insurance Requirements):**

a. Workers' Compensation
- The New York State Insurance Fund form is acceptable.
- If a company is located out of state, an "All States" endorsement is required
- Sole Proprietors may provide CE-200 form as documentation of exemption status. Others may provide a letter from their accountant or attorney as evidence of exemption.

b. General Liability (Refers To Primary and Umbrella/Excess Liability Policies)
- Minimum limits of Commercial General Liability may be satisfied by a combination of primary and umbrella / excess policies and must follow form of the underlying policy and be extended to "drop down" to become primary in the event the primary policy is exhausted.
- A physical copy of the Additional Insured Endorsement (I.S.O. Form CG 20 10 1185 version or equivalent) reflecting the policy number(s) and covering the required indemnitees in your agreement must accompany the certificate of insurance.

c. Railroad Protective Liability (RRPL) / Builder's Risk
- A Certificate of Insurance is not acceptable proof of these coverages: an insurance binder must be provided pending issuance of actual policy.
- RRPL binder must list all required Named Insured (indemnitees).
- Actual policies must be submitted within 30 days from issuance of binder.

d. Environmental Coverages - Contractor or its sub-contractor may provide:
- Contractor's Pollution Liability coverage must be endorsed to include the additional insureds per terms of contract and a copy of the physical endorsement must accompany the certificate of insurance.
- Pollution Legal Liability coverage must be endorsed to include the additional insureds as required in your contract. Evidence of coverage can be satisfied by the following:
  - Stand alone Pollution Legal Liability policy listing the Non-Owned Disposal Site
  - A Non-Owned Disposal Site Endorsement to the Contractors Pollution Liability policy.
  - A certificate of insurance from the disposal facility adding the applicable Agency (s) as additional insured.
- The Hauler must provide evidence of their Business Auto Liability policy with copies of the MCS90 & CA9948 endorsement,

e. Joint Venture
- If the Contractor/Consultant is a joint venture, the joint venture must be listed as the insured on page one of the MTA Long Island Rail Road Certificate of Insurance.

3. **Provide Signed Certificate or a Certified Copy(s) of the actual Policy(s) to:**
Mailing Address: MTA Risk and Insurance Management Dept., Standards, Enforcements and Claims Unit, 2 Broadway, 21st floor, New York, NY 10004.

INS-PROCEDURE-GUIDELINES – MTARIM -02-18-11

☐ Capital Contract
☐ Operating Contract
☐ Entry Permits

Long Island Rail Road
CERTIFICATE OF INSURANCE

AGREEMENT or CONTRACT #:	AGREEMENT or CONTRACT NAME/DESCRIPTION:		
INSURANCE PRODUCER: ADDRESS: PHONE #:	CERTIFICATE ISSUANCE DATE:	DATE RECEIVED:	REFERENCE #:

INSURED: ADDRESS: PHONE #:	CO LTR	COMPANIES AFFORDING COVERAGE	
	A		NAIC #
	B		NAIC #
	C		NAIC #
CERTIFICATE HOLDER: Long Island Railroad/MTA Attention: Risk & Insurance Management ADDRESS: 2 Broadway 21st Floor New York, NY 10004 PHONE #: (646) 252-1429	D		NAIC #
	E		NAIC #
	F		NAIC #
	G		NAIC #

COVERAGES (See Notes 1 and 2)

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	EFFECTIVE DATE	EXPIRATION DATE	LIMITS	
	GENERAL LIABILITY ☐ Commercial General Liability Form ☐ Underground Expl.& Collapse Hazard ☐ Products/Completed Operations ☐ Contractual Liability ☐ Independent Contractors ☐ Fifty Foot Exclusion Removed ☐ Personal & Advertising Injury ☐ SIR/Deductible $_____				BI & PD COMBINED OCCURRENCE	$
					GENERAL AGGREGATE	$
					PRODUCTS/COMPLETED OPERATIONS AGGREGATE	$
					OTHER	$
	AUTOMOBILE LIABILITY ☐ Any Auto ☐ Owned Autos ☐ Hired Autos ☐ Non-Owned Autos				BODILY INJURY (Per Occurrence)	$
					PROPERTY DAMAGE (Per Occurrence)	$
					BODILY INJURY/PROPERTY DAMAGE COMBINED SINGLE LIMIT (Each Accident	$
	GARAGE LIABILITY ☐ Any Auto				AUTO ONLY EACH ACCIDENT	$
					OTHER THAN AUTO ONLY — EA ACC	$
					OTHER THAN AUTO ONLY — AGG	$
	EXCESS LIABILITY ☐ Umbrella Form ☐ Other Than Umbrella Form ☐ SIR/Deductible $_____				EACH OCCURRENCE	$
					AGGREGATE	$
	WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY ☐ USLH ☐ Jones Act ☐ "All States" Coverage				☐ STATUTORY LIMITS	
					EMPLOYER'S LIABILITY	$
	PROFESSIONAL LIABILITY ☐ Includes Pollution Liability ☐ Deductible $_____					$
	OTHER: _____					$
	OTHER: _____					$
	OTHER: _____					$

EVIDENCE OF RAILROAD PROTECTIVE LIABILITY AND/OR BUILDER'S RISK INSURANCE, WHEN APPLICABLE, REQUIRES SUBMISSION OF THE ORIGINAL POLICY.
THE ORIGINAL BINDER(S) WILL BE ACCEPTED, PENDING ISSUANCE OF THE ORIGINAL POLICY(S). *Revised 8/09*

CERTIFICATE OF INSURANCE **LIRR** **(Continued) Page 2**

LIABILITY COVERAGES:

ADDITIONAL INSUREDS (See Note 3) Check all that apply
Coverage: General Liability, Garage Liability, Excess/Umbrella Liability Contractor's Pollution Liability, Pollution Legal Liability, etc.

For All Long Island Rail Road Agreements:
☐ Long Island Rail Road (LIRR), Metropolitan Transportation Authority (MTA), and its subsidiaries and affiliates and New York & Atlantic Railway Company (when applicable).

Additional Indemnitees Required on Long Island Rail Road Agreements, depending on Location of Work:
☐ NJ Transit Corporation/NJ Transit Rail Operations, Inc.
☐ National Railroad Passenger Corp. (Amtrak)
☐ Consolidated Rail Corporation
☐ CSX Transportation Inc.
☐ Triborough Bridge & Tunnel Authority (B&T)
☐ Port Authority of NY & NJ

☐ Other _____

☐ **ADDITIONAL NAMED INSUREDS, when applicable**

PROPERTY COVERAGES:

(See Note 3) Check all that apply

☐ **ADDITIONAL NAMED INSUREDS/LOSS PAYEE**
Property, Builder's Risk, etc.

☐ **LOSS PAYEE**
Coverage: Crime Insurance, Valuable Papers

For all Long Island Railroad Agreements
☐ Long Island Rail Road (LIRR), Metropolitan Transportation Authority (MTA), and its subsidiaries and affiliates and New York & Atlantic Railway Company (when applicable).

Additional Indemnitees Required on Long Island Rail Road Agreements, depending on Location of Work:
☐ NJ Transit Corporation/NJ Transit Rail Operations, Inc.
☐ National Railroad Passenger Corp. (Amtrak)
☐ Consolidated Rail Corporation
☐ CSX Transportation Inc.
☐ Triborough Bridge & Tunnel Authority (B&T)
☐ Port Authority of NY & NJ

☐ Other _____

NOTE 1: The subscribing insurance company(s), authorized to do business in the State of New York, certifies that insurance of the kinds and types and for limits of liability herein stated, covering the Agreement/Contract herein designated, has been procured by and furnished on behalf of the Insured and is in full force and effect for the period listed on the front of this Certificate of Insurance. In addition, the subscribing insurance company(s) certifies that the insurance limits for General Liability Insurance are not amended by deductible clauses of any nature except as has been disclosed to and approved by the Long Island Rail Road; and that coverage is afforded for the Insured's obligations under that provision of the contract providing for indemnification of the Indemnified Parties, including the Long Island Rail Road, named therein. When applicable, the subscribing insurance company(s) certifies that: any exclusion applying to construction or demolition operations on or within fifty (50) feet of a railroad (stations, yards, tracks, etc.) has been removed; and any employer liability exclusion which may otherwise operate to exclude claims for bodily injury asserted by an employee of an additional insured has been removed.

NOTE 2: The subscribing insurance company(s) shall endeavor that no policy referred to herein shall be changed or canceled until thirty (30) days written notice has been sent to the following address: Long Island Rail Road c/o MTA Risk and Insurance Management Department, 2 Broadway, 21st Floor, New York, NY 10004.

NOTE 3: All references to Additional Named Insureds and Additional Insureds include those entities' directors, officers, employees, partners, agents, subsidiaries and affiliates.

NOTE 4: This certificate is issued to the Certificate Holder in consideration of the Agreement/Contract entered into with the named insured. It is understood and agreed that the certificate holder relies on the certificate as basis for continuing such Agreement/Contract with the name insured.

AUTHORIZED INSURER/PRODUCER _____

BY _____
(signature of authorized Insurer/Producer)

TITLE _____

STATE OF)
) s.s.
COUNTY OF)

On this _____ day of _____ 20___, before me personally came _____, to me known, who being duly sworn, did depose and say that he/she resides in _____, that he/she is the _____ of the corporation and described in and which executed the foregoing Certificate of Insurance, that he/she is fully authorized to execute the foregoing Certificate of Insurance.

_____
(Notary Public)

CERTIFICATES OF INSURANCE MUST BE COMPLETED BY AUTHORIZED INSURANCE REPRESENTATIVES ONLY.

LIRR STIPULATIONS

1. Contractor's attention is directed to the NYSDOT standard specification, section 105-109 "Work Affecting Railroad" and to special notes in the proposal on the same subject, which, in addition to provisions shown on the plans , shall govern all work affecting railroad.

2. The contractor shall obtain and be cognizant of the railroad safety rules and regulations and conduct the contractor's operations in strict compliance with the same. The contractor in addition to his own safety rules must abide by LIRR rules while working on or near LIRR facilities. The contractor must obtain a copy of the safety rules from LIRR prior to starting work at the site. The contractor must also undergo railroad safety training prior to starting work.

3. Railroad utility (lamppost, signal bridges, cables, etc.) shall be relocated/removed, as required by the railroad prior to construction. The cost for removal and relocation of railroad utilities shall be included under railroad contract item as required.

4. Name of the railroads:
-Owner: LIRR
-Operator: LIRR
-Tracking rights: LIRR

5. Class of railroad:

6. Number of tracks: 1

7. Number of trains per day:

8. Maximum authorized speed:

9. LIRR will restrict train speeds through project area during construction.

10. All work, contractor's personnel or equipment located on, below, above are adjacent to railroad right-of-way is considered to be impacting the railroad unless indicated otherwise.

11. The contractor shall provide the following:

a. Submit preliminary schedule of work impacting the railroad property 90 days prior to start the work.

b. Submit final schedule 30 days prior to start the work.

c. Submit "revised" schedule for individual segments of work, as often as required, 21 days prior to start of the element of work.

d. Protect existing railroad facilities including: signals, communications, high tension electric cables where they may be encountered.

e. provide railroad with as built drawings of that portion of the project on, over, under and contiguous to railroad R.O.W. in autocad.dwg format.

f. address shop drawings submittals and project related correspondence to:

Mr. K. Rydzewski
Long Island Railroad
Hillside Maintenance Complex
93-59 183 Street
Hollis, NY 11423

g. All bridge rehabilitation work that has the potential to adversely impact the railroad property or operations will require the submittal of drawings and calculations for review and acceptance by the railroad authority. Work of this nature includes, but is not limited to, protective shields, barriers, crane operations, demolition, erection, pipe jacking, excavation, retaining walls, and temporary and support structures.

h. All drawings and calculations provided must be stamped and signed by a professional engineer licensed in the State of New York. Submittals must be provided at least 30 days in advance of the work to be performed for the railroad review and acceptance. The accuracy of shop drawings and calculations are the responsibility of the professional engineer whose stamp and signature appear on the submissions. Although the railroad reviews the shop drawings, procedures and calculations submitted, this does not relieve the New York State licensed professional engineer and the contractor of their responsibilities for the work performed.

12. A shield shall be required and erected over the railroad tracks to protect property from falling on the tracks during work performed on existing bridge superstructure and substructure. No direct payment will be made for shielding.

a. Calculations, drawings, details and installation procedure of the shield shall be prepared by a professional engineer registered in the State of New York and must be submitted to the LIRR railroad for review and acceptance.

b. Clearance: minimum vertical clearance shall be XXXXX feet from top of rail to underside of shield or as currently exist. Minimum horizontal clearance shall be XXXXX feet from center line of track to face of shield. A general notice will require a minimum of four weeks time from the date of approval of its preparation and implementation.

c. Design load: for design loads see protective shield, note 3 on drawing no. GN-2.

13. Conditions under which the contractor will be allowed to work over or within track area:

a. Work, consisting of erection and dismantling of the protective shield or any lifting operations which can potentially penetrate the shield, cause structural damage or foul any of the tracks will not be permitted during train passage. Construction of the shield will generally be permitted between the hours of XX:XX pm and XX:XX am seven days a week, pending 30 days minimum advance notifications and approval. Crane operations and swings cannot be performed over any track in service.

b. Outside of the hours indicated above , work involving crane lifts or and other work which may potentially penetrate the shield, damage the shield or foul any track will not be permitted.

c. Demolition and erection work above the shield will generally be permitted between the hours XX:XX AM and XX:XX PM Monday through Friday, pending advanced notification and approval. Other periods of time and days may possibly be allowed when the details and duration become known and approved by railroad.

d. The contractor will be permitted to work over the tracks only after the protective shield is in place. No lifting operation is allowed, even with shield in place, without flag protection.

e. Contact the railroad for advance notice requirements to arrange or cancel flag protection for any work that has the potential to adversely impact the railroad operations, including over or within railroad row. Railroad will determine the extent of flag protection necessary for any given operation.

f. All construction activity within the span shall cease when trains or equipment are approaching, until trains or equipment are clear of the shield. Construction activity shall not restart until the railroad flag personnel give permission to resume. Construction activity shall cease at any time if or when directed by railroad personnel.

14. Railroad approval of erection or demolition:
Thirty days to any operation requiring the use of cranes the contractor shall provide railroad with the following information:

a. Plans and details showing location of crane or cranes, operating radii, delivery location, placement location and disposal locations. Show all possible obstructions and potential hazards, including, but not limited to, overhead wires, aerial structures, curbs, basins, manholes, show weight of picks, load transferred into soil, soil bearing capacity and mat details. Show hitch and rigging details indicating geometry and capacity of bridges, shackles, equalizers, sling hitches, lifting inserts, eyes, etc.

b. Cranes rating charts and analysis performed by a New York State licensed professional engineer hired by contractor shall show that for each pick, swing and radius, the crane has a capacity in excess of 150 percent of design load.

c. Catalog data specific for cranes and rigging to be used.

d. Procedure indicating the sequence, including the order of lifts and any repositioning or re-hitching of the crane or cranes or temporary support of any components.

e. All crane related calculations must be prepared, signed and stamped by a professional engineer registered in the state of New York.

f. Planned time schedule of the various stages of operation and the overall time for the entire lifting procedures.

g. Submit documentation required by the municipality where the work will be performed. If the work will be performed within the New York City limits, submit the required certificate of approval, certificate of operation and certificate of on-site inspection to railroad.

h. Operations judged by railroad to be high risk can only be performed during days and periods designated by railroad (i.e. weekends and nights).

15. A temporary track outage may be granted at a time between the hours of XX:XX PM and XX:XX AM, Monday to Sunday pending review and approval of specific request made 12 weeks in advance. Requests for other outage periods may be granted on a day-by-day basis pending review and approval of the specific outage request schedule at least one week in advance. An outage as requested cannot be granted. It is expected that only XX of tracks outages requested will be granted because of special or scheduled events, operational priorities, emergencies and other project considerations or demands. Railroad has the authority to rescind an outage at any time without advance notification to the contractor as deemed necessary to maintain railroad operations. The contractor must cease and secure his procedures as directed by the railroad so the railroad safe operations can resume as soon as possible.

16. Railroad will assign an adequate level of manpower to properly and efficiently monitor and accommodate this project, as determined by railroad. The assignment of manpower will not necessarily be limited to the actual work site. Flagging personnel, high tension, maintenance of way and other railroad personnel may be required to support the contractor work at locations remote from construction site.

17. Generally, railroad will provide crews and the railroad project engineer full time while the shields are being erected over and adjacent to railroad tracks. During other periods of construction, even with shields in place, an adequate level of flag protection, engineering and other railroad personnel will be provided to protect railroad equipment, property, personnel and to assure project quality. Other railroad personnel may be

required to review plans, specifications, shop drawings and attend other matters of project administration. The number of personnel assigned to this project will be based on project demands as determined solely by the railroad.

18. Railroad personnel will be assigned on numerous and miscellaneous capital improvement, maintenance and dot projects at various locations during the life of this project.

19. Flag personnel is assigned to the project for the sole purpose of protecting railroad customers, property and personnel. Flag personnel are governed by the work rules stipulated in their contracts with the railroad.

20. The contractor is made aware that the following work rules apply to railroad personnel. They are not intended to be a detailed explanation of each and every aspect of the work rules, but only a brief description of how work rules can be expected to impact this project. The cost of railroad flagging will be paid for by NYC DOT.

a. Eight hours is the minimum flag tour of duty

b. Time in excess of eight hours is considered overtime and is paid at a rate of time and one half.

C. Flag personnel is only permitted to work up to twelve hours per tour. Should additional protection be required beyond the initial twelve hours, a replacement will be called out who will also be entitled to a minimum tour of eight hours.

d. A 20 to 40 minute meal period, depending on assignment, between the 4th and 6th hour of the shift will be provided. When no meal period is possible, flag personnel are entitled to be paid for this meal period at a rate of time and one half.

e. When regular flag personnel are not available, personnel on relief days will be utilized at a rate of time and one half.

f. Further assistance and specific questions regarding flag protection can be obtained by contacting railroad.

g. Flagging requests must be placed prior to 1:00 PM of the previous day, except for Sunday and Monday coverage, which must be placed by 1:00 PM of the previous Friday.

21. General requirements for outside contractors working on LIRR property:

a. Obtain entry permits: call LIRR manager-engineering contracts, agreements & materials at 718-558-3536.

b. Obtain required railroad protective liability insurance and submit original signed insurance documents to LIRR, call 646-252-1425.

c. All contractor personnel whose duties include working on, within 15 feet of, or above railroad tracks or operating equipment (i.e. cranes) on or near railroad tracks shall attend annual roadway worker protection (RWP). Call LIRR Training Department at 718-558-3100.

d. Two (2) weeks prior to start of construction call Managing Engineer-3rd Party Inspection at 718-558-3229.

NOTE: *Railroad will provide to contractor all info noted* XX:XX, *during construction.*

APPENDIX C

NEW YORK CITY TRANSIT REQUIREMENTS

NEW YORK CITY TRANSIT REQUIREMENTS

A. In addition to the provisions of Subsection 105-09 of the Standard Specifications, the Contractor shall comply with the requirements of New York City Transit (NYCT) as hereinafter specified.

B. The NYC Transit (NYCT) reserves the right to place Inspectors, flagmen or other personnel in the subway structures during construction of the project linked by a telephone system, if deemed necessary, to observe the effects of the construction on the transit facilities. It is expected that such personnel will be necessary when the construction comes within twenty-five feet of the subway structure. However, NYCT further reserves the right to place such personnel whenever, In its opinion, the project conditions warrant such placement, regardless of distance. The cost of such personnel, telephone Installation and any re-routes, diversions of service, work trains, etc., made necessary by the project, must be borne by the project or the responsible New York City Agency through the NYCT Force Account.

C. To insure proper coordination of the project on the developer's end, one person should be designated to the NYC Transit as the sole contact for all questions, comments, etc., which the NYC Transit may have on the Project. The NYC Transit will likewise assign one person to serve as the contact person for the developer. All correspondence to the NYC Transit should be addressed to:

Mr. Rajan Udeshi, P.E. Principal Engineer
NYC Transit, Outside Projects 2 Broadway – 7th Floor New
York, NY 1004

D. At least seven working days prior to the start of construction operations, notification must be given to Mr. John Malvasio, P.E., Manager, Department of Maintenance-of-Way, 130 – Livingston Street, Room 8044D, Brooklyn, NY 11201, telephone (718) 694-1358.

E. If any portion of the subway structure or finish is damaged due to Contractor's operations, the Contractor shall repair or replace damaged portion with the same materials in place, subject to the approval of the NYCT's Engineer and at no additional cost to the City.

F. If shields are to be installed to protect NYCT facilities and/or the public, then plans showing the location, type and method of attachment to the Transit structure must be submitted to NYCT for approval.

G. All lumber and plywood used for protection of subway facilities at street level must be fire retardant; below street level, use fireproof material.

H. Tractors, cranes, excavators, etc., used in the vicinity of the elevated structures shall be isolated from the ground. Since the elevated structure is used as a

negative return path , with a consequent potential between it and the ground, any contact between the structure and grounded equipment could result in burning of the steel.

I. Before the start of any work, the Contractor shall make an examination, in the presence of the TA Engineer, of the interior and exterior of the TA subway or other structure adjacent to the proposed work. The person or persons authorized by the Contractor to make these examinations shall be approved by the Engineer. The Contractor shall take all photographs as may be necessary or ordered to indicate the existing condition of the TA structure. One copy of each photograph, eight inches by ten inches in size, and the negative is to be submitted to Mr. Miron Kuchuk, Administrative Project Manager, 2 Broadway, 7th Floor,
New York, New York, Telephone (646) 252-3653, before the start of construction.

J. Bus routes affected by the project may require bus diversions. These arrangements shall be made through:

Mr. Karl Stricker
General Superintendent,
Special Operations New York
City Transit
2 Broadway,
Room B 17.123
New York, N.Y.
10004
Telephone Number (646)
252-5526

When impacting any Bus stop, Special Operations must be notified two weeks in advance.

K. Temporary shoring may be placed in direct contact With NYCT structures only If the NYCT structure is shown to be able to support all anticipated loads that can be transferred through the temporary structures without damaging the existing structure. At the completion of the project, these temporary shoring and bracing systems are to be removed or cut-off as approved by NYCT.

L. <u>New York City Transit Insurance Clauses:</u>

<u>Responsibility of the Contractor:</u>

The Contractor shall be solely responsible for the safety and protection of the Rapid Transit Subway lines and of all passengers, persons, or employees and of all property thereon.

(a) The Contractor shall be solely responsible for all physical injuries (including death) to persons (including, but not limited to, employees of the Contractor and subcontractors and employees of the City of New York (hereinafter called the City) or the New City Transit Authority (hereinafter called the Authority) or damage to property (including, but not limited to, property of the City, the Authority or the Contractor or subcontractors) occurring on account of or in connection with performance of the work hereunder, and shall indemnify and save harmless the City and the Authority from loss and liability upon any and all claims on account of such injuries to persons or damage to property, and

from all costs and expenses in suits which may be brought against the City and/or the Authority on account of any such injuries to persons or damage to property, irrespective of the actual cause of the accident and irrespective of whether it shall have been due to negligence of the Contractor or his subcontractors or negligence of the City or the Authority, their respective agents, servants or employees, or of any other person, but excepting injuries and property damage caused by or resulting from the sole negligence of the City and/or the Authority acting as agent of the City hereunder. The term "loss and liability", as used above, shall be deemed to include, but not to be limited to, liability for the payment of Worker's Compensation Benefits under the Worker's Compensation Law of the State of New York, and the Contractor specifically covenants to reimburse the Authority and the City for all payments of Worker's Compensation Benefits, including but not limited to benefits paid to employees of the Authority and the City which the Authority or the City shall be required to make to any employee who shall claim to have sustained injuries on account of or in connection with the work hereunder, whether or not such injuries shall have been sustained as a result of negligence of the Contractor, his subcontractor, the Authority or the City, their respective agents, servants or employees, or negligence of the injured employee, but excepting bodily injuries and property damage caused by or resulting from the sole negligence of the City and/or Authority acting as agent of the city hereunder.

(b) The Contractor shall be solely responsible for the support, maintenance, safety and protection of the Transit facilities of the New York City Transit System (hereinafter called the railroad) and for the safety and protection of all persons, passengers, intending passengers or employees and other persons, and of all property therein, and he shall be solely responsible and liable for any injury and damage thereto and for all injuries to persons or damage to property therein occurring on account of or in connection with the performance of work under this contract whether due to the negligence, fault or default of the Contractor or not.

The Contractor shall fully protect and indemnify the City and the Authority from loss and from liability upon any and all claims on account of damage to the Railroad, or on account of such injuries to passengers, intending passengers, employees or other persons or damage to property, or on account of interruption of train operations, or on account of any work done by the Contractor on or affecting the Railroad, and from any costs and expenses in suits which may be brought against the City and/or the

Authority for such injuries or damage.

(c) Incase any damage shall occur to any part of the Railroad on account of or in connection with the work hereunder, and the Contractor is responsible there for pursuant to paragraph (a) hereof, the City and/or the Authority shall have the right to cause such damage to be repaired and charge the expense of such repairs to the Contractor and to be reimbursed for the amount of such expense from any monies due to or becoming due to the Contractor hereunder.

(d) Approval by the Chief Engineer, Track and Structures, of the methods of doing the work or the failure of the Chief Engineer, Track and Structures, to call attention to improper or inadequate methods or to require a change in methods or to direct the Contractor to take any particular precaution or to refrain from doing any particular thing shall not excuse the Contractor in case of any such injury to person or damage to property.

It is understood and agreed that if during the course of the work under this contract, watchmen, flagmen and other employees of the City and/or the Authority are assigned to perform work in connection therewith, and such employees are to be considered as employees of the Contractor.

(e) The Contractor shall procure, at its sole cost and expense, and shall maintain in force at all times until final acceptance by the Authority, policies of insurance as herein below set forth, written by companies approved by the Authority and shall deliver to the Authority evidence of such policies. A Certificate of Insurance may be supplied as evidence of such policies; however, if requested by the Authority, the Contractor shall deliver to the Authority a copy of such policies, certified by the insurance carrier as being a true and complete copy. The Certificate of Insurance and insurance policies must (1) indicate the ISO Form used by the carrier; (2) be signed by an authorized representative of the broker or insurance carrier; (3) disclose any deductibles, self-insured retention (deductibles or self-insured retentions above $25,000 will require approval from the Authority), aggregate limit or any exclusions to the policy that materially change the coverage; (4) indicate that the NYCTA, its subsidiaries and affiliated companies and the City of New York and all other indemnified parties included in the contract are named as Additional Insureds on all policies (except Worker's Compensation of Professional Liability); (5) reference the contract on the face of the certificate; (6) include a special cancellation provision which shall read "The Authority is interested in the maintenance of this insurance, and it agreed that this insurance will not be canceled, materially changed or not renewed without at least 30 days prior written notice to the Authority, attention Director - Risk Management, Room 10064, 130 Livingston Street, Brooklyn, New York, 11201, by Certified Mail, return receipt requested"; and (7) indicate that the coverage afforded under the policies shall apply as primary and not excess or contributing

basis with any policies which may be available to the Authority. At least two weeks prior to the expiration of the original policies or any renewals thereof, evidence of renewal or replacement policies of insurance, with the same terms and limits as expiring, shall be delivered to the Authority.

(f)

1. A Commercial General Liability Insurance policy (ISO Form CG 00 01 11 88 or equivalent) in the Contractor's name with the New York City Transit Authority (NYCTA), its subsidiaries and affiliated companies, the City of New York and all other indemnified parties included in the contract as Additional Insureds (ISO Form CG 20 10) with limits of liability of $2,000,000 each occurrence on a combined single limit basis (aggregate must be at least $4,000,000) for injuries (bodily inju- ries, including death and personal injuries) to persons and for damage to property. Such policies shall include Contractual Coverage for liability assumed by the Contractor (including construction work within the proximity to railroad tracks and property, if applicable, and coverage for bodily injury sustained by an employee of the Contractor), under the indemnity provision of the Contract, coverage for "XCU" risks (Explosion, Collapse and Underground hazards), Products - Completed Operations coverage, Independent Contractors coverage, and shall not contain any other exclusion unacceptable to the Authority and Contracting Party.

2. A Railroad Protective Liability (or Owner's Protective Liability if no railroad exposure) policy will be required, at the discretion of the Authority, if the Authority deems the work "Hazardous" to its property. The Protective Liability insurance policy (ISO Form CG 00 35 11 85 or equivalent) must name the New York City

   Transit Authority (NYCTA), its subsidiaries and affiliated companies, the City of New York and all other indemnified parties as Named Insureds with limits of liability of $2,000,000 each occurrence on a combined single limit basis (aggregate must be at least $4,000,000) for injuries (bodily injuries, including death and personal injuries) to persons and for damage to property and physical damage to all property owned by, leased by or in the care, custody and control of the Authority.

3. An Automobile and Truck Liability insurance policy in Contractor's name with the New York City Transit Authority (NYCTA), its subsidiaries and affiliated companies, the City of New York and all other indemnified parties included in the contract as Additional Insureds

with limits of liability of $2,000,000 each occurrence on a combined single limit basis for claims for bodily injuries (including death) to persons and for damage to property arising out of the ownership, maintenance or use of any owned, hired or non-owned motor vehicle.

4. Worker's Compensation Insurance (including Employer's Liability Insurance with limits of not less than $1,000,000) meeting the Statutory limits of the New York State.

5. Any additional insurance policies necessary to obtain required permits or otherwise comply with applicable law, ordinances or regulations regarding the performance of the work.

6. Contractor waives, and will require any and all subcontractor(s) to waive, any right of recovery for property damage (including, but not limited to, equipment, materials and any loss due to business interruption) against the New York City Transit Authority (NYCTA), and all of its subsidiaries and affiliated companies, the City of New York and any other indemnified parties included in the contract, and agrees to effect a waiver of subrogation in favor of the above on all policies of insurance covering property (including, but not limited to equipment, materials arid any loss due to business interruption) owned, hired, or in the care, custody or control of the Contractor or subcontractor(s).

M. PROTECTIVE SHIELD STANDARDS

(1) Transit Authority approval is to be obtained for the protective shields prior to the start of construction.

(2) The Contractor shall provide, install, maintain and remove upon completion of project, protective shields in all areas where Transit Authority passengers, facilities and personnel require protection.

(3) The construction of the shields will be such as to prevent any dust, debris, concrete, form work, Paint, tools, etc. from falling on or adjacent to the property below.

(4) The erected protective shields shall not infringe on any existing minimum vertical or horizontal Transit Authority clearances.

(5) Show method of shield attachment to structure - Drilling through or welding to Transit Authority structure will not be allowed.

(6) Use fire retardant material for shields installed above surface/open cut. Use fireproof material for shield installed below street level surface.

(7) Precaution is to be taken to control the deck slab fragmentations that may drop onto the shield. So as not to exceed the design live load.

(8) All shield erection work will be performed with Transit Authority Inspector and if deemed appropriate Flagmen in attendance and/or at hours determined by the Transit Authority.

(9) The Contractor shall submit six sets of complete details and connections, of the shield, to the Transit Authority for review and approval.

(10) It is the contractor's responsibility to design these protections so that they conform to all existing laws, regulations, specifications and Transit Authority General Notes, that govern this type of work and plans

(11) Transit Authority Load specifications, for protective shield design as provided below shall be followed

Loads:

A. The dead load shall include the weight of pipes and other subsurface Structures carried by the decking.
B. The live load shall be computed in either of the following ways, whichever produces higher stresses.

1) As 976.5 Kg/sq. m. (200 lb. per sq. ft.) over the entire structure and 1464.7 Kg/ sq. m. (300 lb. per sq. ft.) over Horizontal Timber Planks.

2) Where the loading due to the contractor's machinery or equipment is in excess of the above, such loading shall be substituted.

APPENDIX D

AMTRAK – Maintenance and Protection of Railroad Traffic During Contractor Operations

Standard Specifications:

- Safety and Protection of Railroad Traffic and Property.
- Submission Documentation Required for Amtrak Review and Approval of Plans for Bridge Erection, Demolition and other crane/hoisting operations over Railroad Right-of-way.
- Requirements for Temporary Protection Shields for Demolition and Construction of overhead bridge and other structures.
- Temporary Permits to Enter Upon Amtrak Property (PTEs).
- Contractor Orientation Training Request.

Amtrak® ENGINEERING PRACTICES

ORIGINAL ISSUE DATE		NUMBER
01/25/01		EP3014
REVISED DATE		
10/01/2012		
RECOMMENDED by	DATE	PAGE
John Brun	*10/01/12*	1
APPROVED by CHIEF ENGR, STRUCTURES	DATE	OF
James Richter	*10/01/12*	2

TITLE

MAINTENANCE AND PROTECTION OF RAILROAD TRAFFIC DURING CONTRACTOR OPERATIONS

SCOPE AND NATURE

This practice provides procedures for Contractors to follow, when working on Amtrak Right-of-Way, adjacent to Amtrak tracks, to assure the protection of trains and maintenance of scheduled railroad operations.

SPECIAL REFERENCE

Note: This information was included under former Engineering Practice 1305.

Contractors shall comply with procedures detailed in the following specifications, when applicable:

Section	Title	Revision No.	Revision Date
01141A	Safety and Protection of Railroad Traffic and Property	4	10/01/12
01142A	Submission Documentation Required for Amtrak Review and Approval of Plans for Bridge Erection, Demolition and Other Crane/ Hoisting Operations over Railroad Right-of-Way	1	12/15/05
01520A	Requirements for Temporary Protection Shields for Demolition and Construction of Overhead Bridges and Other Structures	1	08/07/01
02261A	Requirements for Temporary Sheeting and Shoring to Support Amtrak Tracks	3	06/20/08

SPECIAL MATERIALS

Not Applicable

PROCEDURE

1. The Contractor shall conform to the applicable specifications.

2. Amtrak I&C shall assure that agencies and other third parties proposing construction on or adjacent to Amtrak Right-of-Way conform to Amtrak requirements detailed herein.

3. Amtrak Design and Construction shall review the Contractor's proposed design and construction procedures for conformance with specifications, with sound engineering design practice and with the procedures detailed in the applicable Engineering Practice documents.

TITLE	ORIGINAL ISSUE DATE	NUMBER
MAINTENANCE AND PROTECTION OF RAILROAD TRAFFIC DURING CONTRACTOR OPERATIONS	01/25/01	EP3014
	REVISED DATE 10/01/2012	
		PAGE 2 OF 2

4. Amtrak Construction shall monitor the activities of the Contractor on-site to assure compliance/ adherence to approved procedures throughout the construction period.

REPORTING

As detailed in the specifications.

RESPONSIBILITY

Amtrak I&C Staff	Comply with Procedure
Director Project Initiation & Development	Assure Compliance
Amtrak Design Staff	Comply with Procedure
Director Structures Design	Assure Compliance
Amtrak Construction Staff	Comply with Procedure
Deputy Chief Engineer Construction	Assure compliance

SECTION 01141A – SAFETY AND PROTECTION OF RAILROAD TRAFFIC AND PROPERTY

PART 1 - GENERAL

1.1 SCOPE

A. This specification describes the safety procedures and protection provisions for Contractors and Permittees entering and working upon railroad property.

B. Use of this specification is as required by Amtrak, as described in Amtrak Engineering Practice EP3014.

1.2 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

1.3 DEFINITIONS

A. CHIEF ENGINEER: Amtrak Chief Engineer

B. RAILROAD: National Railroad Passenger Corporation (Amtrak), and/or the duly authorized representative

C. ENGINEERING PRACTICE: Amtrak Engineering Practices establish a system of uniform practices, notices and instructions for the Amtrak Engineering Department, providing current, permanent and temporary, departmental procedures and policies.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 PRE-ENTRY MEETING

A. Before entry of Permittee and/or Contractors onto Railroad's property, a pre-entry meeting shall be held at which time Permittee and/or Contractors shall submit for written approval of the Chief Engineer, plans, computations and a detailed description of proposed methods for accomplishing the work, including methods for protecting Railroad's traffic. Any such written approval shall not relieve Permittee and/or Contractor of their complete responsibility for the adequacy and safety of their operations.

3.2 RULES, REGULATIONS AND REQUIREMENTS

A. Railroad traffic shall be maintained at all times with safety and continuity, and Permittee and/or Contractors shall conduct their operations in compliance with all rules, regulations, and requirements of Railroad (including these Specifications) with respect to any work performed on, over, under, within or adjacent to Railroad's property. Permittee and/or Contractors shall be responsible for acquainting themselves with such rules, regulations and requirements. Any violation of Railroads safety rules, regulations, or requirements shall be grounds for the immediate suspension of the Permittee and/or Contractor work, and the re-training of all personnel, at the Permittee's expense.

3.3 MAINTENANCE OF SAFE CONDITIONS

A. If tracks or other property of Railroad are endangered during the work, Permittee and/or Contractor shall immediately take such steps as may be directed by Railroad to restore safe conditions, and upon failure of Permittee and/or Contractor to immediately carry out such direction, Railroad may take whatever steps are reasonably necessary to restore safe conditions. All costs and expenses of restoring safe conditions, and of repairing any damage to Railroad's trains, tracks, right-of-way or other property caused by the operations of Permittee and/or Contractors, shall be paid by Permittee.

3.4 PROTECTION IN GENERAL

A. Permittee and/or Contractors shall consult with the Chief Engineer to determine the type and extent of protection required to insure safety and continuity of railroad traffic. Any Inspectors, Track Foremen, Track Watchmen, Flagman, Signalmen, Electric Traction Linemen, or other employees deemed necessary by Railroad, at its sole discretion, for protective services shall be obtained from Railroad by Permittee and/or Contractors. The cost of same shall be paid directly to Railroad by Permittee. The provision of such employees by Railroad, and any other precautionary measures taken by Railroad, shall not relieve Permittee and/or Contractors from their complete responsibility for the adequacy and safety of their operations.

3.5 PROTECTION FOR WORK NEAR ELECTRIFIED TRACK OR WIRE

A. Whenever work is performed in the vicinity of electrified tracks and/or high voltage wires, particular care must be exercised, and Railroad's requirements regarding clearance to be maintained between equipment and tracks and/or energized wires, and otherwise regarding work in the vicinity of electrified tracks, must be strictly observed. No employees or equipment will be permitted to work near overhead wires, except when protected by a Class A employee of Railroad. **Permittee and/or Contractors must supply an adequate length of grounding cable (4/0 copper with approved clamps) for each piece of equipment working near or adjacent to any overhead wire.**

3.6 FOULING OF TRACK OR WIRE

A. No work will be permitted within twenty-five (25) feet of the centerline of track or the energized wire or have potential of getting within twenty-five (25) feet of track wire without the

approval of the Chief Engineer's representative. Permittee and/or Contractors shall conduct their work so that no part of any equipment or material shall foul an active track or overhead wire without the written permission of the Chief Engineer's representative. When Permittee and/or Contractors desire to foul an active track, they must provide the Chief Engineer's representative with their site-specific work plan a minimum of twenty-one (21) working days in advance, so that, if approved, arrangements may be made for proper protection of Railroad. Any equipment shall be considered to be fouling a track or overhead wire when located (a) within fifteen (15) feet from the centerline of the track or within fifteen (15) feet from the wire, or (b) in such a position that failure of same, with or without a load, would bring it within fifteen (15) feet from the centerline of the track or within fifteen (15) feet from the wire and requires the presence of the proper Railroad protection personnel.

B. If acceptable to the Chief Engineer's representative, a safety barrier (approved temporary fence or barricade) may be installed at fifteen (15) feet from centerline of track or overhead wire to afford the Permittee and/or Contractor with a work area that is not considered fouling. Nevertheless, protection personnel may be required at the discretion of the Chief Engineer's representative.

3.7 TRACK OUTAGES

A. Permittee and/or Contractors shall verify the time and schedule of track outages from Railroad before scheduling any of their work on, over, under, within, or adjacent to Railroad's right-of-way. Railroad does not guarantee the availability of any track outage at any particular time. Permittee and/or Contractors shall schedule all work to be performed in such a manner as not to interfere with Railroad operations. Permittee and/or Contractors shall use all necessary care and precaution to avoid accidents, delay or interference with Railroad's trains or other property.

3.8 DEMOLITION

A. During any demolition, the Contractor must provide horizontal and vertical shields, designed by a Professional Engineer registered in the state in which the work takes place. These shields shall be designed in accordance with the Railroad's specifications and approved by the Railroad, so as to prevent any debris from falling onto the Railroad's right-of-way or other property. A grounded temporary vertical protective barrier must be provided if an existing vertical protective barrier is removed during demolition. In addition, if any openings are left in an existing bridge deck, a protective fence must be erected at both ends of the bridge to prohibit unauthorized persons from entering onto the bridge.

B. Ballasted track structure shall be kept free of all construction and demolition debris. Geo-textiles or canvas shall be placed over the track ties and ballast to keep the ballast clean.

3.9 EQUIPMENT CONDITION

A. All equipment to be used in the vicinity of operating tracks shall be in "certified" first-class condition so as to prevent failures that might cause delay to trains or damage to Railroad's property. No equipment shall be placed or put into operation near or adjacent to operating tracks without first obtaining permission from the Chief Engineer's representative. **Under no**

circumstances shall any equipment or materials be placed or stored within twenty-five (25) feet from the centerline of an outside track, except as approved by the Site Specific Safety Work Plan. To insure compliance with this requirement, Permittee and/or Contractors **must establish a twenty-five (25) foot foul line prior to the start of work** by either driving stakes, taping off or erecting a temporary fence, or providing an alternate method as approved by the Chief Engineer's representative. Permittee and/or Contractors will be issued warning stickers which must be placed in the operating cabs of all equipment as a constant reminder of the twenty-five (25) foot clearance envelope.

3.10 STORAGE OF MATERIALS AND EQUIPMENT

A. No material or equipment shall be stored on Railroad's property without first having obtained permission from the Chief Engineer. Any such storage will be on the condition that Railroad will not be liable for loss of or damage to such materials or equipment from any cause.

B. If permission is granted for the storage of compressed gas cylinders on Railroad property, they shall be stored a minimum of 25 feet from the nearest track in an approved lockable enclosure. The enclosure shall be locked when the Permittee and/or Contractor is not on the project site.

3.11 CONDITION OF RAILROAD'S PROPERTY

A. Permittee and/or Contractors shall keep Railroad's property clear of all refuse and debris from its operations. Upon completion of the work, Permittee and/or Contractors shall remove from Railroad's property all machinery, equipment, surplus materials, falsework, rubbish, temporary structures, and other property of the Permittee and/or Contractors and shall leave Railroad's property in a condition satisfactory to the Chief Engineer.

3.12 SAFETY TRAINING

A. All individuals, including representatives and employees of Permittee and/or Contractor, before entering onto Railroad's property and before coming within twenty-five (25) feet of the centerline of the track or energized wire must first attend Railroad's Contractor Orientation Computer Based Training Class. The Contractor Orientation Class will be provided electronically at **www.amtrakcontractor.com**. Upon successful completion of the course and test, the individual taking the course will receive a temporary certificate without a photo that is valid for three weeks. The individual must upload a photo of himself/herself that will be embedded in the permanent ID card. The photo ID will be mailed to the individual's home address and must be worn/displayed while on Railroad property. Training is valid for one calendar year. All costs of complying with Railroad's safety training shall be at the sole expense of Permittee and/or Contractor. The Permittee and/or Contractor shall appoint a qualified person as its Safety Representative. The Safety Representative shall continuously ensure that all individuals comply with Railroad's safety requirements. All safety training records must be maintained with the Permittee's and/or Contractor's site specific work plan.

3.13 NO CHARGES TO RAILROAD

A. It is expressly understood that neither these Specifications, nor any document to which they are attached, include any work for which Railroad is to be billed by Permittee and/or Contractors, unless Railroad gives a written request that such work be performed at Railroad's expense.

END OF SECTION 01141A

SECTION 01142A – SUBMISSION DOCUMENTATION REQUIRED FOR AMTRAK REVIEW AND APPROVAL OF PLANS FOR BRIDGE ERECTION, DEMOLITION AND OTHER CRANE/ HOISTING OPERATIONS OVER RAILROAD RIGHT-OF-WAY

PART 1 - GENERAL

1.1 SCOPE

A. Amtrak requires that a site-specific work plan for accomplishing hoisting operations be prepared for every applicable project, and for each type of lift on a project.
   1. The plan shall demonstrate adherence to Amtrak safety rules.
   2. The plan shall demonstrate constructibility.
   3. The plan shall minimize impact to rail operations.
   4. The approved plan will provide the basis for field inspection/ verification of the actual work.

B. Preparation, review and approval of the Crane/ Hoisting site-specific work plan does not relieve the Contractor from meeting other Amtrak requirements for adequate planning and documentation of proposed work procedures within the Right-of-Way of the railroad..

C. Current Amtrak safety rules shall be adhered to in every respect.

D. Use of this specification is as required by Amtrak, as described in Amtrak Engineering Practice EP3014.

1.2 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

1.3 DEFINITIONS

A. CHIEF ENGINEER: Amtrak Vice President, Chief Engineer

B. RAILROAD: National Railroad Passenger Corporation (Amtrak), and/or the duly authorized representative

C. ENGINEERING PRACTICE: Amtrak Engineering Practices establish a system of uniform practices, notices and instructions for the Amtrak Engineering Department, providing current, permanent and temporary, departmental procedures and policies.

1.4 SUBMISSION REQUIREMENTS

A. Unless otherwise directed in the Contract, the Contractor shall submit five sets of plans and calculations to the authorized representative of the Chief Engineer, Structures, whose name and address will be provided at the project pre-construction meeting.

B. Submitted calculations and plans shall be signed and sealed by a Professional Engineer, registered in the State in which the work will be performed.

C. The Contractor shall revise and resubmit plans and calculations as many times as necessary, until a complete and correct site-specific work plan for crane/ hoisting operations has been approved.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 THE CONTRACTOR SHALL PROVIDE, AT A MINIMUM, THE FOLLOWING INFORMATION FOR REVIEW AND APPROVAL BY AMTRAK ENGINEERING STRUCTURES:

A. Plan view showing location(s) of cranes, operating radii, with delivery and/or disposal locations shown. Provide all necessary dimensions for locating the elements of the plan.

B. Plans and computations showing the weight of the pick.

C. Crane rating sheets, demonstrating that cranes are adequate for 150% of the calculated pick weight. That is, the cranes shall be capable of picking 150% of the load, while maintaining normal, recommended factors of safety. The adequacy of the crane for the proposed pick shall be determined by using the manufacturer's published crane rating chart and not the maximum crane capacity. Crane and boom nomenclature is to be indicated.

D. Calculations demonstrating that slings, shackles, lifting beams, etc. are adequate for 150% of the calculated pick weight.

E. Location plan showing obstructions, indicating that the proposed swing is possible. "Walking" of load using two cranes will not be permitted. Rather, multiple picks and repositioning of the crane may be permitted to get the load to the needed location for the final pick, if necessary.

F. Data sheet listing types and sizes of slings and other connecting equipment. Include copies of catalog cuts for specialized equipment. Detail attachment methods on the plans.

G. A complete procedure, indicating the order of lifts and any repositioning or re-hitching of the crane or cranes.

H. Temporary support of any components or intermediate stages, as may be required.

I. A time schedule of the various stages, as well as a schedule for the entire lifting process.

END OF SECTION 01142A

SECTION 01520A – REQUIREMENTS FOR TEMPORARY PROTECTION SHIELDS FOR DEMOLITION AND CONSTRUCTION OF OVERHEAD BRIDGES AND OTHER STRUCTURES

PART 1 - GENERAL

1.1 SCOPE

A. This engineering practice describes items to be included in the design and construction of temporary protection shields for construction overhead and near to Amtrak tracks.

B. Use of this specification is as required by Amtrak, as described in Amtrak Engineering Practice EP3014.

1.2 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

1.3 DEFINITIONS

A. CHIEF ENGINEER: Amtrak Vice President, Chief Engineer

B. RAILROAD: National Railroad Passenger Corporation (Amtrak), and/or the duly authorized representative

C. ENGINEERING PRACTICE: Amtrak Engineering Practices establish a system of uniform practices, notices and instructions for the Amtrak Engineering Department, providing current, permanent and temporary, departmental procedures and policies.

1.4 SUBMISSION REQUIREMENTS

A. Unless otherwise directed in the Contract, the Contractor shall submit five sets of plans and calculations to the authorized representative of the Chief Engineer, Structures, whose name and address will be provided at the project pre-construction meeting.

B. Submitted calculations and plans shall be signed and sealed by a Professional Engineer, registered in the State in which the work will be performed.

C. The Contractor shall revise and resubmit plans and calculations as many times as necessary, until a complete and correct site-specific work plan for crane/ hoisting operations has been approved.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 CONTRACTORS WORKING ON OVERHEAD OR NEARBY DEMOLITION AND/OR CONSTRUCTION ADJACENT TO AMTRAK TRACKS, SHALL CONFORM TO THE FOLLOWING

DESIGN AND CONSTRUCTION REQUIREMENTS FOR TEMPORARY PROTECTION SHIELDING:

A. The Contractor shall maintain a specified level of protection to railroad facilities, during demolition and construction activities that occur overhead and nearby Amtrak tracks, as shown on the Contract Plans, as detailed in the Contract Specifications, and as described below.

B. Prior to the start of construction, the Contractor shall submit to Amtrak for review and approval, detailed, site specific plans for temporary protection shields. The plans will be reviewed as to the methods of erection, and as to whether or not the proposed installation will provide the required level of protection. No construction shall proceed until the Contractor has received written approval of the Contractor's complete, site specific plans, from Amtrak.

C. The Contractor shall design the protection shields to conform to all applicable and governing federal, state and local laws and regulations.

D. Drawings for the proposed temporary protection shields shall be signed and sealed by a Licensed Professional Engineer. Complete design calculations, clearly referenced to the drawings, and easy to review, shall be provided with submission of drawings.

E. Protection shields shall be designed for the following, minimum load and size criteria.
   1. The horizontal shield design liveload on horizontal surfaces shall be the greater of a minimum of 100 pounds per square foot (psf) [5000 Pascals] or the anticipated liveload to be produced by the Contractor's anticipated operations. When determining the appropriate design live load, the designer shall consider factors such as the physical capacity of proposed debris-catching platforms to retain materials, and the type of equipment the platforms might support. Positive means of demolition and construction controls shall be provided to assure that debris that may collect on the shield will not exceed the design live load. The horizontal protection shield, in plan view, shall cover no less than the area directly over the tracks plus ten feet minimum beyond the centerline of the outermost tracks.
   2. The vertical shield shall be designed to carry a minimum 30 psf [1500 Pascals] allowance for wind load. The vertical shield shall extend a minimum of 6'-6" [1950 millimeters] above the top of the adjacent surface, such as curb or sidewalk. Anti-climb wings shall be installed at each end, as necessary, to restrict access to the railroad property.

F. The vertical and horizontal clearance envelopes required for maintenance of railroad operations, shall be indicated on the site specific work plans. These clearances are subject to review and approval by Amtrak. If applicable, both temporary and permanent envelopes shall be indicated on the plans. The temporary protection shields shall be installed outside the limits of these minimum vertical and horizontal clearances shown on the site specific work plans.

G. In electrified territory, temporary protection shields shall be bonded and grounded.

H. Temporary protection shields shall be designed and constructed to prevent dust, debris, concrete, formwork, paint, tools, or anything else from falling onto the railroad property below.

I. The temporary protection shields shall be attached to the structure in accordance with site specific work plans submitted by the Contractor and approved by Amtrak. Drilling in structural members and welding will generally not be permitted in members that are scheduled to remain in place in the reconstructed structure. For existing members scheduled for demolition or for later reconstruction, any proposed attachment shall be designed with consideration of potential existing, deteriorated conditions.

J. The Contractor shall provide the Amtrak on-site representative, for review and approval prior to any construction activity in the effected area, a proposed construction schedule for the installation, maintenance and removal of the temporary protection shields.

K. The temporary protection shields shall be installed prior to the start of any other work over the railroad in the effected areas. No construction shall proceed until the Amtrak on-site representative reviews and approves the Contractor's installed protection. Before proceeding with the work, Amtrak must be satisfied, in its sole judgment, that sufficient protection has been provided to proceed with the work.

L. The Contractor shall install and remove temporary protection shields only when an Amtrak representative is on-site.

M. The Contractor shall not install or remove temporary protection shields during train operations.

N. Temporary protection shields shall remain in place for the duration of construction activities over and nearby the railroad in the effected areas. The Contractor may remove temporary construction only after approved by Amtrak on-site representatives.

O. Where site specific conditions impose insurmountable restrictions to the design of temporary construction conforming to the limitations listed above, the design of temporary construction shall be developed in close coordination with Amtrak design review personnel. The Chief Engineer, Structures shall provide final approval of temporary construction that does not conform to the above limitations.

END OF SECTION 01520A

Amtrak
Engineering Construction
4th Floor - South Tower
30th Street Station (Mail Box 64)
Philadelphia, PA 19104

Temporary Permits to Enter Upon Amtrak Property (PTEs)

Requests for Temporary Permits to Enter Upon Amtrak Property (PTEs) must be submitted to Amtrak in writing and include the following information:

1. Name of company requesting the permit (include address and telephone number)
2. Who's attention the permit should be addressed to
3. Permittee's e-mail address
4. Exact location of work (including railroad milepost, if known)
5. Specific work activity being performed on railroad property (please provide dollar value of the contract if work being performed is other than surveys or bridge inspections)
6. Projected duration of work being performed on railroad property
7. Contact, phone and address where invoices should be sent for payment by Permittee.

Note: ***Temporary Permits for performing any environmental or geotechnical tests or studies (e.g., air, soil or water sampling) may be issued subsequent to completion of Amtrak's environmental review and approval process. Requests are reviewed on a case-by-case basis. Depending on the site specific circumstances, a separate Site Access Agreement that addresses environmental liability issues may be required prior to any Temporary Permit.***

All PTE Requests must be submitted to the Amtrak Engineering Construction Department by fax, e-mail or mail as noted below:

- Faxed to (215) 349-3550 or MCGRATM@AMTRAK.COM
- Email to mcgratm@amtrak.com
- Mailed to the following address:

  Director I&C Projects
  National Railroad Passenger Corporation
  30th Street Station (Mail Box 64)
  Philadelphia, PA 19104

Due to the heavy volume of requests for Temporary Permits to Enter Upon Amtrak Property, the processing time for initial Permit requests is approximately 30 business days.

Rev. 8/05/13

AMTRAK
HR – Employee Development
30th and Market Streets – 3 North – Box 1
Philadelphia, PA 19104
Fax Number 215-349-3731

Contractor Orientation Training Request

This is in response to your request for Amtrak's Contractor Orientation Training. *Note: Our training delivery has changed.* Starting October 1, 2012, Instructor Led classroom training will ***no longer be offered*** and has been replaced with a computer based training program that is available 24 hours / 7 days per week. Offered at a cost of $18.00 per person, this training can be completed at www.amtrakcontractor.com and requires participants to register on the website before accessing the course. Participants completing this course are required to be able to ***Read, Comprehend and Demonstrate in English their understanding of the materials presented, as well as all the safety instructions, briefings and warnings.*** Before taking this course, participants will be required to provide a current photo and have the capability of uploading the photo electronically. At the end of this course, participants are required to pass a comprehensive test to receive a temporary certificate that is valid for three weeks. A Photo ID card, which is valid for one calendar year from the date of issue, will be mailed to the participant. Each participant will be given three (3) opportunities to pass the test. If unable to pass on the 3rd attempt, the participant will be unable to retake the test for 30 days.

The safety of Amtrak's passengers and all employees working on the property (Amtrak and Contractor personnel) remains our highest priority. For your protection, Amtrak requires that your employees comply with all safety regulations ("Specifications Regarding Safety and Protection of the Railroad Traffic Property").

All contractors must notify the Amtrak Project Manager or Engineer assigned to your project before entering onto railroad property and before coming within twenty-five (25 feet) of the centerline of the track or energized wire. Amtrak's Project Manager or Engineer assigned to your project will assist you with obtaining a temporary "Permit to Enter upon Property" and will arrange for protection if needed. Safety violations will result in the immediate suspension of work within the railroad's property limits.

Thank You

HR - Employee Development

Rev. 9/28/12

APPENDIX E

CSXT GENERAL AND INSURANCE REQUIREMENTS

ATTACHMENT "A"
INSURANCE REQUIREMENTS

Evidence required by CSX Transportation, Inc.
You are required to furnish Insurance to protect CSX Transportation, Inc. in connection with activities to be performed on or adjacent to CSX Transportation's Right of Way.

The following summarize CSXT's specifications for proper evidence of insurance:

1. Commercial General Liability coverage at their sole cost and expense with limits of not less than $5,000,000 in combined single limits for bodily injury and/or property damage per occurrence, and such policies shall name CSXT as an additional insured.

2. Statutory Worker's Compensation and Employers Liability Insurance with limits of not less than $1,000,000, which insurance must contain a waiver of subrogation against CSXT and its affiliates [if permitted by state law].

3. Commercial automobile liability insurance with limits of not less than $1,000,000 combined single limit for bodily injury and/or property damage per occurrence, and such policies shall name CSXT as an additional insured.

4. Railroad protective liability insurance with limits of not less than $5,000,000 combined single limit for bodily injury and/or property damage per occurrence and an aggregate annual limit of $10,000,000, which insurance shall satisfy the following additional requirements:

a. The Railroad Protective Liability Insurance Policy must be on the ISO/RIMA Form of Railroad Protective Insurance - Insurance Services Office (ISO) Form CG 00 35.

b. CSX Transportation must be the named insured on the Railroad Protective Liability Insurance Policy. The address should be listed as:

CSX Transportation, Inc.
500 Water Street - C907
Jacksonville, FL 32202

c. Name and Address of Licensee must be shown on the Declarations page.

d. A description of operations and location must appear on the Declarations page and must match the Project description.

e. Authorized endorsements must include the Pollution Exclusion Amendment - CG 28 31, unless using form CG 00 35 version 96 and later.

f. Authorized endorsements may include:

(i) Broad Form Nuclear Exclusion - IL 00 21
(ii) 30-day Advance Notice of Non-renewal or cancellation
(iii) Required State Cancellation Endorsement
(iv) Quick Reference or Index - CL/IL 240

g. Authorized endorsements may not include:

(i) A Pollution Exclusion Endorsement except CG 28 31
(ii) A Punitive or Exemplary Damages Exclusion
(iii) A "Common Policy Conditions" Endorsement
(iv) Any endorsement that is not named in Section 4 (e) or (f) above.
(v) Policies that contain any type of deductible

5. All insurance companies must be A. M. Best rated A- and Class VII or better.

6. Such additional or different insurance as CSXT may require.

II. Additional Terms

1. Licensee must submit the original Railroad Protective Liability policy, Certificates of Insurance and all notices and correspondence regarding the insurance policies to:

insurancedocuments@csx.com

2. Licensee may not begin work on the Project until it has received CSXT's written approval of the required insurance.

APPENDIX

CSX Transportation

CSXT SPECIAL PROVISIONS

Public Projects Group
Jacksonville, FL
Date Issued: May 9, 2011

CSXT SPECIAL PROVISIONS

AUTHORITY OF CSXT ENGINEER
The CSXT Representative shall have final authority in all matters affecting the safe maintenance of CSXT operations and CSXT property, and his or her approval shall be obtained by the Agency or its Contractor for methods of construction to avoid interference with CSXT operations and CSXT property and all other matters contemplated by the Agreement and these Special Provisions.

II. INTERFERENCE WITH CSXT OPERATIONS

A. Agency or its Contractor shall arrange and conduct its work so that there will be no interference with CSXT operations, including train, signal, telephone and telegraphic services, or damage to CSXT's property, or to poles, wires, and other facilities of tenants on CSXT's Property or right-of-way. Agency or its Contractor shall store materials so as to prevent trespassers from causing damage to trains, or CSXT Property. Whenever Work is likely to affect the operations or safety of trains, the method of doing such Work shall first be submitted to the CSXT Representative for approval, but such approval shall not relieve Agency or its Contractor from liability in connection with such Work.

B. If conditions arising from or in connection with the Project require that immediate and unusual provisions be made to protect train operation or CSXT's property, Agency or its Contractor shall make such provision. If the CSXT Representative determines that such provision is insufficient, CSXT may, at the expense of Agency or its Contractor, require or provide such provision as may be deemed necessary, or cause the Work to cease immediately.

III. NOTICE OF STARTING WORK. Agency or its Contractor shall not commence any work on CSXT Property or rights of-way until it has complied with the following conditions:

A. Notify CSXT in writing of the date that it intends to commence Work on the Project. Such notice must be received by CSXT at least ten business days in advance of the date Agency or its Contractor proposes to begin Work on CSXT property. The notice must refer to this Agreement by date. If flagging service is required, such notice shall be submitted at least thirty (30) business days in advance of the date scheduled to commence the Work.

B. Obtain authorization from the CSXT Representative to begin Work on CSXT property, such authorization to include an outline of specific conditions with which it must comply.

C. Obtain from CSXT the names, addresses and telephone numbers of CSXT's personnel who must receive notice under provisions in the Agreement. Where more than one individual is designated, the area of responsibility of each shall be specified.

IV. WORK FOR THE BENEFIT OF THE CONTRACTOR

A. No temporary or permanent changes to wire lines or other facilities (other than third party fiber optic cable transmission systems) on CSXT property that are considered necessary to the Work are anticipated or shown on the Plans. If any such changes are, or become, necessary in the opinion of CSXT or Agency, such changes will be covered by appropriate revisions to the Plans and by preparation of a force account estimate. Such force account estimate may be initiated by either CSXT or Agency, but must be approved by both CSXT and Agency. Agency or Contractor shall be responsible for arranging for the relocation of the third party fiber optic cable transmission systems, at no cost or expense to CSXT.

B. Should Agency or Contractor desire any changes in addition to the above, then it shall make separate arrangements with CSXT for such changes to be accomplished at the Agency or Contractor's expense.

V. HAUL ACROSS RAILROAD

A. If Agency or Contractor desires access across CSXT property or tracks at other than an existing and open public road crossing in or incident to construction of the Project, the Agency or Contractor must first obtain the permission of CSXT and shall execute a license agreement or right of entry satisfactory to CSXT, wherein Agency or Contractor agrees to bear all costs and liabilities related to such access.

B. Agency and Contractor shall not cross CSXT's property and tracks with vehicles or equipment of any kind or character, except at such crossing or crossings as may be permitted pursuant to this section.

VI. COOPERATION AND DELAYS

A. Agency or Contractor shall arrange a schedule with CSXT for accomplishing stage construction involving work by CSXT. In arranging its schedule, Agency or Contractor shall ascertain, from CSXT, the lead time required for assembling crews and materials and shall make due allowance therefor

B. Agency or Contractor may not charge any costs or submit any claims against CSXT for hindrance or delay caused by railroad traffic; work done by CSXT or other delay incident to or necessary for safe maintenance of railroad traffic; or for any delays due to compliance with these Special Provisions.

C. Agency and Contractor shall cooperate with others participating in the construction of the Project to the end that all work may be carried on to the best advantage.

D. Agency and Contractor understand and agree that CSXT does not assume any responsibility for work performed by others in connection the Project. Agency and Contractor further understand and agree that they shall have no claim whatsoever against CSXT for any inconvenience, delay or additional cost incurred by Agency or Contractor on account of operations by others.

VII. STORAGE OF MATERIALS AND EQUIPMENT

Agency and Contractor shall not store their materials or equipment on CSXT's property or where they may potentially interfere with CSXT's operations, unless Agency or Contractor has received CSXT Representative's prior written permission. Agency and Contractor understand and agree that CSXT will not be liable for any damage to such materials and equipment from any cause and that CSXT may move, or require Agency or Contractor to move, such material and equipment at Agency's or Contractor's sole expense. To minimize the possibility of damage to the railroad tracks resulting from the unauthorized use of equipment, all grading or other construction equipment that is left parked near the tracks unattended by watchmen shall be immobilized to the extent feasible so that it cannot be moved by unauthorized persons.

VIII. CONSTRUCTION PROCEDURES

A. General

1. Construction work on CSXT property shall be subject to CSXT's inspection and approval.

2. Construction work on CSXT property shall be in accord with CSXT's written outline of specific conditions and with these Special Provisions.

3. Contractor shall observe the terms and rules of the CSXT Safe Way manual, which Agency and Contractor shall be required to obtain from CSXT, and in accord with any other instructions furnished by CSXT or CSXT's Representative.

B. Blasting

1. Agency or Contractor shall obtain CSXT Representative's and Agency Representative's prior written approval for use of explosives on or adjacent to CSXT property. If permission for use of explosives is granted,Agency or Contractor must comply with the following:

a. Blasting shall be done with light charges under the direct supervision of a responsible officer or employee of Agency or Contractor.

b. Electric detonating fuses shall not be used because of the possibility of premature explosions resulting from operation of two-way train radios.

c. No blasting shall be done without the presence of an authorized representative of CSXT. At least 30 days' advance notice to CSXT Representative is required to arrange for the presence of an authorized CSXT representative and any flagging that CSXT may require.

d. Agency or Contractor must have at the Project site adequate equipment, labor and materials, and allow sufficient time, to (i) clean up (at Agency's expense) debris resulting from the blasting without any delay to trains; and (ii) correct (at Agency's expense) any track misalignment or other damage to CSXT's property resulting from the blasting, as directed by CSXT Representative, without delay to trains. If Agency's or Contractor's actions result in delay of any trains, including Amtrak passenger trains, Agency shall bear the entire cost thereof.

e. Agency and Contractor shall not store explosives on CSXT property.

2. CSXT Representative will:

a. Determine the approximate location of trains and advise Agency or Contractor of the approximate amount of time available for the blasting operation and clean-up.

b. Have the authority to order discontinuance of blasting if, in his or her opinion, blasting is too hazardous or is not in accord with these Special Provisions.

IX. MAINTENANCE OF DITCHES ADJACENT TO CSXT TRACKS

Agency or Contractor shall maintain all ditches and drainage structures free of silt or other obstructions that may result from their operations. Agency or Contractor shall provide erosion control measures during construction and use methods that accord with applicable state standard specifications for road and bridge construction, including either (1) silt fence; (2) hay or straw barrier; (3) berm or temporary ditches; (4) sediment basin; (5) aggregate checks; and (6) channel lining. All such maintenance and repair of damages due to Agency's or Contractor's operations shall be performed at Agency's expense.

X. FLAGGING / INSPECTION SERVICE

A. CSXT has sole authority to determine the need for flagging required to protect its operations and property. In general, flagging protection will be required whenever Agency or Contractor or their equipment are, or are likely to be, working within fifty (50) feet of live track or other track clearances specified by CSXT, or over tracks.

B. Agency shall reimburse CSXT directly for all costs of flagging that is required on account of construction within CSXT property shown in the Plans, or that is covered by an approved plan revision, supplemental agreement or change order.

C. Agency or Contractor shall give a minimum of 30 days' advance notice to CSXT Representative for anticipated need for flagging service. No work shall be undertaken until the flag person(s) is/are at the job site. If it is necessary for CSXT to advertise a flagging job for bid, it may take up to 90-days to obtain this service, and CSXT shall not be liable for the cost of delays attributable to obtaining such service.

D. CSXT shall have the right to assign an individual to the site of the Project to perform inspection service whenever, in the opinion of CSXT Representative, such inspection may be necessary. Agency shall reimburse CSXT for the costs incurred by CSXT for such inspection service. Inspection service shall not relieve Agency or Contractor from liability for its Work.

E. CSXT shall render invoices for, and Agency shall pay for, the actual pay rate of the flagpersons and inspectors used, plus standard additives, whether that amount is above or below the rate provided in the Estimate. If the rate of pay that is to be used for inspector or flagging service is changed before the work is started or during the progress of the work, whether by law or agreement between CSXT and its employees, or if the tax rates on labor are changed, bills will be rendered by CSXT and paid by Agency using the new rates. Agency and Contractor shall perform their operations that require flagging protection or inspection service in such a manner and sequence that the cost of such will be as economical as possible.

XI. UTILITY FACILITIES ON CSXT PROPERTY

Agency shall arrange, upon approval from CSXT, to have any utility facilities on or over CSXT Property changed as may be necessary to provide clearances for the proposed trackage.

XII. CLEAN-UP

Agency or Contractor, upon completion of the Project, shall remove from CSXT's Property any temporary grade crossings, any temporary erosion control measures used to control drainage, all machinery, equipment, surplus materials, falsework, rubbish, or temporary buildings belonging to Agency or Contractor. Agency or Contractor, upon completion of the Project, shall leave CSXT Property in neat condition, satisfactory to CSXT Representative.

XIII. FAILURE TO COMPLY

If Agency or Contractor violate or fail to comply with any of the requirements of these Special Provisions, (a) CSXT may require Agency and/or Contractor to vacate CSXT Property; and (b) CSXT may withhold monies due Agency and/or Contractor; (c) CSXT may require Agency to withhold monies due Contractor; and (d) CSXT may cure such failure and the Agency shall reimburse CSXT for the cost of curing such failure.

CONSTRUCTION REQUIREMENTS

When performing work on, over or adjacent to CSX Transportation (CSXT) right-of-way or operations, the Contractor must abide by the current CSXT Special Provisions and the following additional requirements.

1. All construction related correspondence will be directed to Bergmann Associates, acting as the Construction Monitoring Representative (CMR) on behalf of CSXT, with the following contact and address:

   Michael Cooper
   Project Manager
   Bergmann Associates
   10-B Madison Avenue Ext.
   Albany, NY 12203
   (518) 862-0325

   Upon receipt of notification, the CMR will direct the Contractor to the local CSXT construction contact for the project.

2. The Contractor shall submit, including, but not limited to, the following construction procedures and documents. The Contractor shall obtain written acceptance from CSXT or their representative before proceeding with construction.

   a. Means and Methods – the Contractor shall develop a detailed submission indicating the progression of work with specific times when tasks will be performed during the project. This submission will include a walkthrough at which time CSXT personnel will be present. Work will not be permitted to commence until the Contractor has provided CSXT with a satisfactory plan that the project will be undertaken without scheduling, performance or safety related issues. Provide a listing of the anticipated equipment to be used, the location of all equipment to be used and insure a contingency plan of action is in place should a primary piece of equipment malfunction. All work in the vicinity of CSXT property that has the potential of affecting CSXT train operations must be submitted and approved by CSXT prior to work being performed. This submission will also include a detailed narrative discussing the coordination of project safety issues between the sponsor, Contractor, CSXT and the CMR. The narrative shall address project level coordination and day to day, specific work operations including equipment operations and temporary works.

   b. Erection Plans – Submittals must include detailed plans and procedures for all erection activities. The submission shall indicate the location and capacity of any proposed cranes, the estimated lifting loads and the connection devices (i.e. slings, shackles, etc.). All lifting equipment and connection devices shall have capacity for 150% of the actual lifting load. The factor of safety provided by the manufacturer in the lifting capacity charts shall not be considered in the 150% requirement. A registered Professional Engineer in the State of New York must seal all erection plans, calculations and procedures.

   c. Excavation and Shoring Procedures and Track Monitoring Procedures are required to be submitted to CSXT or the CMR in accordance with the CSXT Construction Submission Criteria. The CSXT Construction Submission Criteria should be referred to and complied with prior to the preparation of submissions, as it contains specific requirements that could impact the Contractor's material selection and methods or operations for work near the railroad. ***Revisions to the procedures may not be field approved. Any deviation(s) from a previously accepted plan including will***

require a formal submission of the procedure for review and acceptance prior to performing any work. A Professional Engineer in the State of New York must sign and seal the plans.

d. Sheeting and Shoring Plans – If excavation within the live load influence zone (a 1.5H to 1V slope line starting at 1.5 feet below top of rail and 12' from the centerline of track) is necessary, the contractor shall submit three (3) sets of detailed drawings and one (1) set of calculations in accordance with CSXT Design & Construction Standard Specifications. Shoring shall be designed to resist a vertical live load surcharge of 1,882 lbs. per square foot, in addition to active earth pressure. The surcharge shall be assumed to act on a continuous strip, 8'-6" wide. Lateral pressures due to surcharge shall be computed using the strip load formula shown in AREMA Manual for Railway Engineering, Chapter 8, Part 20. Allowable stresses in materials shall be in accordance with AREMA Manual for Railway Engineering, Chapter 7, 8, and 15. A Registered Professional Engineer in the State of New York must seal all sheeting and shoring plans.

e. Ballast Protection – A ballast protection system may be required at the sole discretion of CSXT depending on the contractor's proposed methods to perform the work. The system shall use filter fabric and indicate the anchorage system. The ballast protection is to extend a minimum of 25' beyond the proposed limit of work or greater as determined by CSXT and be continuously maintained to prevent all contaminants from entering the ballast section of all tracks for the entire duration of the project.

f. Construction Schedule – Submit a detailed construction schedule for the duration of the project clearly indicating the time periods while working on and around CSXT right-of-way. As the work progresses, this schedule shall be updated and resubmitted as necessary to reflect changes in work sequence, duration and method, etc.

Insurance – Submit all necessary insurance information in accordance with the current CSXT Insurance Requirements listed in "Attachment A" for approval. The complete insurance policies should be submitted by email to **insurancedocuments@csx.com** with a copy sent to the CMR. The body of the email shall include the following information:

CSXT PUBLIC PROJECT: New York, Bronx County, NY; Proposed bridge joint, bearing, concrete and steel repairs to East 149th Street and Unionport Road over CSXT; DOT# 515 664 N and 515 735 H; MP QVA-19.00 and QVA-23.20; Albany Div., Hudson Sub, OP# NY0522

The Contractor shall provide their name and contact information in all correspondence.

The insurance policies will be required to be in place and approved prior to any work commencing on or that could potentially impact CSXT right-of-way.

g. Emergency Action Plan – Submit an emergency action plan indicating the location of the site, contact numbers, access to the site, instructions for emergency response and location of nearest hospitals. This plan should cover all items required in the event of an emergency at the site including fire suppression. Coordinate the Emergency Action Plan with the safety related discussion of the Means and Methods submission discussed above. The plan should also include a method to provide this information to each project worker for each day on site.

3. Up to thirty (30) days will be required to review all construction submissions. Up to an additional thirty (30) days will be required to review any subsequent submissions returned not approved.

4. No storm water from the project may discharge onto the CSXT right-of-way at any time during construction.

5. The Contractor must ensure that proper erosion control is implemented on and adjacent to CSXT right-of-way during construction. The Contractor may be required to submit a detailed erosion control plan for review and acceptance by CSXT or the CMR prior to performing any work.

6. The Contractor must not use CSXT right-of-way for storage of materials or equipment during construction. The CSXT right-of-way must remain clear for railroad use at all times. Equipment may not be positioned to block the railroad access road, track area, or any part of the CSXT right-of-way without CSXT approval.

7. The Contractor will be required to abide by the provisions of the NYSTA/CSXT Construction Agreement. Periodically, throughout the project duration, the Contractor will be required to meet, discuss and, if necessary, take immediate action at the discretion of CSXT personnel and/or the CMR to comply with provisions of that agreement and these specifications.

8. This project will require the use of CSXT Flagmen to protect train operations from project activity in the area of the tracks. While CSXT cannot guarantee the availability of flagmen at all requested times, every accommodation will be extended to the Contractor when forces are available. Flagging requests should be made to Michael Cooper, Bergmann Associates (518) 862-0325 at least thirty (30) days in advance. Termination or cancellation of a flagman requires ten (10) days notice to avoid incurring costs.

9. All crane and equipment operations that could potentially impact CSXT right-of-way must be coordinated with the CSXT Flagman.

10. For sheeting/shoring within eighteen (18') feet of centerline of track, the live load influence zone, and in slopes, the contractor shall use sheet pile. No sheet pile in slopes or within eighteen (18') feet of centerline of track shall be removed. Sheet piles shall be cutoff three (3') feet below the ground line after backfilling to that point. The remaining three (3') shall be backfilled immediately after cutoff.

11. Contractor access will be limited to the immediate project area only. The CSXT right-of-way may not be used for contractor access to the project site and no temporary at-grade crossings will be allowed.

APPENDIX

CSX Transportation

CONSTRUCTION SUBMISSION CRITERIA

Public Projects Group
Jacksonville, FL
Date Issued: February 23, 2015

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INTRODUCTION

The intent of this document is to guide outside agencies and their Contractors when performing work on, over, or with potential to impact CSXT property (ROW). Work plans shall be submitted for review to the designated CSXT Engineering Representative for all work which presents the potential to affect CSXT property or operations; this document shall serve as a guide in preparing these work plans. All work shall be performed in a manner that does not adversely impact CSXT operations or safety; as such, the requirements of this document shall be strictly adhered to, in addition to all other applicable standards associated with the construction. Applicable standards include, but are not limited to, CSXT Standards and Special Provisions, CSXT Insurance Requirements, CSXT Pipeline Occupancy Criteria, as well as the governing local, county, state and federal requirements. It shall be noted that this document and all other CSXT standards are subject to change without notice, and future revisions will be made available at the CSXT website: www.csx.com.

I. DEFINITIONS

1. *Agency* – The project sponsor (i.e., State DOT, Local Agencies, Private Developer, etc.)

2. *AREMA* – American Railway Engineering and Maintenance-of-Way Association – the North American railroad industry standards group. The use of this term shall be in specific reference to the AREMA Manual for Railway Engineering.

3. *Construction Submission* – The Agency or its representative shall submit six (6) sets of plans, supporting calculations, and detailed means and methods procedures for the specific proposed activity. All plans, specifications, and supporting calculations shall be signed/sealed by a Professional Engineer as defined below.

4. *Controlled Demolition* – Removal of an existing structure or subcomponents in a manner that positively prevents any debris or material from falling, impacting, or otherwise affecting CSXT employees, equipment or property. Provisions shall be made to ensure that there is no impairment of railroad operations or CSXT's ability to access its property at all times.

5. *Contractor* – The Agency's representative retained to perform the project work.

6. *Engineer* – CSXT Engineering Representative or a GEC authorized to act on the behalf of CSXT.

7. *Flagman* – A qualified CSXT employee with the sole responsibility to direct or restrict movement of trains, at or through a specific location, to provide protection for workers.

8. *GEC* – General Engineering Consultant who has been authorized to act on the behalf of CSXT.

9. *Horizontal Clearance* – Distance measured perpendicularly from centerline of any track to the nearest obstruction at any elevation between TOR and the maximum vertical clearance of the track.

10. *Professional Engineer* – An engineer who is licensed in State or Commonwealth in which the project is to occur. All plans, specifications, and supporting calculations shall be prepared by the Licensed Professional Engineer and shall bear his/her seal and signature.

11. *Potential to Foul* – Work having the possibility of impacting CSXT property or operations; defined as one or more of the following:
    a. Any activity where access onto CSXT property is required.
    b. Any activity where work is being performed on CSXT ROW.
    c. Any excavation work adjacent to CSXT tracks or facilities, within the Theoretical Railroad Live Load Influence Zone, or where the active earth pressure zone extends within the CSXT property limits.
    d. The use of any equipment where, if tipped and laid flat in any direction (360 degrees) about its center pin, can encroach within twenty five feet (25'-0") of the nearest track centerline. This is based upon the proposed location of

the equipment during use, and may be a function of the equipment boom length. Note that hoisting equipment with the potential to foul must satisfy the 150% factor of safety requirement for lifting capacities.

e. Any work where the scatter of debris, or other materials has the potential to encroach within twenty five feet (25'-0") of the nearest track centerline.
f. Any work where significant vibration forces may be induced upon the track structure or existing structures located under, over, or adjacent to the track structure.
g. Any other work which poses the potential to disrupt rail operations, threaten the safety of railroad employees, or otherwise negatively impact railroad property, as determined by CSXT.

12. *ROW* – Right of Way; Refers to CSXT Right-of-Way as well as all CSXT property and facilities. This includes all aerial space within the property limits, and any underground facilities.

13. *Submission Review Period* - a minimum of thirty (30) days in advance of start of work. Up to thirty (30) days will be required for the initial review response. Up to an additional thirty (30) days may be required to review any/all subsequent submissions or resubmission.

14. *Theoretical Railroad Live Load Influence Zone* – A 1½ horizontal to 1 vertical theoretical slope line starting 18 inches (1'-6") below top of tie elevation and twelve feet (12'-0") from the centerline of the nearest track.

15. *TOR* – Top of Rail. This is the base point for clearance measurements. It refers to the crown (top) of the steel rail; the point where train wheels bear on the steel rails.

16. *Track Structure* – All load bearing elements which support the train. This includes, but is not limited to, the rail, ties, appurtenances, ballast, sub-ballast, embankment, retaining walls, and bridge structures.

17. *Vertical Clearance* – Distance measured from TOR to the lowest obstruction within six feet (6'-0") of the track centerline, in either direction.

II. GENERAL SUBMISSION REQUIREMENTS

A. A construction work plan is required to be submitted by the Agency or its Contractor, for review and acceptance, prior to accessing or performing any work with Potential to Foul.

B. The Agency or its representative shall submit six (6) sets of plans, specifications, supporting calculations, and detailed means and methods procedures for the specific proposed work activity.

C. Construction submissions shall include all information relevant to the work activity, and shall clearly and concisely explain the nature of the work, how it is being performed, and what measures are being taken to ensure that railroad property and operations are continuously maintained.

D. All construction plans shall include a map of the work site, depicting the CSXT tracks, the CSXT right of way, proposed means of access, proposed locations for equipment and material staging (dimensioned from nearest track centerline), as well as all other relevant project information. An elevation drawing may also be necessary in order to depict clearances or other components of the work.

E. Please note that CSXT will not provide pricing to individual contractors involved in bidding projects. Bidding contractors shall request information from the agency and not CSXT.

F. The Contractor shall install a geotextile fabric ballast protection system to prevent construction or demolition debris and fines from fouling ballast. The geotextile ballast protection system shall be installed and maintained by the Contractor to the satisfaction of the Engineer.

G. The Engineer shall be kept aware of the construction schedule. The Contractor shall provide timely communication to the Engineer when scheduling the work such that the Engineer may be present during the work. The Contractor's schedule shall not dictate the work plan review schedule, and flagging shall not be scheduled prior to receipt of an accepted work plan.

H. At any time during construction activities, the Engineer may require revisions to the previously approved procedures to address weather, site conditions or other circumstances that may create a potential hazard to rail operations or CSXT facilities. Such revisions may require immediate interruption or termination of ongoing activities until such time the issue is resolved to the Engineer's satisfaction. CSXT and its GEC shall not be responsible for any additional costs or time claims associated with such revisions.

I. Blasting will not be permitted to demolish a structure over or within CSXT's right-of-way. When blasting off of CSXT property but with Potential to Foul, vibration monitoring, track settlement surveying, and/or other protective measures may be required as determined by the Engineer.

J. Blasting is not permitted adjacent to CSXT right-of-way without written approval from the Chief Engineer, CSXT.

K. Mechanical and chemical means of rock removal must be explored before blasting is considered. If written permission for the use of explosives is granted, the Agency or Contractor must submit a work plan satisfying the following requirements:

1. Blasting shall be done with light charges under the direct supervision of a responsible officer or employee of the Agency or Contractor.

2. Electronic detonating fuses shall not be used because of the possibility of premature explosions resulting from operation of two-way train radios.

3. No blasting shall be done without the presence of an authorized representative of CSXT. Advance notice to the Engineer is required to arrange for the presence of an authorized CSXT representative and any flagging that CSXT may require.

4. Agency or Contractor must have at the project site adequate equipment, labor and materials, and allow sufficient time, to clean up debris resulting from the blasting and correct any misalignment of tracks or other damage to CSXT property resulting from the blasting. Any corrective measures required must be performed as directed by the Engineer at the Agency's or Contractor's expense without any delay to trains. If Agency's or Contractor's actions result in the delay of any trains including passenger trains, the Agency or Contractor shall bear the entire cost thereof.

5. The Agency or Contractor may not store explosives on CSXT property.

6. At any time during blasting activities, the Engineer may require revisions to the previously approved procedures to address weather, site conditions or other circumstances that may create a potential hazard to rail operations or CSXT facilities. Such revisions may require immediate interruption or termination of ongoing activities until such time the issue is resolved to the Engineer's satisfaction. CSXT and its GEC shall not be responsible for any additional costs or time claims associated with such revisions.

III. HOISTING OPERATIONS

A. All proposed hoisting operations with Potential to Foul shall be submitted in accordance with the following:

1. A plan view drawing shall depict the work site, the CSXT track(s), the proposed location(s) of the lifting equipment, as well as the proposed locations for picking, any intermediate staging, and setting the load(s). All locations shall be dimensioned from centerline of the nearest track. Crane locations shall also be dimensioned from a stationary point at the work site for field confirmation.

2. Computations showing the anticipated weight of all picks. Computations shall be made based upon the field-verified plans of the existing structure. Pick weights shall account for the weight of concrete rubble or other materials attached to the component being removed; this includes the weight of subsequent rigging devices/components. Rigging components shall be sized for the subsequent pick weight.

3. All lifting equipment, rigging devices, and other load bearing elements shall have a rated (safe lifting) capacity that is greater than or equal to 150% of the load it is carrying, as a factor of safety. Supporting calculations shall be furnished to verify the minimum capacity requirement is maintained for the duration of the hoisting operation.

4. Dynamic hoisting operations are prohibited when carrying a load with the Potential to Foul. Cranes or other lifting equipment shall remain stationary during lifting. (i.e., no moving picks).

5. For lifting equipment, the manufacturer's capacity charts, including crane, counterweight, maximum boom angle, and boom nomenclature is to be submitted.

6. A schematic rigging diagram must be provided to clearly call out each rigging component from crane hook to the material being hoisted. Copies of catalog or information sheets shall be provided to verify rigging weights and capacities.

7. For built-up rigging devices, the contractor shall submit the following:

   i. Details of the device, calling out material types, sizes, connections and other properties.
   ii. Load test certification documents and/or design computations bearing the seal and signature of a Professional Engineer. Load test shall be performed in the configuration of its intended use as part of the subject demolition procedure.
   iii. Copies of the latest inspection reports of the rigging device. The device shall be inspected within one (1) calendar year of the proposed date for use.

8. A detail shall be provided showing the crane outrigger setup, including dimensions from adjacent slopes or facilities. The detail shall indicate requirements for bearing surface preparation, including material requirements and compaction efforts. As a minimum, outriggers and/or tracks shall bear on mats, positioned on level material with adequate bearing capacity.

9. A complete written narrative that describes the sequence of events, indicating the order of lifts and any repositioning or re-hitching of the crane(s).

IV. DEMOLITION PROCEDURE

A. The Agency or its Contractor shall submit a detailed procedure for a controlled demolition of any structure on, over, or adjacent to the ROW. The controlled demolition procedure must be approved by the Engineer prior to beginning work on the project.

B. Existing Condition of structure being demolished:

1. The Contractor shall submit as-built plans for the structure(s) being demolished.
2. If as-built plans are unavailable, the Contractor shall perform an investigation of the structure, including any foundations, substructures, etc. The field measurements are to be made under the supervision of the Professional Engineer submitting the demolition procedure. Findings shall be submitted as part of the demolition means and methods submittal for review by the Engineer.
3. Any proposed method for temporary stabilization of the structure during the demolition shall be based on the existing plans or investigative findings, and submitted as part of the demolition means and methods for review by the Engineer.

C. Demolition work plans shall include a schematic plan depicting the proposed locations of the following, at various stages of the demolition:

1. All cranes and equipment, calling out the operating radii.
2. All proposed access and staging locations with all dimensions referenced from the center line of the nearest track.
3. Proposed locations for stockpiling material or locations for truck loading.
4. The location, with relevant dimensions, of all tracks, other railroad facilities; wires, poles, adjacent structures, or buried utilities that could be affected, showing that the proposed lifts are clear of these obstructions.
5. Note that no crane or equipment may be set on the CSXT rails or track structure and no material may be dropped on CSXT property.

D. Demolition submittal shall also include the following information:

1. All hoisting details, as dictated by Section III of this document.
2. A time schedule for each of the various stages must be shown as well as a schedule for the entire lifting procedure. The proposed time frames for all critical subtasks (i.e., torch/saw cutting various portions of the superstructure or

substructure, dismantling splices, installing temporary bracing, etc.) shall be furnished so that the potential impact(s) to CSXT operations may be assessed and eliminated or minimized.

3. The names and experience of the key Contractor personnel involved in the operation shall be included in the Contractor's means and methods submission.
4. Design and supporting calculations shall be prepared, signed, and sealed by the Professional Engineer for items including the temporary support of components or intermediate stages shall be submitted for review. A guardrail will be required to be installed in a track in the proximity of temporary bents or shoring towers, when located within twelve feet (12'-0") from the centerline of the track. The guardrail will be installed by CSXT forces, at the expense of the Agency or its contractor.

E. Girders or girder systems shall be stable at all times during demolition. Temporary bracing shall be provided at the piers, abutments, or other locations to resist overturning and/or buckling of the member(s). The agency shall submit a design and details of the proposed temporary bracing system, for review by the Engineer. Lateral wind forces for the temporary conditions shall be considered in accordance with AREMA, Chapter 8, Section 28.6.2. The minimum lateral wind pressure shall be fifteen pounds per square foot (15 psf).

F. Existing, obsolete, bridge piers shall be removed to a minimum of three feet (3'-0") below the finished grade, final ditch line invert, or as directed by the Engineer.

G. A minimum quantity of twenty five (25) tons of CSXT approved granite track ballast may be required to be furnished and stockpiled on site by the Contractor, or as directed by the Engineer.

H. The use of acetylene gas is prohibited for use on or over CSXT property. Torch cutting shall be performed utilizing other materials such as propane.

I. CSXT's tracks, signals, structures, and other facilities shall be protected from damage during demolition of existing structure or replacement of deck slab.

J. Demolition Debris Shield

1. On-track or ground-level debris shields (such as crane mats) are prohibited for use by CSXT.

2. Demolition Debris Shield shall be installed prior to the demolition of the bridge deck or other relevant portions of the structure. The demolition debris shield shall be erected from the underside of the bridge over the track area to catch all falling debris. The debris shield shall not be the primary means of debris containment.

   i. The demolition debris shield design and supporting calculations, all signed/sealed by a Professional Engineer, shall be submitted for review and acceptance.
   ii. The demolition debris shield shall have a minimum design load of 50 pounds per square foot (50 psf) plus the weight of the equipment, debris, personnel, and all other loads.
   iii. The Contractor shall verify the maximum particle size and quantity of the demolition debris generated during the procedure does not exceed the shield design loads. Shield design shall account for loads induced by particle impact; however the demolition procedure shall be such that impact forces are minimized. The debris shield shall not be the primary means of debris containment.
   iv. The Contractor shall include installation/removal means and methods for the demolition debris shield as part of the proposed Controlled Demolition procedure submission.
   v. The demolition debris shield shall provide twenty three feet (23'-0") minimum vertical clearance, or maintain the existing vertical clearance if the existing clearance is less than twenty three feet (23'-0").
   vi. Horizontal clearance to the centerline of the track should not be reduced unless approved by the Engineer.
   vii. The Contractor shall clean the demolition debris shield daily or more frequently as dictated either by the approved design parameters or as directed by the Engineer.

K. Vertical Demolition Debris Shield

1. This type of shield may be required for substructure removals in close proximity to CSXT track and other facilities, as determined by the Engineer.
2. The Agency or its Contractor shall submit detailed plans with detailed calculations, prepared, signed, and sealed by a Professional Engineer, of the protection shield.

V. ERECTION PROCEDURE

A. The Agency or its Contractor shall submit a detailed procedure for erection of a structure with Potential to Foul. The erection procedure must be approved by the Engineer prior to beginning work on the project.

B. Erection work plans shall include a schematic plan depicting the following, at all stages of the construction:
   1. All proposed locations of all cranes and equipment, calling out the operating radii.
   2. All proposed access and staging locations with all dimensions referenced from the center line of the nearest track.
   3. All proposed locations for stockpiling material or locations for truck loading.
   4. The location, with relevant dimensions, of all tracks, other railroad facilities; wires, poles, adjacent structures, or buried utilities that could be affected, showing that the proposed lifts are clear of these obstructions.

C. No crane or equipment may be set on the CSXT rails or track structure and no material may be dropped on CSXT property.

D. For erection of a structure over the tracks, the following information shall be submitted for review and acceptance by the Engineer, at least thirty (30) days prior to erection:
   1. As-built beam seat elevations – field surveyed upon completion of pier/abutment construction.
   2. Current Top of Rail (TOR) elevations – field measured at the time of as-built elevation collection.
   3. Computations verifying the anticipated minimum vertical clearance in the final condition which accounts for all deflection and camber, based upon the current TOR and as-built beam seat elevations. The anticipated minimum vertical clearance shall be greater than or equal to that which is indicated by the approved plans. Vertical clearance (see definitions) is measured from TOR to the lowest point on the overhead structure at any point within six feet (6'-0") from centerline of the track. Calculations shall be signed and sealed by a Professional Engineer.

E. Girders or girder systems shall be stable at all times during erection. No crane may unhook prior to stabilizing the beam or girder.
   1. Lateral wind forces for the temporary conditions shall be considered in accordance with AREMA, Chapter 8, Section 28.6.2. The minimum lateral wind pressure shall be fifteen pounds per square foot (15 psf).
   2. Temporary bracing shall be provided at the piers, abutments, or other locations to resist overturning and/or buckling of the member(s). The agency shall submit a design and details of the proposed temporary bracing system, for review by the Engineer.
   3. Temporary bracing shall not be removed until sufficient lateral bracing or diaphragm members have been installed to establish a stable condition. Supporting calculations, furnished by the Professional Engineer, shall confirm the stable condition.

F. Erection procedure submissions shall also include the following information:
   1. All hoisting details, as dictated by Section III of this document.
   2. A time schedule for each of the various stages must be shown as well as a schedule for the entire lifting procedure. The proposed time frames for all critical subtasks (i.e., performing aerial splices, installing temporary bracing, installation of diaphragm members, etc.) shall be furnished so that the potential impact(s) to CSXT operations may be assessed and eliminated or minimized.
   3. The names and experience of the key Contractor personnel involved in the operation shall be included in the Contractor's means and methods submission.
   4. A guardrail will be required to be installed in a track in the proximity of temporary bents or shoring towers, when located within twelve feet (12'-0") from the centerline of the track. The guardrail will be installed by CSXT forces, at the expense of the Agency or its Contractor.
   5. Design and supporting calculations prepared by the Professional Engineer for items including the temporary support of components or intermediate stages shall be submitted for review.

VI. TEMPORARY EXCAVATION AND SHORING

A. The Agency or its Contractor shall submit a detailed design and procedure for the installation of a sheeting/shoring system adjacent to the tracks. Shoring protection shall be provided when excavating with Potential to Foul, or as otherwise determined by CSXT. Shoring shall be provided in accordance with the AREMA, except as noted below.

B. Shoring may not be required if all of the following conditions are satisfied:
   1. The excavation does not encroach within the Theoretical Live Load Influence Zone. Please refer to Figure 1.
   2. The track structure is situated on level ground, or in a cut section, and on stable soil.
   3. The excavation does not adversely impact the stability of a CSXT facility (i.e. signal bungalow, drainage facility,

undergrade bridge, building, etc), or the stability of any structure on, over, or adjacent to CSXT property with potential to foul.
4. Shoring is not required by any governing federal, state, local or other construction code.

C. Shoring is required when excavating the toe of an embankment. Excavation of any embankment which supports an active CSXT track structure without shoring will not be permitted.

D. Trench boxes are not an acceptable means of shoring. Trench boxes are prohibited for use on CSXT property or within the Theoretical Railroad Live Load Influence Zone.

E. Shoring shall be a cofferdam-type, which completely encloses the excavation. However, where justified by site or work conditions, partial cofferdams with open sides away from the track may be permissible, as determined by the Engineer.

F. Cofferdams shall be constructed using interlocking steel sheet piles, or when approved by the Engineer, steel soldier piles with timber lagging. Wales and struts shall be included when dictated by the design.

G. The use of tiebacks can be permissible for temporary shoring systems, when conditions warrant. Tiebacks shall have a minimum clear cover of 6'-0", measured from the bottom of the rail. Upon completion of the work, tiebacks shall be grouted, cut off, and remain in place.

H. All shoring systems on, or adjacent to CSXT right-of-way, shall be equipped with railings or other fall protection, compliant with the governing federal, state or local requirements. Area around pits shall be graded to eliminate all potential tripping hazards.

I. Interlocking steel sheet piles shall be used for shoring systems qualifying one or more of the following conditions:
1. Within 18'-0" of the nearest track centerline
2. Within the live load influence zone
3. Within slopes supporting the track structure
4. As otherwise deemed necessary by the Engineer.

J. Sheet piles qualifying for one or more of the requirements listed in Section VI.I (above) of this document shall not be removed. Sheet piles shall be left in place and cut off a minimum of 3'-0" below the finished grade, the ditch line invert, or as otherwise directed by the Engineer. The ground shall be backfilled and compacted immediately after sheet pile is cut off.

K. The following design considerations shall be considered when preparing the shoring design package:
1. Shoring shall be designed to resist a vertical live load surcharge of 1,880 lbs. per square foot, in addition to active earth pressure. The surcharge shall be assumed to act on a continuous strip, eight feet six inches (8'-6") wide. Lateral pressures due to surcharge shall be computed using the strip load formula shown in *AREMA Manual for Railway Engineering*, Chapter 8, Part 20.
2. Allowable stresses in materials shall be in accordance with AREMA Chapter 7, 8, and 15.3.
3. A minimum horizontal clearance of ten feet (10'-0") from centerline of the track to face of nearest point of shoring shall be maintained, provided a twelve feet (12'-0") roadbed is maintained with a temporary walkway and handrail system.
4. For temporary shoring systems with Potential to Foul, piles shall be plumb under full dead load. Maximum deflection at the top of wall, under full live load, shall be as follows:
   i. One-half (1/2) inch for walls within twelve feet (12'-0") of track centerline (Measured from centerline of the nearest track to the nearest point of the supporting structure).
   ii. One (1) inch for walls located greater than twelve feet (12'-0") from track centerline

L. Shoring work plans shall be submitted in accordance with Section II of this document, as well as the following additional requirements:
1. The work plan shall include detailed drawings of the shoring systems calling out the sizes of all structural members, details of all connections. Both plan and elevation drawings shall be provided, calling out dimensions from the face of shoring relative to the nearest track centerline. The elevation drawing shall also show the height of shoring, and track elevation in relation to bottom of excavation.
2. Full design calculations for the shoring system shall be furnished.
3. A procedure for cutting off the sheet pile, backfilling and restoring the embankment.

VII. TRACK MONITORING

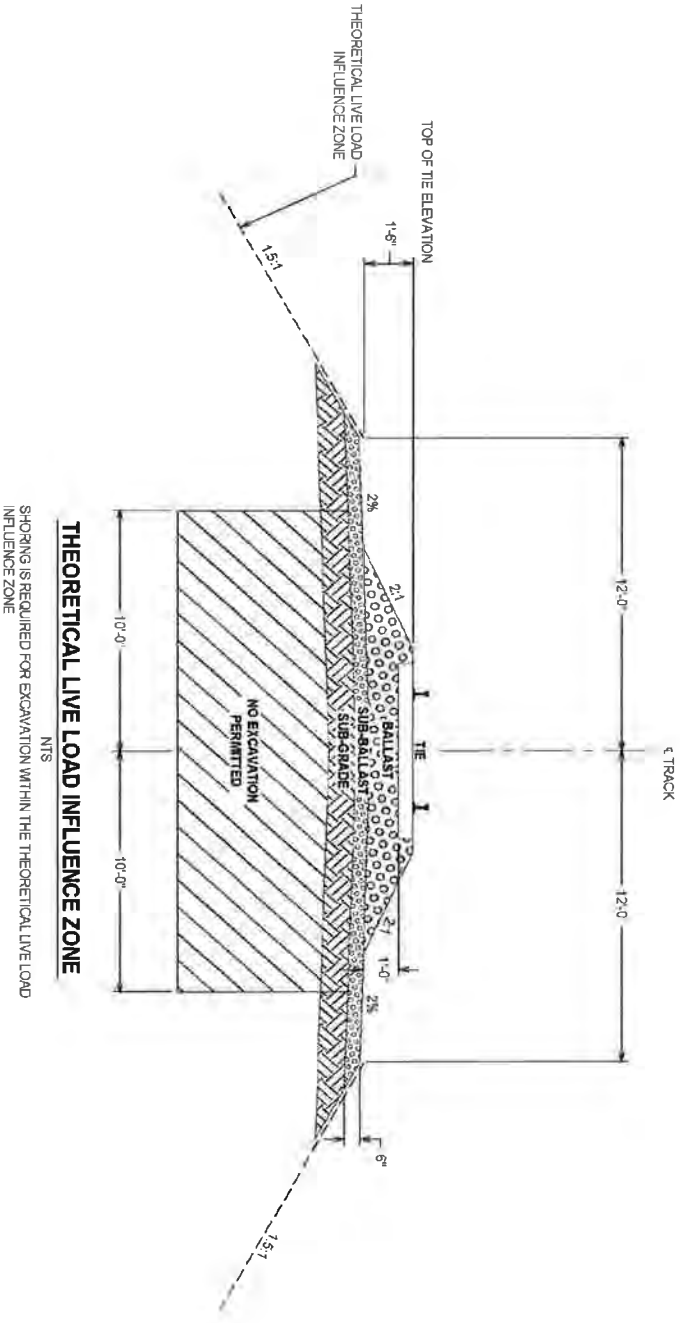
A. When work being performed has the potential to disrupt the track structure, a work plan must be submitted detailing a track monitoring program which will serve to monitor and detect both horizontal and vertical movement of the CSXT track and roadbed.

B. The program shall specify the survey locations, the distance between the location points, and frequency of monitoring before, during, and after construction. CSXT reserves to the right to modify the survey locations and monitoring frequency as necessary during the project.

C. The survey data shall be collected in accordance with the approved frequency and immediately furnished to the Engineer for analysis.

D. If any movement has occurred as determined by the Engineer, CSXT will be immediately notified. CSXT, at its sole discretion, shall have the right to immediately require all contractor operations to be ceased, have the excavated area immediately backfilled and/or determine what corrective action is required. Any corrective action required by CSXT or performed by CSXT including the monitoring of corrective action of the contractor will be at project expense.

FIGURE 1: Theoretical Live Load Influence Zone



THEORETICAL LIVE LOAD INFLUENCE ZONE

NTS

SHORING IS REQUIRED FOR EXCAVATION WITHIN THE THEORETICAL LIVE LOAD INFLUENCE ZONE

NOTES:

1. THEORETICAL LIVE LOAD INFLUENCE ZONE IS A 1 ½ HORIZONTAL TO 1 VERTICAL THEORETICAL SLOPE LINE STARTING 1'-6" BELOW TOP OF TIE ELEVATION AND 1'-0" FROM THE CENTERLINE OF THE NEAREST TRACK.
2. REFER TO CONSTRUCTION SUBMISSION CRITERIA FOR ADDITIONAL REQUIREMENTS
3. SHORING SHALL BE DESIGNED TO RESIST A VERTICAL LIVE LOAD SURCHARGE OF 1,880 LBS PER SQUARE FOOT, IN ADDITION TO ACTIVE EARTH PRESSURE. THE SURCHARGE SHALL BE ASSUMED TO ACT ON A CONTINUOUS STRIP, 8'-6" WIDE. LATERAL PRESSURES DUE TO SURCHARGE SHALL BE COMPUTED USING THE STRIP LOAD FORMULA SHOWN IN AREMA MANUAL FOR RAILWAY ENGINEERING, CHAPTER 8, PART 20

APPENDIX F

U. S. COAST GUARD BRIDGE ADMINISTRATION

GENERAL REQUIREMENTS

U.S. Coast Guard Bridge Administration

GENERAL CONSTRUCTION REQUIREMENTS

1. All bridge closures, or bridge operating schedule changes, must be requested in writing, 60-days in advance, from the First Coast Guard District Bridge Branch Office. No channel restrictions, or vertical clearance reductions may be made without written approval from the above office. Waterway closures or safety zones must also be requested 60-days in advance.

2. All submissions to the Coast Guard for review and approval must first be approved by the *owner of the bridge or their authorized agent*. All submission of plans, scope of work, and schedules of operation must be sent to the First Coast Guard District, Bridge Branch Office.

3. At least 30-days prior to commencement of any work**,** we must have for our review, a copy of the construction plans, contractor' schedule, preferably depicted in a time line graphic format, and the contractor's daily hours of operation. The construction plan package must show the following: **(1)** a plan of the entire waterway area in the vicinity of the project; (**2)** the location of work barges and any anchor lines during working and off-hours; (**3)** in addition, a drawing must be included, if applicable, depicting any scaffolding or containment used indicating the location and the total vertical or horizontal channel reduction. All vertical clearance reductions below low steel or concrete under the bridge as a result of the use of scaffolding must be clearly detailed on the drawings shown in total feet; (**4)** emergency 24-hour telephone numbers for all responsible individuals for this project must be submitted to this office before any phase of construction begins in case of an emergency situation during off-hours.

4. Scaffolding used under ANY span of the bridge must be lighted with constant burning red lights every 50 feet and on all corners. The placement of scaffolding must not interfere with the ability of a moveable bridge to open for vessel traffic. Moveable bridges must continue to operate according to their normal schedule unless special drawbridge operation regulation changes have been requested. Warning signs must be posted on both sides of the bridge, visible for a 1-mile range, to warn mariners of the vertical clearance reduction. The signs shall face upstream and downstream so as to draw the mariner's attention to the fact that the clearance has been reduced.

5. All barges placed in the waterway must be lighted with constant burning white lights on all four corners of the barge. The contractor is required to comply with all provisions of the Navigation Rules International-Inland**,** regarding the use of work barges or floating equipment in the waterway. Copies are available from the U.S. Government Bookstore, 710 N Capitol street NW, Washington, DC 20403. Telephone (202) 512-0132, or www.navcen.uscg.gov.

6. Placement of construction barges in the navigable channel shall be done so as to provide a minimum horizontal clearance reduction. Only one navigation channel of a swing bridge may be blocked by work equipment at any time. Barges must be moved out of the navigable channel after working hours unless approved in writing by this office.

7. Barges held in place by anchor lines must be marked by anchor buoys, which should be lighted.

8. An as-built survey verifying the bridge clearances and approved by a professional engineer or land surveyor must be taken upon completion of the project.

9. The on-scene contractor must have a VHF-FM marine radio set to the bridge communication channels 16/13 or the designated channel for the bridge. Additional marine radios monitoring the above channels must also be maintained at the main control of any floating equipment or barges on station.

10. Preventive measures must be taken to prevent any hot work, debris, or construction material from entering the waterway. This includes sandblasting material, paint, and any concrete work by-products. Welding and burning must cease upon approach of a vessel and shall not start again until the vessel has passed the bridge.

11. The project manager must contact the Coast Guard Sector New York-VTS via marine radio before commencement of any and after completion of any Hot Work. A cell phone back-up may be used to contact the above Coast Guard Unit at (718) 354-4088.

12. If permanent bridge navigational lighting cannot be maintained operational during any phase of this project, temporary battery/power lights must be installed at the same locations. These temporary lights must be visible for a distance of **2,000 yards on 90% of the nights of the year**. Generally, a lamp of **50 candelas** will meet these requirements. Plans for temporary lighting shall be submitted to this office for written approval. Deviations from the approved temporary lighting shall be permitted only upon written authorization from this office.

13. **All newly constructed bridge piers, or those in the process of demolition, must be lighted with either red or white flashing (60 flashes per minute) lights. All cofferdams used during construction must also be lighted with red or white flashing (60 flashes per minute) on all four corners.**

14. Bridge protective fenders shall not be constructed or rebuilt with any metal surfaces on the rubbing face of the fender system. All bolts, spikes, or other metal fastening devices must be countersunk. Metal splicing plates, if used, shall be mounted on back of outer wales.

15. All piles including those previously damaged or broken that are not being used in the new or repaired fender shall be extracted rather than cut off at the mud line. Upon completion of all fender repairs a bottom sweep is required to determine if any piles or debris are present in the waterway. A wire-drag sweep or side-scan sonar is the preferred method.

16. During the progress of work should any debris or equipment enter the waterway and become a hazard to navigation, immediate notice shall be given to the Coast Guard and the object removed as soon as possible. Until removal can be effected, the obstruction shall be properly marked.

17. Spillage of oil and hazardous substances is specifically prohibited by the **Federal Water Pollution Control Act**, as amended. Approved spill containment equipment and absorbent

material must be located at the project site in the event of a spill into the waterway or the shoreline. The Coast Guard must be notified immediately at (800) 424-8802.

18. The bridge owner is responsible to ensure that channel depths are not affected by this work. Any material, machinery or equipment lost, dumped, thrown into, or otherwise entering the waterway must be removed immediately. If immediate removal is impractical and the object entering the waterway could possibly obstruct or hazard navigation, the object must be marked immediately to protect navigation and the Coast Guard shall be notified as soon as possible. Upon request of the Coast Guard or Corps of Engineers, the bridge owner/contractor shall provide the necessary equipment and personnel to determine the presence of any suspected obstructions in the waterway.

19. The bridge owner/contractor shall provide any and all necessary equipment and personnel to determine the presence of any "suspected" obstructions in the waterway at any time either during or following the completion of bridge construction or demolition operations.

20. Upon project completion, the bridge owner shall provide the' Coast Guard with a written certification by a registered professional engineer that the waterway depths have not been impaired as a result of any construction or demolition operations and that the waterway has been cleared of any and all construction debris or remnants from the existing or previous bridge construction or demolition.

21. This approval may be revoked and/or civil penalties imposed for failure to ensure that the above listed stipulations are adhered to or if work is determined to hazard or impair navigation.

APPENDIX G

REQUIRED INFORMATION AND PERMITS FROM ARMY CORPS OF ENGINEERS, NYS DEPARTMENT OF STATE AND NYS DEPARTMENT OF ENVIRONMENTAL CONSERVATION

March 12, 2007
Federal Register
Re-Issuance of Nationwide Permits
Nationwide Permits, Conditions, Further Information and Definitions

2007 Nationwide Permits, Conditions, Further Information, and Definitions (with corrections)

A. Index of Nationwide Permits, Conditions, Further Information, and Definitions

Nationwide Permits

I. Aids to Navigation
2. Structures in Artificial Canals
3. Maintenance
4. Fish and Wildlife Harvesting, Enhancement, and Attraction Devices and Activities
5. Scientific Measurement Devices
6. Survey Activities
7. Outfall Structures and Associated Intake Structures
8. Oil and Gas Structures on the Outer Continental Shelf
9. Structures in Fleeting and Anchorage Areas
10: Mooring Buoys
11. Temporary Recreational Structures
12. Utility Line Activities
13. Bank Stabilization
14. Linear Transportation Projects
15. U.S. Coast Guard Approved Bridges
16. Return Water From Upland Contained Disposal Areas
17. Hydropower Projects
18. Minor Discharges
19. Minor Dredging
20. Oil Spill Cleanup
21. Surface Coal Mining Operations
. 22. Removal of Vessels
23. Approved Categorical Exclusions
24. Indian Tribe or State Administered Section 404 Programs
25. Structural Discharges
26. [Reserved]
27. Aquatic Habitat Restoration, Establishment, and Enhancement Activities
28. Modifications of Existing Marinas
29. Residential Developments
30. Moist Soil Management for Wildlife
31. Maintenance of Existing Flood Control Facilities
32. Completed Enforcement Actions
33. Temporary Construction, Access, and Dewatering
34. Cranberry Production Activities
35. Maintenance Dredging of Existing Basins
36. Boat Ramps
37. Emergency Watershed Protection and Rehabilitation
38. Cleanup of Hazardous and Toxic Waste

Definitions

Best management practices (BMPs)
Compensatory mitigation
Currently serviceable
Discharge
Enhancement
Ephemeral stream
Establishment (creation)
Historic property
Independent utility
Intermittent stream
Loss of waters of the United States
Non·tidal wetland
Open water
Ordinary high watermark
Perennial stream
Practicable'
Pre-construction notification
Preservation
Re-establishment
Rehabilitation
Restoration
Riffle and pool complex
Riparian areas
Shellfish seeding
Single and complete project
Storm water management
Storm water management facilities
Stream bed
Stream channelization
Structure
Tidal wetland
Vegetated shallows
Waterbody

(d) This NWP does not authorize maintenance dredging for the primary purpose of navigation or beach restoration. This NWP does not authorize new stream channelization or stream relocation projects.

Notification: For activities authorized by paragraph (b) of this NWP, the permitte must submit a pre-construction notification to the district .engineer prior to commencing the activity (see general condition 27). Where maintenance dredging is proposed, the pre-construction notification must include information regarding the original design capacities and configurations of the outfalls, intakes, small impoundments, and canals. (Sections 10 and 404)

Note: This NWP authorizes the repair, rehabilitation, or replacement of any previously authorized structure or fill that does not qualify for the Clean Water Act Section 404(f) exemption for maintenance.

4. Fish and Wildlife Harvesting, Enhancement, and Attraction Devices and Activities. Fish and wildlife harvesting devices and activities such as pound nets, crab traps, crab dredging, eel pots, lobster traps, duck blinds, and clam and oyster digging, and small fish attraction devices such as open water fish concentrators (sea kites, etc.). This NWP does not authorize artificial reefs or impoundments and semi-impoundments of waters of the United States for the culture or holding of motile species such as lobster, or the use of covered oyster trays or clam racks. (Sections 10 and 404)

5. Scientific Measurement Devices. Devices, whose purpose is to measure and record scientific data, such as staff gages, tide gages, water recording devices, water quality testing and improvement devices, and similar structures. Small weirs and flumes constructed primarily to record water quantity and velocity are also authorized provided the discharge is limited to 25 cubic yards. (Sections 10 and 404)

6. Survey Activities. Survey activities, such as core sampling, seismic exploratory operations, plugging of seismic shot holes and other exploratory-type bore holes, exploratory trenching, soil surveys, sampling, and historic resources surveys. For the purposes of this NWP, the term "exploratory trenching" means mechanical land clearing of the upper soil profile to expose bedrock or substrate, for the purpose of mapping or sampling the exposed material. The area in which the exploratory trench is dug must be restored to its pre-construction elevation upon completion of the work. In wetlands, the top 6 to 12 inches of the trench should normally be backfilled with topsoil from the trench. This NWP authorizes the construction of temporary pads, provided the discharge does not exceed 25 cubic yards. Discharges and structures associated with the recovery of historic resources are not authorized by this NWP. Drilling and the discharge of excavated material from test wells for oil and gas exploration are not authorized by this NWP; the plugging of such wells is authorized. Fill placed for roads and other similar activities is not authorized by this NWP. The NWP does not authorize any permanent structures. The discharge of drilling mud and cuttings may require a permit under Section 402 of the Clean Water Act. (Sections 10 and 404)

7. Outfall Structures and Associated Intake Structures. Activities related to the construction or modification of outfall structures and associated intake structures, Where the effluent from the outfall is authorized, conditionally authorized, or specifically exempted by, or that are otherwise in compliance with regulations issued under the National Pollutant Discharge

manner that it is dispersed by currents or other forces. The district engineer may extend the period of temporary side casting for no more than a total of 180 days, where appropriate. In wetlands, the top 6 to 12 inches of the trench should normally be backfilled with topsoil from the trench. The trench cannot be constructed or backfilled in such a manner as to drain waters of the United States (e.g., backfilling with extensive gravel layers, creating a french drain effect). Any exposed slopes and stream banks must be stabilized immediately upon completion of the utility line crossing of each waterbody.

Utility line substations: This NWP authorizes the construction, maintenance, or expansion of substation facilities associated with a power line or utility line in non-tidal waters of the United States, provided the activity, in combination with all other activities included in one single and complete project, does not result in the loss of greater than 1/2 acre of waters of the United States. This NWP does not authorize discharges into non-tidal wetlands adjacent to tidal waters of the United States to construct, maintain, or expand substation facilities.

Foundations for overhead utility line towers, poles, and anchors: This NWP authorizes the construction or maintenance of foundations for overhead utility line towers, poles, and anchors in all waters of the United States, provided the foundations are the minimum size necessary and separate footings for each tower leg (rather than a larger single pad) are used where feasible.

Access roads: This NWP authorizes the construction of access roads for the construction and maintenance of utility lines, including overhead power lines and utility line substations, in ' non-tidal waters of the United States, provided the total discharge from a single and complete project does not cause the loss of greater than I/2-acre of non-tidal waters of the United States. This NWP does not authorize discharges into non-tidal wetlands adjacent to tidal waters for access roads. Access roads must be the minimum width necessary (see. Note 2, below). Access roads must be constructed so that the length of the road minimizes any adverse effects on waters of the United States and must be as near as possible to pre-construction contours and elevations (e.g., at grade corduroy roads or geotextile/gravel roads). Access roads constructed above preconstruction
contours and elevations in waters of the United States must be properly bridged or converted to maintain surface flows.

This NWP may authorize utility lines in or affecting navigable waters of the United States even if there is no associated discharge of dredged or fill material (See 33 CFR Part 322). Overhead utility lines constructed over section 10 waters and utility lines that are routed in or under section 10 waters without a discharge of dredged or fill material require a section 10 permit.

This NWP also authorizes temporary structures, fills, and work necessary to conduct the utility line activity. Appropriate measures must be taken to maintain normal downstream flows and minimize flooding to the maximum extent practicable, when temporary structures, work, and discharges, including cofferdams, are' necessary for construction activities, access fills, or dewatering of construction sites. Temporary fills must consist of materials, and be placed in a manner, that will not be eroded by expected high flows. Temporary fills must be removed in their entirety and the affected areas returned to pre-construction elevations. The areas affected by temporary fills must be revegetated, as appropriate.

Notification: The permittee must submit a pre-construction notification to the district engineer prior to commencing the activity if any of the following criteria are met: (I) the activity involves mechanized land clearing in a forested wetland for the utility line right-of-way; (2) a section JO permit is required; (3) the utility line in waters of the United States, excluding

of the United States. For linear transportation projects in tidal waters, the discharge cannot cause the loss of greater than 1/3-acre of waters of the United States. Any stream channel modification, including bank stabilization, is limited to the minimum necessary to construct or protect the linear transportation project; such modifications must be in the immediate vicinity of the project.

This NWP also authorizes temporary structures, fills, and work necessary to construct the linear transportation project. Appropriate measures must be taken to maintain normal downstream flows and minimize flooding to the maximum extent practicable, when temporary structures. work, and discharges, including cofferdams, are necessary for construction activities, access fills, or dewatering of construction sites. Temporary fills must consist of materials. and be placed in a manner, that will not be eroded by expected high flows. Temporary fills must be removed in their entirety and the affected areas returned to pre-construction elevations. The areas affected by temporary fills must be revegetated, as appropriate. .

This NWP cannot be used to authorize non-linear features commonly associated with transportation projects, such as vehicle maintenance or storage buildings, parking lots, train stations, or aircraft hangars.

Notification: The permittee must submit a pre-construction notification to the district engineer prior to commencing the activity if: (I) the loss of waters of the United States exceeds 1/10 acre; or (2) there is a discharge in a special aquatic site, including wetlands. (See general condition 27.) (Sections 10 and 404)

Note: Some discharges for the construction of farm roads or forest roads, or temporary roads for moving mining equipment, may qualify for an exemption under Section 404(f) of the Clean Water Act (see 33 CFR 323.4).

15. U.S. Coast Guard Approved Bridges. Discharges of dredged or fill material incidental to the construction of bridges across navigable waters of the United States, including cofferdams, abutments. foundation seals, piers, and temporary construction and access fills, provided such' discharges have been authorized by the U.S. Coast Guard as part of the bridge permit. Causeways and approach fills are not included in this NWP and will require a separate section 404 permit. (Section 404)

16. Return Water From Upland Contained Disposal Areas. Return water from an upland contained dredged material disposal area. The return water from a contained disposal area is administratively defined as a discharge of dredged material by 33 CFR 323.2(d), even though the disposal itself occurs on the upland and does not require a section 404 permit. This NWP satisfies the technical requirement for a section()n 404 permit for the return water where the quality of the return water is controlled by the state through the section 401 certification procedures. The dredging activity may require a section 404 permit (33 CFR 323.2(d», and will require a section 10 permit if located in navigable waters of the United States. (Section 404)

17. Hydropower Projects. Discharges of dredged or fill material associated with hydropower projects having: (a) Less than 5000 kW of total generating capacity at existing reservoirs, where the project, including the fill, is licensed by the Federal Energy Regulatory Commission (FERC) under the Federal Power Act of 1920, as amended; or (b) a licensing exemption granted by the FERC pursuant to Section 408 of the Energy Security Act of 1980 (16 U.S.C. 2705 and 2708) and Section 30 of the Federal Power Act, as amended.

man-made obstructions to navigation. This NWP does not authorize maintenance dredging, shoal removal, or riverbank snagging.

Notification: The permittee must submit li pre-construction notification to the district engineer prior to commencing the activity if: (I) The vessel is listed or eligible for listing in the National Register of Historic Places; or (2) the activity is conducted in a special aquatic site, including coral reefs and wetlands. (See general condition 27.) If condition I above is triggered, the permittee cannot commence the activity until informed by the district engineer that compliance with the "Historic Properties" general condition is completed. (Sections 10 and 404)

Note 1: If a removed vessel is disposed of in waters of the United States, a permit from the U.S. EPA may be required (see 40 CFR 229.3). If a Department of the Army permit is required for vessel disposal in waters of the United States, separate authorization will be required.

Note 2: Compliance with general condition 17, Endangered Species, and general condition 18, Historic Properties, is required for all NWPs. The concern with historic properties is emphasized in the notification requirements for this NWP because of the likelihood that submerged vessels may be historic properties.

23. Approved Categorical Exclusions. Activities undertaken, assisted, authorized, regulated, funded, or financed, in whole or in part, by another Federal agency or department where:

(a) That agency or department has determined, pursuant to the Council on Environmental Quality's implementing regulations for the National Environmental Policy Act (40 CFR part 1500 et seq.), that the activity is categorically excluded from environmental documentation, because it is included within a category of actions which neither individually nor cumulatively have a significant effect on the human environment;' and

(b) The Office of the Chief of Engineers (Attn: CECW-CO) has concurred with that agency's or department's determination that the activity is categorically excluded and approved the activity for authorization under NWP 23.

The Office of the Chief of Engineers may require additional conditions, including preconstruction notification, for authorization of an agency's categorical exclusions under this NWP.

Notification: Certain categorical exclusions approved for authorization under this NWP require the permittee to submit a pre-construction notification to the district engineer prior to commencing the activity (see general condition 27). The activities that require pre-construction notification are listed in the appropriate Regulatory Guidance Letters. (Sections 10 and 404)

Note: The agency or department may submit an application for an activity believed to be categorically excluded to the Office of the Chief of Engineers (Attn: CECW-CO). Prior to approval for authorization under this NWP of any agency's activity, the Office of the Chief of Engineers will solicit public comment. As of the date of issuance 6fthis NWP, agencies with approved categorical exclusions are the: Bureau of Reclamation, Federal Highway Administration, and U.S. Coast Guard. Activities approved for authorization under this NWP as Of the date of this notice are found in Corps Regulatory Guidance Letter 05-07, which is available at:
http://www.usace.army.mil/inet/functions/cw/cecwo/reg/rglsindx.htm . Any future approved categorical exclusions will be announced in Regulatory Guidance Letters and posted on this same web site.

including tidal wetlands, to other aquatic uses, such as the conversion of tidal wetlands into open water impoundments.

Reversion. For enhancement, restoration, and establishment activities conducted: (I) In accordance with the terms and conditions of a binding wetland enhancement, restoration, or establishment agreement between the! landowner and the U.S. Fish and Wildlife Service (FWS), the Natural Resources Conservation Service (NRCS), the Farm Service Agency (FSA), the National Marine Fisheries Service (NMFS), the National Ocean Service (NOS), or their designated state cooperating agencies; (2) as voluntary wetland restoration, enhancement, and establishment actions documented by the NRCS or USDA Technical Service Provider pursuant to NRCS Field Office Technical Guide standards; or (3) on reclaimed surface coal mine lands, in accordance with a Surface Mining Control and Reclamation Act permit issued by the OSM or the applicable state agency, this NWP also authorizes any future discharge of dredged or fill material associated with the reversion of the area to its documented prior condition and use (i.e., prior to the restoration, enhancement, or establishment activities). The reversion must occur within five years after expiration of a limited term wetland restoration or establishment agreement or permit, and is authorized in these circumstances even if the discharge occurs after this NWP expires. The five-year reversion limit does not apply to agreements without time limits reached between the landowner and the FWS, NRCS, FSA, NMFS, NOS, or an appropriate state cooperating agency. This NWP also authorizes discharges of dredged or fill material in waters of the United States for the reversion of wetlands that were restored, enhanced, or established on prior-converted cropland that has not been abandoned or on uplands, in accordance with a binding agreement between the landowner and NRCS, FSA, FWS, or their designated state cooperating agencies (even though the restoration, enhancement, or establishment activity did not require a section 404 permit). The prior condition will be documented in the original agreement or permit, and the determination of return to prior conditions will be made by the Federal agency or appropriate state agency executing the agreement or permit. Before conducting any reversion activity the permittee or the appropriate Federal or state agency must notify the district engineer and include the documentation of the prior condition. Once an area has reverted to its prior physical condition, it will be subject to whatever the Corps Regulatory requirements are applicable to that type of land at the time. The requirement that the activity result in a net increase in aquatic resource functions and services does not apply to reversion activities meeting the above conditions. Except for the activities described above, this NWP does not authorize any future discharge of dredged or fill material associated with the reversion of the area to its prior condition. In such cases a separate permit would be required for any reversion.

Reporting: For those activities that do not require pre-construction notification, the permittee must submit to the district engineer a copy of: (I) The binding wetland enhancement, restoration, or establishment agreement, or a project description, including project plans and location map; (2) the NRCS or USDA Technical Service Provider documentation for the voluntary wetland restoration, enhancement, or establishment action; or (3) the SMCRA permit issued by OSM or the applicable state agency. These documents must be submitted to the district engineer at least 30 days prior to commencing activities in waters of the United States authorized by this NWP. .

Notification. The permittee must submit a pre-construction notification to the district engineer prior to commencing the activity (see general condition 27), except for the following activities:

erosion and sedimentation. This NWP does not authorize the construction of new dikes, roads, water control structures, or similar features associated with the management areas. The activity must not result in a net loss of aquatic resource functions and services. This NWP does not . authorize the conversion of wetlands to uplands, impoundments, or other open water bodies. (Section 404)

Note: The repair, maintenance, or replacement of existing water control structures or the repair or maintenance of dikes may be authorized by NWP 3. Some such activities may quality for an exemption under Section 404(f) of the Clean Water Act (see 33 CFR 323.4).

31. Maintenance of Existing Flood Control Facilities. Discharges of dredged or fill material resulting from activities associated with the maintenance of existing flood control facilities, including debris basins, retention/detention basins, levees, and channels that: (i) were previously authorized by the Corps by individual permit, general permit, by 33 CFR 330.3, or did not require a permit at the time they were constructed, or (ii) were constructed by the Corps and transferred to a non-Federal sponsor for operation and maintenance. Activities authorized by this NWP are limited to those resulting from maintenance activities that are conducted within the "maintenance baseline," as described in the definition below. Discharges of dredged or fill materials associated with maintenance activities in flood control facilities in any watercourse that have previously been determined to be within the maintenance baseline are authorized under this NWP. This NWP does not authorize the removal of sediment and associated vegetation from natural water courses except when these activities have been included in the maintenance baseline. All dredged material must be placed in an upland site or an authorized disposal site in waters of the United States, and proper siltation controls must be used.

Maintenance Baseline: The maintenance baseline is a description of the physical characteristics (e.g., depth, width, length, location, configuration, or design flood capacity, etc.) of a flood control project within which-maintenance activities are normally authorized by NWP 31, subject to any case-specific conditions required by the district engineer. The district engineer will approve the maintenance baseline based on the approved or constructed capacity of the flood control facility, whichever is smaller, including any areas where there are no constructed channels, but which are part of the facility. The prospective permittee will provide documentation of the physical characteristics of the flood control facility (which will normally consist of as-built or approved drawings) and documentation of the approved and constructed design capacities of the flood control facility. If no evidence of the constructed capacity exists, the approved capacity will be used. The documentation will also include best management practices to ensure that the impacts to the aquatic environment are minimal, especially in maintenance areas where there are no constructed channels. (The Corps may request maintenance records in areas where there has not been recent maintenance.) Revocation or modification of the final determination of the maintenance baseline can only be done in accordance with 33 CFR 330.5. Except in emergencies as described below, this NWP cannot be used until the district engineer approves the maintenance baseline and determines the need for mitigation and any regional or activity-specific conditions. Once determined, the maintenance baseline will remain valid for any subsequent reissuance of this NWP. This NWP does not authorize maintenance of a flood control facility that has been abandoned. A flood control facility will be considered abandoned if it has operated at a significantly reduced capacity without needed maintenance being accomplished in a timely manner.

(ii) The terms of a final Federal court decision, consent decree, or settlement agreement resulting from an enforcement action brought by the United States under Section 404 of the Clean Water Act and/or Section 10 of the Rivers and Harbors Act of 1899; or

(iii) The terms of a final court decision, consent decree, settlement agreement, or non-judicial settlement agreement resulting from a natural resource damage claim brought by a trustee or trustees for natural resources (as defined by the National Contingency Plan at 40 CFR subpart G) under Section 311 of the Clean Water Act, Section 107 of the Comprehensive Environmental Response, Compensation and Liability Act, Section 312 of the National Marine Sanctuaries Act, Section 1002 of the Oil Pollution Act of 1990, or the Park System Resource Protection Act at 16 U,S.C. 19jj, to the extent that a Corps permit is required.

Compliance is a condition of the NWP itself. Any authorization under this NWP is automatically revoked if the pennittee does not comply with the terms of this NWP or the terms of the court decision, consent decree, or judicial/non-judicial settlement agreement. This NWP does not apply to any activities occurring after the date of the decision, decree, 'or agreement that are not for the purpose of mitigation, restoration, or environmental benefit. Before reaching any settlement agreement, the Corps will ensure compliance with the provisions of33 *CPR* part 326 and 33 CFR 330,6(d)(2) and (e). (Sections 10 and 404)

33. Temporary Construction, Access, and Dewatering. Temporary structures, work, and discharges, including cofferdams, necessary for construction activities or access fills or dewatering of construction sites, provided that the associated primary activity is authorized by the Corps of Engineers or the U,S, Coast Guard. This NWP also authorizes temporary structures, Work, and discharges, including cofferdams, necessary for construction activities not otherwise subject to the Corps or U.S. Coast Guard permit requirements. Appropriate measures must be taken to maintain near normal downstream flows and to minimize flooding. Fill must consist of materials, and be placed in a manner, that will not be eroded by expected high flows. The use of dredged material may be allowed if the district engineer determines that it will not cause more than minimal adverse effects on aquatic resources. Following completion of construction, temporary fill must be entirely removed to upland areas, dredged material must be returned to its original location, and the affected areas must be restored to pre-construction elevations. The affected areas must also be revegetated, as appropriate. This permit does not authorize the use of cofferdams to dewater wetlands or other aquatic areas to change their use. Structures left in place after construction is completed require a section 10 permit if located in navigable waters of the United States, (See 33 CFR part 322,)

Notification: The pennittee must submit a pre-construction notification to the district engineer prior to commencing the activity (see general condition 27). The pre-construction notification must include a restoration plan showing how all temporary fills and structures will be removed and the area restored to pre-project conditions. (Sections 10 and 404)

34. Cranberry Production Activities. Discharges of dredged or fill material for dikes, berms, pumps, water control structures or leveling of cranberry beds associated with expansion, enhancement, or modification activities at existing cranberry production operations. The cumulative total acreage of disturbance per cranberry production operation, including but not limited to, filling, flooding, ditching, or clearing, must not exceed 10 acres of waters of the United States, including wetlands. The activity must not result in a net loss of wetland acreage. This NWP does not authorize any discharge of dredged or fill material related to other cranberry

In general, the prospective pennittee should wait until the district engineer issues an NWP verification before proceeding with the watershed protection and rehabilitation activity. However, in cases where there is an unacceptable hazard to life or a significant loss of property or economic hardship will occur, the emergency watershed protection and rehabilitation activity may proceed immediately and the district engineer will consider the information in the preconstruction notification any comments received as a result of agency coordination to decide whether the NWP 37 authorization should be modified, suspended, or revoked in accordance with the procedures at 33 CFR 330.5.

Notification: The pennittee must submit a pre-construction notification to the district engineer prior to commencing the activity (see general condition 27). (Sections 10 and 404)

38. Cleanup of Hazardous and Toxic Waste. Specific activities required to effect the containment, stabilization, or removal of hazardous or toxic waste materials that are performed, ordered, or sponsored by a government agency with established legal or regulatory authority. Court ordered remedial action plans or related settlements are also authorized by this NWP. This NWP does not authorize the establishment of new disposal sites or the expansion of existing sites used for the disposal of hazardous or toxic waste.

Notification: The pennittee must submit a pre-construction notification to the district engineer prior to commencing the activity. (See general condition 27.) (Sections 10 and 404)

Note: Activities undertaken entirely on a Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) site by authority of CERCLA as approvt1d or required by EPA, are not required to obtain permits under Section 404 of the Clean Watt1r Act or Section 10 of the Rivers and Harbors Act.

39. Commercial and Institutional Developments. Discharges of dredged or fill material into non-tidal waters of the United States for the construction or expansion of commercial and institutional building foundations and building pads and attendant features that are necessary for the use and maintenance of the structures. Attendant features may include, but are not limited to, roads, parking lots, garages, yards, utility lines, storm water management facilities, and recreation facilities such as playgrounds and playing fields. Examples of commercial developments include retail stores, industrial facilities, restaurants, busint1ss parks, and shopping centers. Examples of institutional developments include schools, fire stations, government .office buildings, judicial buildings, public works buildings, libraries, hospitals, and places of worship. The construction of new golf courses, new ski areas, or oil and gas wells is not authorized by this NWP.

The discharge must not cause the loss of greater than 1/2-acre of non-tidal waters of the United States, including the loss of no more than 300 linear feet of stream bed, unless for intermittent and t1pht1meral stream beds this 300 linear foot limit is waived in writing by tht1 district engint1er. This NWP does not authorize dischargt1s into non-tidal wetlands adjacent to tidal waters.

Notification: The pennittee must submit a prt1-construction notification to the district enginet1rprior to commencing the activity. (See gt1nt1ral condition 27.) (Sections 10 and 404)

40. Agricu1tural Activities. Discharges of dredged or fill material into non-tidal waters of the Unitt1d States for agricultural activities, including tht1 construction of building pads for farm buildings. Authorized activities include the installation, plact1mt1nt, or construction of drainage

but it does not authorize the construction of hotels, restaurants, racetracks, stadiums, arenas, or similar facilities.

The discharge must not cause the loss of greater than 1/2-acre of non-tidal waters of the United States, including the loss of no more than 300 linear feet of stream bed, unless for intermittent and ephemeral stream beds this 300 linear foot limit is waived in writing by the district engineer. This NWP does not authorize discharges into non-tidal wetlands adjacent to tidal waters.

Notification: The permittee must submit a preconstruction notification to the district engineer prior to commencing the activity. (See general condition 27.) (Section 404)

43. Storm water Management Facilities. Discharges of dredged or fill material into non-tidal waters of the United States for the construction and maintenance of stormwater management facilities, including the excavation of storm water ponds/facilities, detention basins, and retention basins; the installation and maintenance of water control structures, outfall structures and emergency spi11ways; and the maintenance dredging of existing storrnwater management ponds/facilities and detention and retention basins.

The discharge must not cause the loss of greater than ll2-acre of non-tidal waters of the United States, including the loss of no more than 300 linear feet of stream bed, unless for intermittent and ephemeral stream beds this 300 linear foot limit is waived in writing by the district engineer. This NWP does not authorize discharges into non-tidal wetlands adjacent to tidal waters. This NWP does not authorize discharges of dredged or fill material for the construction of new stormwater management facilities in perennial streams.

Notification: For the construction of new stormwater management facilities, or the expansion of existing stormwater management facilities, the permittee must submit a preconstruction notification to the district engineer prior to commencing the activity. (See general condition 27.) Maintenance activities do not require pre-construction notification if they are limited to restoring the original design capacities of the storrnwater management facility. (Section 404)

44. Mining Activities. Discharges of dredged or fill material into non-tidal waters of the United States for mining activities, except for coal mining activities. The discharge must not cause the loss of greater than 1/2-acre of non-tidal waters of the United States. This NWP does not authorize discharges into non-tidal wetlands adjacent to tidal waters.

Notification: The permittee must submit a pre-construction notification to the district engineer prior to commencing the activity. (See general condition 27.) If reclamation is required by other statutes, then a copy of the reclamation plan must be submitted with the preconstruction notification. (Sections 10 and 404)

45. Repair of Uplands Damaged by Discrete Events. This NWP authorizes discharges of dredged or fill material, including dredging or excavation, into all waters of the United States for activities associated with the restoration of upland areas damaged by storms, floods, or other discrete events. This NWP authorizes bank stabilization to protect the restored uplands. The restoration of the damaged areas, including any bank stabilization, must not exceed the contours, or ordinary high water mark, that existed before the damage occurred. The district engineer retains the right to determine the extent of the pre-existing conditions and the extent of any restoration work authorized by this NWP. The work must commence, or be under contract to

affected areas returned to pre-construction elevations. The affected areas must be revegetated, as appropriate;

(d) In wetlands, the top 6 to 12 inches of the trench should normally be backfilled with topsoil from the trench so that there is no change in preconstruction contours;

(e) To the maximum extent practicable, the restoration of open waters must be to the preconstruction course, condition, capacity, and location of the waterbody;

(f) Any exposed slopes and stream banks must be stabilized immediately upon completion of the project;

(g) Additional maintenance activities done in conjunction with the time-sensitive inspection or repair must not result in additional losses of waters of the United States; and,

(h) The permittee is a participant in the Pipeline Repair and Environmental Guidance System (PREGS).

Reporting: The permittee must submit a *post* construction report to the PHP within seven days after completing the work. The report must be submitted electronically to PHP via PREGS. The report must contain the following information: project sites located in waters of the United States, temporary access routes, stream dewatering sites, temporary fills and temporary structures identified on a map of the pipeline corridor; photographs of the pre- and post-construction work areas located in waters of the United States; and a list of best management practices employed for each pipeline segment shown on the map. (Section 10 and 404)

Note: Division engineers may modify this NWP by adding regional conditions to protect the aquatic environment, as long as those regional conditions do not require pre-construction notification or other actions that would delay time sensitive inspections and repairs. Examples of appropriate regional conditions include best management practices.

48. Existing Commercial Shellfish Aquaculture Activities. This NWP authorizes the installation of buoys, floats, racks, trays, nets, lines, tubes, containers, and other structures necessary for the continued operation of the existing commercial aquaculture activity. This NWP also authorizes discharges of dredged or fill material necessary for shellfish seeding, rearing, cultivating, transplanting, and harvesting activities. Rafts and other floating structures must be securely anchored and clearly marked.

This NWP does not authorize. new operations or the expansion of the project area for an existing commercial shellfish aquaculture activity. This NWP does not authorize the cultivation of new species (I.e., species not previously cultivated in the waterbody). This NWP does not authorize attendant features such as docks, piers, boat ramps, stockpiles, staging areas, or the deposition of shell material back into waters of the United States as waste.

Reporting: For those activities that do not require pre-construction notification, the permittee must submit a report to the district engineer that includes the following information: (1) the size of the project area for the commercial shellfish aquaculture activity (in acres); (2) the location of the activity; (3) a brief description of the culture method and harvesting method(s); (4) the name(s) of the cultivated species; and (5) whether canopy predator nets are being used. This is a subset of the information that would be required for pre-construction notification. This report may be provided by letter or using an optional reporting form provided by the Corps. Only one report needs to be submitted during the period this NWP is valid, as long as there are no changes to the operation that require pre-construction notification. The report must be submitted to the district engineer within 90 days of the effective date of this NWP.

contact the appropriate Corps district office to determine if regional conditions have been imposed 011 an NWP. Prospective permittees should also contact the appropriate Corps district office to determine the status of Clean Water Act Section 401 water quality certification and/or Coastal Zone Management Act consistency for an NWP.

1. Navigation. (a) No activity may cause more than a minimal adverse effect on navigation.

(b) Any safety lights and signals prescribed by the U.S. Coast Guard, through regulations or otherwise, must be installed and maintained at the pennittee's expense on authorized facilities in navigable waters of the United States.

(c) The permittee understands and agrees that, if future operations by the United States require the removal, relocation, or other alteration, of the structure or work herein authorized, or if, in the opinion of the Secretary of the Anny or his authorized representative, said structure or work shall cause unreasonable obstruction to the free navigation of the navigable waters, the permittee will be required, upon due notice from the Corps of Engineers, to remove, relocate, or alter the structural work or obstructions caused thereby, without expense to the United States. No claim shall be made against the United States on account of any such removal or alteration.

2. Aquatic Life Movements. No activity may substantially disrupt the necessary life cycle movements of those species of aquatic life indigenous to the waterbody, including those species that normally migrate through the area, unless the activity's primary purpose is to impound water. Culverts placed in streams must be installed to maintain low flow conditions.

3. Spawning Areas. Activities in spawning areas during spawning seasons must be avoided to the maximum extent practicable. Activities that result in the physical destruction (e.g., through excavation, fill, or downstream smothering by substantial turbidity) of an important spawning area are not authorized.

4. Migratory Bird Breeding Areas. Activities in waters of the United States that serve as breeding areas for migratory birds must be avoided to the maximum extent practicable.

5. Shellfish Beds. No activity may occur in areas of concentrated shellfish populations, unless the activity is directly related to a shellfish harvesting activity authorized by NWPs 4 and 48.

6. Suitable Material. No activity may use unsuitable material (e.g., trash, debris, car bodies, asphalt, etc.). Material used for construction or discharged must be free from toxic pollutants in toxic amounts (see Section 307 of the Clean Water Act).

7. Water Supply Intakes. No activity may occur in the proximity of a public water supply intake, except where the activity is for the repair or improvement of public water supply intake structures or adjacent bank .stabilization. .

8. Adverse Effects From Impoundments. If the activity creates an impoundment of water, adverse effects to the aquatic system due to accelerating the passage of water, and/or restricting its flow must be minimized to the maximum extent practicable.

under any NWP which "may affect" a listed species or critical habitat, unless Section 7 consultation addressing the effects of the proposed activity has been completed.

(b) Federal agencies should fol1ow their own procedures for complying with the requirements of the ESA. Federal permittees must provide the district engineer with the appropriate documentation to demonstrate compliance with those requirements.

(c) Non-federal permittees shall notify the district engineer if any listed species or designated critical habitat might be affected or is in the vicinity of the project, or if the project is located in designated critical habitat, and shall not begin work on the activity until notified by the district engineer that the requirements of the ESA have been satisfied and that the activity is authorized. For activities that might affect Federally-listed endangered or threatened species or designated critical habitat, the pre-construction notification must include the name(s) of the endangered or threatened species that may be affected by the proposed work or that utilize the . designated critical habitat that may be affected by the proposed work. The district engineer will determine whether the proposed activity "may affect" or will have "no effect" to listed species and designated critical habitat and will notify the non-Federal applicant of the Corps' determination within 45 days of receipt of a complete pre-construction notification. In cases where the non-Federal applicant has identified listed species or critical habitat that might be affected or is in the vicinity of the project, and has so notified the Corps, the applicant shall not begin work until the Corps has provided notification the proposed activities will have "no effect" on listed species or critical habitat, or until Section 7 consultation has been completed.

(d) As a result of formal or informal consultation with the FWS or NMFS the district engineer may add species-specific regional endangered species conditions to the NWPs.

(e) Authorization of an activity by a NWP does not authorize the "take" of a threatened or endangered species as defined under the ESA. In the absence of separate authorization (e.g., an ESA Section 10 Permit, a Biological Opinion with "incidental take" provisions, etc.) from the U.S. :FWS or the NMFS, both lethal and non-lethal "takes" of protected species are in violation of the ESA. Information on the location of threatened and endangered species and their critical habitat can be obtained directly from the offices of the U.S. FWS and NM:FS or their world wide Web pages at http://www.fws.gov/ and http://www.noaa.govlfisheries.htrnl respectively.

18. Historic Properties. (a) In cases where the district engineer determines that the activity may affect properties listed, or eligible for listing, in the National Register of Historic Places, the activity is not authorized, until the requirements of Section 106 of the National Historic Preservation Act (NHPA) have been satisfied.

(b) Federal permittees should fol1ow their own procedures for complying with the requirements of Section 106 of the National Historic Preservation Act. Federal permittees must provide the district engineer with the appropriate documentation to demonstrate compliance with those requirements.

(c) Non-federal permittees must submit a pre-construction notification to the district engineer if the authorized activity may have the potential to cause effects to any historic properties listed, determined to be eligible for listing on, or potentially eligible for listing on the National Register of Historic Places, including previously unidentified properties. For such activities, the pre-construction notification must state which historic properties may be affected by the proposed work or include a vicinity map indicating the location of the historic properties or the potential for the presence of historic properties. Assistance regarding information on the location of or potential for the presence of historic resources can be sought from the State

20. Mitigation. The district engineer will consider the following factors when determining appropriate and practicable mitigation necessary to ensure that adverse effects on the aquatic environment are minimal:

(a) The activity must be designed and constructed to avoid and minimize adverse effects, both temporary and permanent, to waters of the United States to the maximum extent practicable at the project site (i.e., on site).

(b) Mitigation in all its forms (avoiding, minimizing, rectifying, reducing, or compensating)will be required to the extent necessary to ensure that the adverse effects to the aquatic environment are minimal.

(c) Compensatory mitigation at a minimum one-for-one ratio will be required for all wetland losses that exceed 1/10 acre and require pre-construction notification, unless the district engineer determines in writing that some other form of mitigation would be more environmentally appropriate and provides a project-specific waiver of this requirement. For wetland losses of 1/10 acre or less that require pre-construction notification, the district engineer may determine on a case-by-case basis that compensatory mitigation is required to ensure that the activity results in minimal adverse effects on the aquatic environment. Since the likelihood of success is greater and the impacts to potentially valuable uplands are reduced, wetland restoration should be the first compensatory mitigation option considered.

(d) For losses of streams or other open waters that require pre-construction notification, the district engineer may require compensatory mitigation, such as stream restoration, to ensure that the activity results in minimal adverse effects on the aquatic environment.

(e) Compensatory mitigation will not be used to increase the acreage losses allowed by the acreage limits of the NWPs. For example, if an NWP has an acreage limit of 1/2 acre, it cannot be used to authorize any project resulting in the loss of greater than 1/2 acre of waters of the United States, even if compensatory mitigation is provided that replaces or restores some of the lost waters. However, compensatory mitigation can and should be used, as necessary, to ensure that a project already meeting the established acreage limits also satisfies the minimal impact requirement associated with the NWPs.

(f) Compensatory mitigation plans for projects in or near streams or other open waters will normally include a requirement for the establishment, maintenance, and legal protection (e.g., conservation easements) of riparian areas next to open waters. In some cases, riparian areas may be the only compensatory mitigation required. Riparian areas should consist of native species. The width of the required riparian area will address documented water quality or aquatic habitat loss concerns. Normally, the riparian area will be 25 to 50 feet wide on each side of the stream, but the district engineer may require slightly wider riparian areas to address documented water quality or habitat loss concerns. Where both wetlands and open waters exist on the project site, the district engineer will determine the appropriate compensatory mitigation (e.g., riparian areas and/or wetlands compensation) based on what is best for the aquatic environment on a watershed basis. In cases where riparian areas are determined to be the most appropriate form of compensatory mitigation, the district engineer may waive or reduce the requirement to provide wetland compensatory mitigation for wetland losses.

(g) Permittees may propose the use of mitigation banks, in-lieu fee arrangements or separate activity-specific compensatory mitigation. In all cases, the mitigation provisions will specify the party responsible for accomplishing and/or complying with the mitigation plan.

the transfer of this nationwide permit and the associated liabilities associated with compliance with its terms and conditions, have the transferee sign and date below."

(Transferee)

(Date)

26. Compliance Certification. Each permittee who received an NWP verification from the Corps must submit a signed certification regarding the completed work and any required mitigation. The certification form must be for Warded by the Corps with the NWP verification letter and will include:

(a) A statement that the authorized work was done in accordance with the NWP authorization, including any general or specific conditions; .

(b) A statement that any required mitigation was completed in accordance with the permit conditions; and

(c) The signature of the permittee certifying the completion of the work and mitigation.

27. Pre-Construction Notification. (a) Timing. Where required by the terms of the NWP, the prospective permittee must notify the district engineer by submitting a pre-construction notification (PCN) as early as possible. The district engineer must determine if the PCN is complete within 30 calendar days of the date of receipt and, as a general rule, will request additional information necessary to make the PCN complete only once. However, if the prospective permittee does not provide all of the requested information, then the district engineer
will notify the prospective permittee that the PCN is still incomplete and the PCN review process will not commence until all of the requested information has been received by the district engineer. The prospective permittee shall not begin the activity until either:

(l) He or she is notified in writing by the district engineer that the activity may proceed under the NWP with any special conditions imposed by the district or division engineer; or

(2) Forty-five calendar days have passed from the district engineer's receipt of the complete PCN and the prospective permittee has not received written notice from the district or division engineer. However, if the permittee was required to notify the Corps pursuant to general condition 17 that listed species or critical habitat might affected or in the vicinity of the project, or to notify the Corps pursuant to general condition 18 that the activity may have the potential to cause effects to historic properties, the permittee cannot begin the activity until receiving written notification from the Corps that is "no effect" on listed species or "no potential to cause effects" on historic properties, or that any consultation required under Section 7 of the Endangered Species Act (see 33 CFR 330.4(f)) and/or Section 106 of the National Historic Preservation (see 33 CFR 330.4(g)) is completed. Also, work cannot begin under NWPs 21,49, or 50 until the permittee has received written approval from the Corps. If the proposed activity requires a written waiver to exceed specified limits of an NWP, the permittee cannot begin the activity until the district engineer issues the waiver. If the district or division engineer notifies the permittee in writing that an individual permit is required within 45 calendar days of receipt of a complete PCN, the permittee cannot begin the activity until an individual permit has been obtained.

(2) For all NWP 48 activities requiring pre-construction notification and for other NWP activities requiring pre-construction notification to the district engineer that result in the loss of greater than 1/2-acre of waters of the United States, the district engineer will immediately provide (e.g., via facsimile transmission, overnight mail, or other expeditious manner) a copy of the PCN to the appropriate Federal or state offices (U.S. FWS, state natural resource or water quality agency, EPA, State Historic Preservation Officer (SHPO) or Tribal Historic Preservation Office (TRPO), and, if appropriate, the NMFS).With the exception of NWP 37, these agencies will then have 10 calendar days from the date the material is transmitted to telephone or fax the district engineer notice that they intend to provide substantive, site-specific comments. If so contacted by an agency, the district engineer will wait an additional 15 calendar days before making a decision on the pre-construction notification. The district engineer will fully consider agency comments received within the specified time frame, but will provide no response to the resource agency, except as provided below. The district engineer will indicate in the administrative record associated with each pre-construction notification that the resource agencies' concerns were considered. For NWP 37, the emergency watershed protection and rehabilitation activity may proceed immediately in cases where there is an unacceptable hazard to life or a significant loss of property or economic hardship will occur. The district engineer will consider any comments received to decide whether the NWP 37 authorization should be modified, suspended, or revoked in accordance with the procedures at 33 CFR 330.5.

(3) In cases of where the prospective permittee is not a Federal agency, the district engineer will provide a response to NMFS within 30 calendar days of receipt of any Essential Fish Habitat conservation recommendations, as required by Section 305(b)(4)(B) oft he Magnuson-Stevens Fishery Conservation and Management Act.

(4) Applicants are encouraged to provide the Corps multiple copies of pre-construction notifications to expedite agency coordination.

(5) For NWP 48 activities that require reporting, the district engineer will provide a copy of each report within 10 calendar days of receipt to the appropriate regional office of the NMFS.

(c) District Engineer's Decision: In reviewing the PCN for the proposed activity, the district engineer will determine whether the activity authorized by the NWP will result in more than minimal individual or cumulative adverse environmental effects or may be contrary to the public interest. If the proposed activity requires a PCN and will result in a loss of greater than 1/10 acre of wetlands, the prospective permittee should submit a mitigation proposal with the PCN. Applicants may also propose compensatory mitigation for projects with smaller impacts. The district engineer will consider any proposed compensatory mitigation the applicant has included in the proposal in determining whether the net adverse environmental effects to the aquatic environment of the proposed work are minimal. The compensatory mitigation proposal may be either conceptual or detailed. If the district engineer determines that the activity complies with the terms and conditions of the NWP and that the adverse effects on the aquatic environment are minimal, after considering mitigation, the district engineer will notify the permittee and include any conditions the district engineer deems necessary. The district engineer must approve any compensatory mitigation proposal before the permittee commences work. If the prospective permittee elects to submit a compensatory mitigation plan with the PCN, the . district engineer will expeditiously review the proposed compensatory mitigation plan. The district engineer must review the plan within 45 calendar days of receiving a complete PCN and determine whether the proposed mitigation would ensure no more than minimal adverse effects on the aquatic environment. If the net adverse effects of the project on the aquatic environment

decline in other aquatic resource function(s). Enhancement does not result in a gain in aquatic resource area.

Ephemeral stream: An ephemeral stream has flowing water only during, and for a short duration after, precipitation events in a typical year. Ephemeral stream beds are located above the water table year-round. Groundwater is not a source of water for the stream. Runoff from rainfall is the primary source of water for stream flow.

Establishment (creation): The manipulation of the physical, chemical, or biological characteristics present to develop an aquatic resource that did not previously exist at an upland site. Establishment results in a gain in aquatic resource area.

Historic Property: Any prehistoric or historic district, site (including archaeological site), building, structure, or other object included in, or eligible for inclusion in, the National Register of Historic Places maintained by the Secretary of the Interior. This term includes artifacts, records, and remains that are related to and located within such properties. The term includes properties of traditional religious and cultural importance to an Indian tribe or Native Hawaiian organization and that meet the National Register criteria (36 CFR part 60).

Independent utility: A test to determine what constitutes a single and complete project in the Corps regulatory program. A project is considered to have independent utility if it would be constructed absent the construction of other projects in the project area. Portions of a multi-phase project that depend upon other phases of the project do not have independent utility. Phases of a project that would be constructed even if the other phases were not built can be considered as separate single and complete projects with independent utility.

Intermittent stream: An intermittent stream has flowing water during certain times of the year, when groundwater provides water for stream flow. During dry periods, intermittent streams may not have flowing water. Runoff from rainfall is a supplemental source of water for stream flow.

Loss of waters of the United States: Waters of the United States that are permanently adversely affected by filling, flooding, excavation, or drainage because of the regulated activity. Permanent adverse effects include permanent discharges of dredged or fill material that change an aquatic area to dry land, increase the bottom elevation of a waterbody, or change the use of a waterbody. The acreage of loss of waters of the United States is a threshold measurement of the impact to jurisdictional waters for determining whether a project may qualify for an NWP; it is not a net threshold that is calculated after considering compensatory mitigation that may be used to offset losses of aquatic functions and services. The loss of stream bed includes the linear feet of stream bed that is filled or excavated. Waters of the United States temporarily filled, flooded, excavated, or drained, but restored to pre-construction contours and elevations after construction, are not included in the measurement of loss of waters of the United States. Impacts resulting from activities eligible for exemptions under Section 404(f) of the Clean Water Act are not considered when calculating the loss of waters of the United States.

Non-tidal wetland: A non-tidal wetland is a wetland that is not subject to the ebb and flow of tidal waters. The definition of a wetland can be found at 33 CFR 3283(b). Non-tidal wetlands contiguous to tidal waters are located landward of the high tide line (i.e., spring high tide line).

Open water**:** For purposes of the NWPs, an open water is any area that in a year with normal patterns of precipitation has water flowing or standing above ground to the extent that an ordinary high water mark can be determined. Aquatic vegetation within the area of standing or

which surface and subsurface hydrology connects waterbodies with their adjacent uplands. Riparian areas provide a variety of ecological functions and services and help improve or maintain local water quality. (See general condition 20.)

Shel1fish seeding: The placement ofshel1fish seed and or suitable substrate to increase shel1fish production. Shel1fish seed consists of immature individual shellfish or individual shel1fish attached to shel1s or shel1 fragments (i.e., spat on shell). Suitable substrate may consist of shel1fish shells, shell fragments, or other appropriate materials placed into waters for shellfish habitat.

Single and complete project: The term "single and complete project" is defined at 33 CFR 330.2(i) as the total project proposed or accomplished by one owner/developer or partnership or other association of owners/developers. A single and complete project must have independent utility (see definition). For linear projects, a "single and complete project" is al1 crossings of a single water of the United States (i.e., a single waterbody) at a specific location. For linear projects crossing a single waterbody several times at separate and distant locations, each crossing is considered a single and complete project. However, individual channels in a braided stream or river, or individual arms of a large, irregularly shaped wetland or lake, etc., are not separate waterbodies, and crossings of such features cannot be considered separately.

Stormwater management: Stormwater management is the mechanism for controlling stormwater runoff for the purposes of reducing downstream erosion, water quality degradation, and flooding and mitigating the adverse effects of changes in land use on the aquatic environment.

Stormwater management facilities: Stormwater management facilities are those facilities, including but not limited to, stormwater retention and detention ponds and best management practices, which retain water for a period of time to control runoff and/or improve the quality (i.e., by reducing the concentration of nutrients, sediments, hazardous 'substances and other pol1utants) of stormwater runoff.

Stream bed: The substrate of the stream channel between the ordinary high water marks. The substrate may be bedrock or inorganic particles that range in size from clay to boulders. Wetlands contiguous to the stream bed, but outside of the ordinary high water marks, are not considered part of the stream bed.

Stream channelization: The manipulation of a stream's course, condition, capacity, or location that causes more than minimal interruption of normal stream processes. A channelized stream remains a water of the United States.

Structure: An object that is arranged in a definite pattern of organization. Examples of structures include, without limitation, any pier, boat dock, boat ramp, wharf, dolphin, weir, boom, breakwater, bulkhead, revetment, riprap, jetty, artificial island, artificial reef, permanent mooring structure, power transmission line, permanently moored floating vessel, piling, aid to navigation, or any other manmade obstacle or obstruction.

Tidal wetland: A tidal wetland is a wetland (i.e., water of the United States) that is inundated by tidal waters. The definitions of a wetland and tidal waters can be found at 33 CFR 328.3(b) and 33 CFR 328.3(f), respectively. Tidal waters rise and fall in a predictable and measurable rhythm or cycle due to the gravitational pul1s of the moon and sun. Tidal waters end where the rise and fal1 of the water surface can no longer be practically measured in a predictable rhythm due to masking by other waters, wind, or other effects. Tidal wetlands are located channelward of the high tide line, which is defined at 33 CFR 328.3(d).

ENCLOSURE 1
NATIONWIDE PERMIT REGIONAL CONDITIONS AND DESIGNATED CRITICAL RESOURCE WATERS IN THE NEW YORK DISTRICT (NEW YORK STATE) TO SUPPLEMENT THE MARCH 12, 2007, FEDERAL REGISTER RESISSUANCE OF NATIONWIDE PERMITS (72 FR 11092)

I. Nationwide Permit Specific Regional Conditions:
(Note: See Sections II and III for additional regional conditions the may apply)

Nationwide Permit 1 - *Aids to Navigation*

1. **Permit-specific Regional Conditions:** None
2. **Water Quality Certification**: A water quality certificate is not required for this NWP.
3. **Coastal Zone Consistency Determination:** This NWP is consistent with the New York State Coastal Management Program where the activities would occur outside the following CMP special management areas: I) The Long Island Sound Regional Coastal Management Program; 2) Local Waterfront Revitalization Programs; 3) Significant Coastal Fish and Wildlife Habitats; and 4) Harbor Management Plans. However, the New York State Department of State objects to the Corps. consistency determination where the activities authorized by this NWP would occur within the above referenced CMP special management areas, and therefore in those cases, see Section II, F, below.

Nationwide Permit 2 - *Structures in Artificial Canals*

1. **Permit-specific Regional Conditions:** None
2. **Water Qual1ity Certification:** A water quality certificate is not required for this NWP,
3. **Coastal Zone Consistency Determination:** The activities authorized under this NWP are Consistent with the New York States Coastal Management Program.

Nationwide Permit 3-*Maibtanence*

1. **Permit-specific Regional Conditions:**

   a. For activities involving the removal of accumulated sediments and debris in the vicinity of existing structures to restore the waterway to previously existing depths the applicant must provide evidence of such depths. If this information is not available the applicant must provide evidence of the existing depths immediately outside the proposed work area.

   b. Every effort should be made to prevent additional encroachment into the beds of New York waterbodies. All repair or rehabilitation activities should focus on using the area immediately behind the existing structure. Bulkhead replacement shall be completed in-place or landward of the existing structure. Any proposed repair, rehabilitation, or reconstruction of existing bulkheads that extend water ward more than 18inches from the existing bulkhead will require notification to the District Engineer in accordance with Nationwide Permit General Condition Number 27 ("Notification"). Notification must include justification for a waterward extension exceeding 18 inches, such as geologic conditions, engineering requirements, etc.

2. **Water Quality Certification:** The New York State Department of Environmental Conservation (NYSDEC) has certified that activities authorized by this NWP and undertaken in accordance with the special conditions listed below will comply with the applicable provisions of the Clean Water Act and applicable New York State water quality standards:

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a. This certification does not authorize maintenance activities associated with hydropower projects.

b. This certification does not authorize any activity that results in an alteration to waters of the United States such as chaining or altering water levels

c. Authorized dewatering is limited to immediate work areas that are coffer-dammed or otherwise isolated from the larger water body or waters of the United States. Dewatering must be localized . and not drain extensive areas of a water body or reduce the water level such that fish and other aquatic vertebrates are killed or their eggs and nests are exposed to desiccation, freezing Or depredation in areas outside of the immediate work site.

d. Coffer dams or diversions shall not be constructed in a manner that causes or exacerbates erosion of the bed or banks of a watercourse.

e. Impoundment drawdowns (for maintenance activities) shall occur prior to October 15th (before· November 1" for Long Island waters) or after March I". If a drawdown is necessary during this period, then both the air and water temperature must be 500 F or higher, and the cloud cover must be less than 50 percent during the drawing down of water.

f. This certification does not authorize replacement or existing bulkheads or vertical retaining walls that extends waterward from the present footprint of the structure.

3. Coastal Zone Consistency Determination: This NWP is consistent with the New York State Coastal Management Program where the activities would occur outside the following CMP special management areas: I) The Long Island Sound Regional Coastal Management Program; 2) Local Waterfront Revitalization Programs; 3) Significant Coastal Fish and Wildlife Habitats; and 4) Harbor Management Plans. However, the New York State Department of State objects to the Corps consistency determination where the activities authorized by this NWP would occur within the above referenced CMP special management areas, and therefore in those cases, see Section II, F, below.

Nationwide Permit 4 - *Fish and Wildlife Harvesting, Enhancement, and Attraction Devices and Activities*

1. **Permit-specific Regional Conditions:** None
2. **Water Quality Certification:**
3. **Coastal Zone Consistency Determination:** The activities authorized under this NWP are consistent with the New York State Coastal Management Program.

Nationwide Permit 5 - *Scientific Measurement Devices*

1. **Permit-specific Regional Conditions:** None
2. **Water Quality Certification:**
3. **Coastal Zone Consistency Determination:** The activities authorized under this NWP are consistent with the New York State Coastal Management Program.

Nationwide Permit 6 - *Survey Activities*

1. **Permit-specific Regional Conditions:** None
2. **Water Quality Certification:**
3. **Coastal Zone Consistency Determination:** This NWP is consistent with the New York State Coastal Management Program where the activities would occur outside the following CMP special management areas: I) l11e Long Island Sound Regional Coastal Management Program; 2) Local Waterfront Revitalization Programs; 3) Significant Coastal Fish and Wildlife Habitats; and 4)

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water mark of a tidal waterbody. Bank stabilization activities shall only consist of rip-rap stone material and/or vegetative stabilization measures.

2. Water Quality Certification: The New York State Department of Environmental Conservation (NYSDEC) has certified that activities authorized by this NWP and undertaken in accordance with the special conditions listed below will comply with the applicable provisions of the Clean Water Act and applicable New York State water quality standards:

a. This certification does not apply to projects in Coastal Erosion Hazard Areas, as identified under Article ,34 of the NYS Environmental Conservation Law (ECL), and its implementing regulations, 6 NYCRR Part 505.

b. This certification only authorizes bank stabilization projects less than 200 feet in length or discharges of one cubic yard or less per running foot along the bank below the plane of mean high water mark or the high tide line.

c. This water quality certification does not apply to projects in Coastal Erosion Hazard Areas, as identified in NYS ECL Article 34, of the implementing regulations 6 NYCRR Part 505.

3. **Coastal Zone Consistency Determination:** An individual consistency determination is required for this NWP anywhere in the New York coastal area except canals that are more than fifty percent (50%) bulkheaded. In areas consisting of canals that are less than fifty percent (50%) bulkheaded see Section lI, F(a), below.

Nationwide Permit 14 - Linear Transportation Projects

1. **Permit specific Regional Conditions:** None
2. **Water Quality Certification:** An individual water quality certificate is required for this NWP.
3. **Coastal Zone Consistency Determination:** This NWP is consistent with the New York State Coastal Management Program where the activities would occur outside the following CMP special management areas: I) The Long Island Sound Regional Coastal Management/Program; 2) Local Waterfront Revitalization Programs; 3) Significant Coastal Fish and Wildlife Habitats; and 4) Harbor Management Plans. However, the New York State Department of State objects to the Corps consistency determination where the activities authorized by this NWP would occur within the above referenced CMP special management areas, and therefore in those eases, see Section lI, F, below.

Nationwide Permit 15 - U.S. Coast Guard Approved Bridges

1. **Permit specific Regional Conditions:** None
2. **Water Quality Certification:** An individual water quality certificate is required for this NWP.
3. **Coastal Zone Consistency Determination:** The activities authorized under this NWP are consistent with the New York State Coastal Management Program.

Nationwide Perl/lit 16 - *Return Water From Upland Contained Disposal Areas*

1. **Permit specific Regional Conditions:** None
2. **Water Quality Certification:** An individual water quality certificate is required for this NWP.
3. **Coastal Zone Consistency Determination:** This NWP is consistent with the New York State Coastal Management Program where the activities would occur outside the following CMP special management areas: I) The Long Island Sound Regional Coastal Management Program; 2) Local Waterfront Revitalization Programs; 3) Significant Coastal Fish and Wildlife Habitats; and 4) Harbor Management Plans. However, the New York State Department of State objects to the Corps consistency determination where the activities authorized by this NWP would occur within the above referenced CMP special management areas, and therefore in those cases, see Section n, F, below.

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Harbor Management Plans. However, the New York State Department of State objects to the Corps consistency determination where the activities authorized by this NWP would occur within the above referenced CMP special management areas, and therefore in those cases, see Section II, F, below.

Nationwide Permit 26 – Reserved

Nationwide Permit 27-Aquatic Habitat Restoration, Establishment, and Enhancement Activities

1. **Permit-specific Regional Conditions:** None
2. **Water Quality Certification:** A water quality certificate is not required for this NWP.
3. **Coastal Zone Consistency Determination:** This NWP is consistent with the New York State Coastal Management Program where the activities would occur outside the following CMP special management areas: I) The Long Island Sound Regional Coastal Management Program; 2) Local Waterfront Revitalization Programs; 3) Significant Coastal Fish and Wildlife Habitats; and 4) Harbor Management Plans. However, the New York State Department of State objects to the Corps consistency determination where the activities authorized by this NWP would occur within the above referenced CMP special management areas, and therefore in those cases, see Section II, F, below.

Nationwide Permit 28 - Modifications of Existing Marinas

1. **Permit-specific Regional Conditions:** None
2. **Water Quality Certification:** A water quality certificate is not required for this NWP.
3. **Coastal Zone Consistency Determination:** This NWP is consistent with the New York State Coastal Management Program where the activities would occur outside the following CMP special management areas: I) The Long Island Sound Regional Coastal Management Program; 2) Local Waterfront Revitalization Programs; 3) Significant Coastal Fish and Wildlife Habitats; and 4) Harbor Management Plans. However, the New York State Department of State objects to the Corps consistency determination where the activities authorized by this NWP would occur within the above referenced CMP special management areas, and therefore in those cases, see Section II, F, below.

Nationwide Permit 29 - Residential Developments

1. **Permit-specific Regional Conditions:**

a. The proposed impacts to waters of the United States shall include those direct impacts associated with construction of the proposed project, as well as any indirect, or reasonably anticipated future impacts which may Occur as a result of the project (e.g., filling waters of the United States to increase size of usable yard space, impacts to existing hydrologic regimes, etc.).

b. The waiver process to exceed 300 linear feet of stream impact as described in 72 FR 11092 is not permissible for this NWP.

c. This NWP is not applicable for activities located in the following areas:

1. The Great Swamp in Putnam and Dutchess Counties
2. Mianus River and directly adjacent wetlands
3. Harbor Herons System in Staten Island, New York. For additional information on the Harbor Herons System, please contact the Trust for Public Land at the following address:

The Trust for Public Land
Mid-Atlantic Regional Office

a. This certification does not authorize enforcement actions resulting in discharges greater than 1/10 acre in size or more than 200 linear feet of stream disturbance.

3. **Coastal Zone Consistency Determination:** This NWP is consistent with the New York State Coastal Management Program where the activities would occur outside the following CMP special management areas: I) The Long Island Sound Regional Coastal Management Program; 2) Local Waterfront Revitalization Programs; 3) Significant Coastal Fish and Wildlife Habitats; and 4) Harbor Management Plans. However, the New York State Department of State objects to the Corps consistency determination where the activities authorized by this NWP would occur within the above referenced CMP special management areas, and therefore in those cases, see Section II, F, below

Nationwide Permit 33 - Temporary Construction, Access and Dewatering

1. **Permit-specific Regional Conditions:** None
2. **Water Quality Certification:** The New York State Department of Environmental Conservation (NYSDEC) has certified that activities authorized by this NWP and undertaken in accordance with the special conditions listed below will comply with the applicable provisions of the Clean Water Act and applicable New York State water quality standards:

   a. This certification does not apply to hydro power projects.
   b. Dewatering must be limited to immediate work areas that are coffer-dammed or otherwise isolated from the larger water body or waters of the United States. Dewatering must be localized and not drain extensive areas of a water body or reduce the water level such that vegetation, fish and other aquatic vertebrates are killed or their eggs and nests are exposed to desiccation, freezing or depredation in areas outside of the immediate work site.
   c. Impoundment drawdowns shall occur prior to. October IS" (before November I" for Long Island waters) or after March 1". If a drawdown is necessary during this period, then both the air and water temperature must be 50' F or higher and the cloud cover must be less than 50 percent during the drawing down of water.
   d. Coffer dams or diversions shall not be constructed in a manner that causes or exacerbates erosion of the bed or banks of a watercourse.

3. **Coastal Zone Consistency Determination:** This NWP is consistent with the New York State Coastal Management Program where the activities would occur outside the following CMP special management areas: 1) The Long Island Sound Regional Coastal Management Program; 2) Local Waterfront Revitalization Programs; 3) Significant Coastal Fish and Wildlife Habitats; and 4) Harbor Management Plans. However, the New York State Department of State objects to the Corps consistency determination where the activities authorized by this NWP would occur within The above referenced CMP special management areas, and therefore in those cases, see Section II, F, below.

Nationwide Permit 34 - Cranberry Production Activities

1. **Permit-specific Regional Conditions:** None
2. **Water Quality Certification:** An individual water quality certificate is required for this NWP.
3. **Coastal Zone Consistency Determination**: The activities authorized under this NWP are consistent with the New York State Coastal Management Program.

Nationwide Permit 35 - Maintenance Dredging of Existing Basins

1. **Permit-specific Regional Conditions:**

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the special conditions listed below will comply with the applicable provisions of the Clean Water Act and applicable New York State water quality standards:

a. This certification does not authorize the expansion of aquaculture activities into new areas of a project.

3. **Coastal Zone Consistency Determination:** This NWP is consistent with the New York State Coastal Management Program where the activities would occur outside the following CMP special management areas: 1) The Long Island Sound Regional Coastal Management Program; 2) Local Waterfront Revitalization Programs; 3) Significant Coastal Fish and Wildlife Habitats; and 4) Harbor Management Plans. However, the New York State Department of State objects to the Corps consistency determination where the activities authorized by this NWP would occur within the above referenced CMP special management areas, and therefore in those cases, see Section II, F, below.

Nationwide Permit* 49 - *Coal Remaining Activities

1. **Permit-specific Regional Conditions:** None
2. **Water Quality Certification**: An individual water quality certificate is required for this NWP.
3. **Coastal Zone Consistency Determination:** The activities authorized under this NWP are consistent with the New York State Coastal Management Program.

Nationwide Permit 50 - Underground Coal Mining Activities

1. **Permit-specific Regional Conditions:** None
2. **Water Quality Certification:** An individual water quality certificate is required for this NWP.
3. **Coastal Zone Consistency Determination:** The activities authorized under

II. General Regional Conditions:
These conditions apply to ALL Nationwide Permits.

A. Construction Best Management Practices (BMP's): Unless specifically approved otherwise, the following BMP's must be implemented to minimize erosion, migration of sediments, and adverse environmental impacts. Note that at a minimum, all erosion and sediment control practices must be designed, installed and maintained in accordance with the latest version of the *"New York Standards and Specifications for Erosion and Sediment Control"*. This document is available at: http://www.dec.state.ny.us/website/dow/toolbox/escstahdards/.

1. All synthetic erosion control features (e.g., silt fencing, netting, mats), which are intended for. temporary use during consul1ction, shall be completely removed and properly disposed of after their initial purpose has been served. Only natural fiber materials, which will degrade over time, may be used as permanent measures, or if used temporarily, may be abandoned in place.

2. Materials which are temporarily side cast or stockpiled into waters of the United States must be backfilled or removed to an upland area within 30 days of the date of deposition.

3. Dry stream crossing methods (e.g., diversion, dam and pump, flume, bore) shall be utilized for culvert or other pipe, or utility installations to reduce downstream impacts from turbidity and sedimentation. This may require piping or pumping the stream flow around the work area and the use of cofferdams.

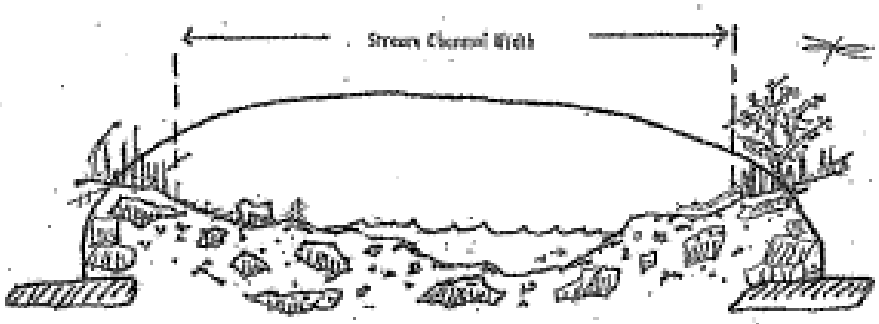
4. For trenching activities in wetlands the applicant shall install impermeable trench dams or trench breakers at the wetland boundaries and every 100 feet within wetland areas to prevent inadvertent drainage of wetlands or other waters of the United States.

5. No in-stream work shall occur during periods of high flow.

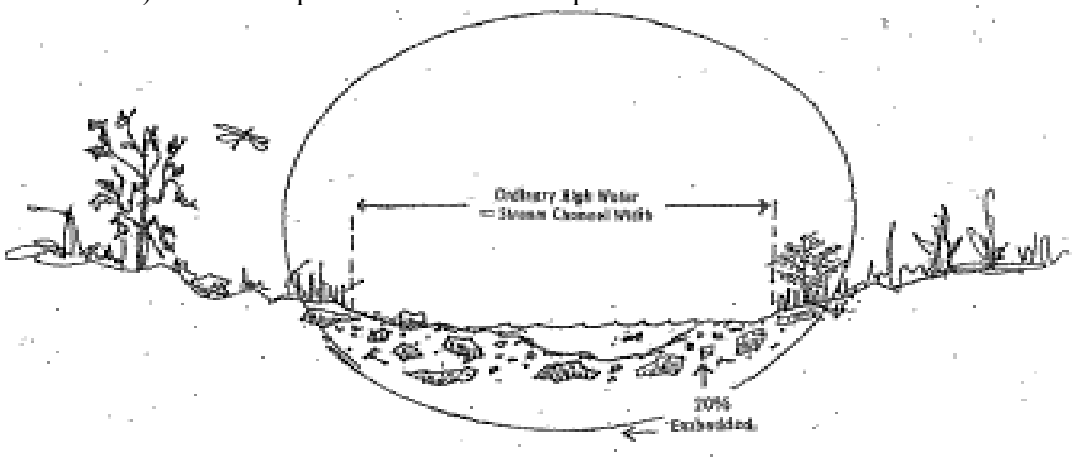
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6. ALL culverts shall be constructed/installed in accordance with the following:
For projects that involve the installation of a new or replacement culverts for the crossing of fish bearing streams, then a bottomless culvert or bridge that completely spans the stream's bank full elevation is required. Fish-bearing streams include all state designated trout streams (i.e., streams that have the following New York State Department of Environmental Conservation classifications: AA(t), A(t), B(t) or C(t»), or other fish-bearing stream. Local NYSDEC fisheries biologists can provide assistance in determining if a particular stream supports fisheries.

The requirement for a bottomless culvert or bridge can be waived if engineering or other evaluations indicate that a bottomless structure is not feasible for such a crossing, in which case a closed culvert may be used with provisions for embedment as specified below. Information documenting the evaluation shall be included in the permit application. This information must document why the use of a bridge, arch-span or other bottomless culvert, would not be a practicable alternative. At a minimum, an engineering evaluation which shows that a bottomless structure is not feasible for such a crossing, as well as a cost comparison of construction techniques and associated maintenance for these alternatives must be provided.



Unless clearly demonstrated that it would not be practicable, closed Culverts will be buried/embedded to a minimum depth of I foot for box culverts, and 2 feet or 20 percent of the vertical rise for round, or elliptical culverts, to allow natural substrate to colonize the structure's bottom, encourage fish movement and maintain the existing channel slope. If clearly demonstrated that the culvert cannot be embedded (e.g., bedrock or underground utilities, etc.), then measures shall be employed to ensure/enhance passage of aquatic organisms (e.g., baffles, etc.). Culvert slope should not exceed 4 percent.



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Bank-full flows shall be accommodated through maintenance of the existing bank-full channel cross sectional area (or stream channel width at a minimum of 1.25 times the ordinary high water; or a 2 year design storm) within the culvert. An average of three measurements (project location and straight sections of the stream upstream and downstream) should be utilized to determine appropriate opening width.

Measures will be included in all culvert construction that will promote the safe passage of fish and other aquatic organisms. The dimension, pattern, and profile of the stream above and below a pipe or culvert should not be permanently modified by widening the stream channel or by reducing the depth of the stream in connection with the construction activity.

If adverse impacts (i.e., increased erosion, changes in normal water depths, etc.) to any waters of the United States due to poor construction practices are discovered, the permittee shall take **necessary measures to correct this deficiency.**

B. No regulated activity authorized by a Nationwide Permit can cause the loss of areas classified as a bog or fen in the State of New York, as determined by the Buffalo or the New York District Corps of Engineers, due to the scarcity of this habitat in New York State and the difficulty with in-kind mitigation, The Districts will utilize the following document in the determination:

Reschke, C. 1990. *Ecological Communities of New York State.* New York Natural Heritage Program. New York State Department of Environmental Conservation. Latham, *NN.* 96p. This document is available at the following location:
http://www.dec.state.ny.us/website/dfwmr/heritage/EcoIConnn.hhn

C. National Wild and Scenic Rivers (NWSR): The Upper Delaware River has been designated as a National Wild and Scenic River from the confluence of the East and West Branches below Hancock, New York, to the existing railroad bridge immediately downstream of Cherry Island in the vicinity of Sparrow Bush, New York In accordance with General Condition #15, no activity may occur within a NSWR, including Study Rivers, unless the National Park Service (NPS) has determined in writing that the proposed work will not adversely affect the NWSR designation or study status. Information regarding NWSR may be found at: http://www;rivers.gov/wildriverslist.html

D. For all proposals requiring a pre-construction notification (PCN), in addition to the requirements in General Condition 27(b), the applicant shall also include:

1. A completed New York State /USACE Joint Application Form which clearly indicates that the submission is a PCN.

2 A location map, including latitude and longitude or UTM Coordinates, of the project location and project drawings on 8.5 by I I inch paper and if necessary full size engineering drawings to accurately depict activities within waters of the United States.

3. For permanent fills within waters of the United States within the 100 year floodplain, documentation of compliance with FEMA-approved state or local floodplain management requirements.
4. Color photographs, sufficient to accurately portray the project site, keyed to a location map.

5. A compensatory mitigation plan prepared in accordance with the "Public Notice Announcing the Compensatory Mitigation Guidelines and Mitigation Checklist for Review of Mitigation Plans for the U.S. Army Corps of Engineers, New York District," dated January 10, 2005, for all

projects that involve the loss of greater than 1/10th of an acre of waters of the United States; or are located within perennial streams; or requested a waiver of the 300 linear foot limit on intel1nittel1t and ephemeral streams. In accordance with 33 CFR Part 320.4(t)(I) consideration of mitigation will occur throughout the permit application review process and includes avoiding, minimizing, rectifying, reducing, or compensating for resource losses. Mitigation guidelines and checklist can be found at www.nan.usace.army.mil/business/buslinks/regulatipnotices/mitfinal.pdf.

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6. Documentation that the applicant has already contacted the NOAA Fisheries Service (NFS) and the U.S. Fish and Wildlife Service (USFWS) concerning any Essential Fish Habitat (EFH), and any federally listed Threatened and Endangered Species that may be affected by the proposed activity. The information provided to USFWS and NFS should include the information described in I through 5 above and any other information specifically requested by the federal agencies to conduct their evaluation for threatened and endangered species and essential fish habitat. This documentation should include but is not limited to results of habitat surveys and assessments; a description of the area to be impacted including secondary impacts and the types and numbers of trees to be removed, sand placement, etc.; a description of conservation measures which will avoid Or minimize impacts to listed species.
The web addresses for the USFWS may be found at: http://www.fws.gov/northeastfnyfo/es/esdesc.hillJ, and the NMFS at: http://www.nero.noaa.gov/nero/

7. Provide documentation regarding any potential adverse effects to historic or cultural resources that may be listed or eligible for listing on the National Register of Historic Places. Information regarding the National Register of Historic Places may be found at: http://nysparks.state.ny,us/shpo/register/index.htrn.

8. A written statement that clearly describes the following: (1) what measures have been taken to avoid and/or minimize any adverse impacts to wetlands or other waters of the United States, and (2) what measures have been developed to compensate for any impacts to wetlands or other waters of the United States.

E. Water Quality Certification Conditions:

Endangered or Threatened Species: An individual water quality certification is required if any activity is likely To jeopardize the existence of an endangered species or threatened species listed in 6 NYCRR Part 182, or likely to destroy or adversely modify the habitat of such species. Information on New York State endangered or threatened species may be obtained .from the NYS Department of Environmental Natural Heritage Program at 625 Broadway, Albany, NY 12233-4757.

Natural Heritage Sites: An individual water quality certification is required for any activity in any location that supports a *tare* species or significant natural community as identified and tracked by the New York Natural Heritage Program. Information about where such locations are known to exist may be found at DEC regional offices, the New York Natural Heritage Program in Albany, New York or, after September 1, 2007, On the DEC website at www.dec.state.ny.us.

Wild, Scenic and Recreational Rivers: An individual water quality certification is required if the activity is located in any Wild, Scenic or Recreational River segments.

F. Coastal Zone Management Conditions:

Activities authorized under NWP's 1,3 (except in canals that are more than 50% bulkheaded), 6, 7, 9,

11,12,14,16, 18,19,22,23,25,27,28,29,30,31,32,33,35,36,38,39,40, 41, 42, 43, 44, 45 (except in canals that are more than 50% bulkheaded), 46, and 48, where the activities would occur within the following CMP special management areas: 1) The Long Island Sound Regional Coastal Management Program; 2) Local Waterfront Revitalization Programs; 3) Significant Coastal Fish and Wildlife Habitats; and 4) Harbor Management Plans, the following applies:

a. Within thirty (30) days of receipt by NYSDQS of an applicant's submission, which should include a complete joint New York State Department of Environmental Conservation and U.S. Army Corps of Engineers Permit Application, completed Federal Consistency Assessment Form, and all information and data necessary to assess the effects of the proposed activity on and its consistency with the CMP, including location maps and photographs of the site where the activity is proposed, NYSDOS will inform the applicant and the Corps whether:
1.. Necessary Data and information is missing from the applicant's submission. If so, the NYSDOS will notify the applicant and the Corps of the mission necessary data and information, and state that the NYSDOS review will not commence until the date the necessary data and information is provided;
2. The activity meet the General Concurrence criteria set forth in the CMP and therefore, further review of the proposed activity by the NYSDOS, and the NYSDOS concurrence with au individual consistency certification for the proposed activity, are not required; or
3. NYSDOS review of the proposed activity and NYSDOS concurrence with the applicant's consistency certification is necessary. If NYSDOS indicates review of this activity and a consistency certification for it is necessary, the activity shall not be authorized by NWP or other form of Corps authorization unless NYSDOS concurs with an applicant's consistency certification, in accordance. with 15 CFR Part 930, Subpart D, or unless NYSDOS indicates the activity meets CMP General Concurrence criteria.

III.CRITICAL RESOURCE WATERS

In accordance with NWP General Condition (GC) #19, certain activities in Critical Resource Waters cannot be authorized under the NWP program or would require a PCN (see GC #19 in the 72 FR 11092 for a list of these NWPs).

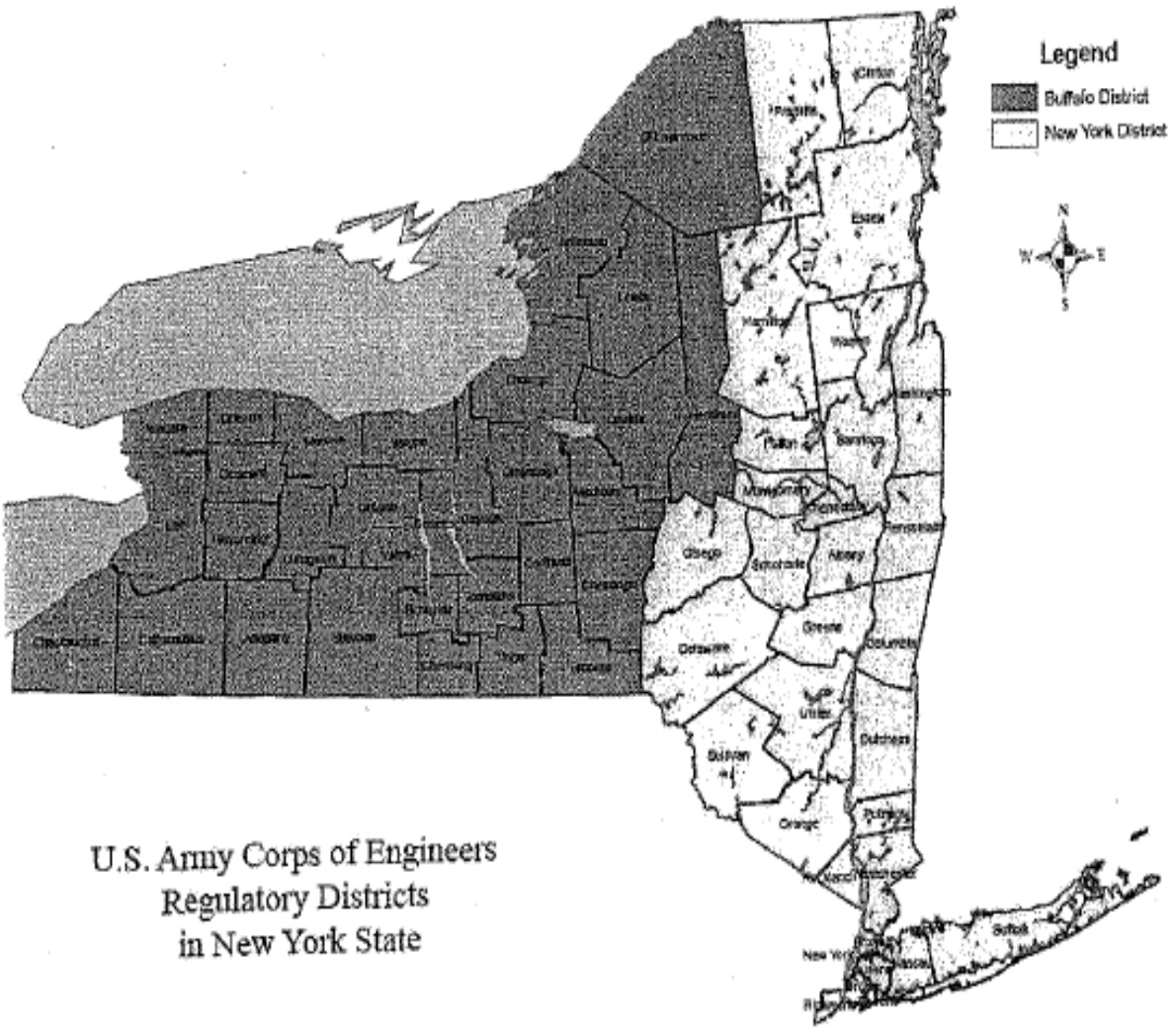
Critical Resource Waters in New York State include the following:

1. The New York District has designated the East-of-Hudson portion of the New York City water supply watershed as Critical Resource Waters. This area includes portions of Duchess, Putnam and Westchester Counties as delineated on the attached map.

3. The Hudson River National Estuarine Research Reserves (NERR): is located within the New York District. The Hudson River NERR consists of four components: Piermont Marsh, Iona Island, Tivoli Bay, and Stockport Flats.

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ENCLOSURE 2



U.S. Army Corps of Engineers
Regulatory Districts
in New York State

DRAFT-June 8, 2007

95-19-3 (8/00) pfp

JOINT APPLICATION FOR PERMIT

New York State
United States Army Corps of Engineers

Applicable to agencies and permit categories listed in Item 1. **Please** read all instructions on back. Attach additional information as needed. Please print legibly or type.

1. Check permits applied for:

NYS Dept. of Environmental Conservation

- ☐ Stream Disturbance (Bed and Banks)
- ☐ Navigable Waters (Excavation and Fill)
- ☐ Docks, Moorings or Platforms (Construct or Place)
- ☐ Dams and Impoundment Structures (Construct, Reconstruct or Repair)
- ☐ Freshwater Wetlands
- ☐ Tidal Wetlands
- ☐ Coastal Erosion Control
- ☐ Wild, Scenic and Recreational Rivers
- ☐ 401 Water Quality Certification
- ☐ Potable Water Supply
- ☐ Long Island Wells
- ☐ Aquatic Vegetation Control
- ☐ Aquatic Insect Control
- ☐ Fish Control

NYS Office of General Services
(State Owned Lands Under Water)

- ☐ Lease, License, Easement or other Real Property Interest
- ☐ Utility Easement (pipelines, conduits, cables, etc.)
- ☐ Docks, Moorings or Platforms (Construct or Place)

Adirondack Park Agency

- ☐ Freshwater Wetlands Permit
- ☐ Wild, Scenic and Recreational Rivers

Lake George Park Commission

- ☐ Docks (Construct or Place)
- ☐ Moorings (Establish)

US Army Corps of Engineers

- ☐ Section 404 (Waters of the United States)
- ☐ Section 10 (Rivers and Harbors Act)
- ☐ Nationwide Permit (s) Identify Number(s)

For Agency Use Only:
DEC APPLICATION NUMBER

US ARMY CORPS OF ENGINEERS

2. Name of Applicant (Use full name) | **Telephone Number** (daytime)

Mailing Address

Post Office | **State** | **Zip Code**

3. Taxpayer ID (If applicant is not an individual)

4. Applicant is a/an: (check as many as apply)
☐ Owner ☐ Operator ☐ Lessee ☐ Municipality / Governmental Agency

5. If applicant is not the owner, identify owner here - otherwise, you may provide Agent/Contact Person information.
Owner or Agent/Contact Person ☐ Owner ☐ Agent /Contact Person | **Telephone Number** (daytime)

Mailing Address

Post Office | **State** | **Zip Code**

6. Project / Facility Location (mark location on map, see instruction 1a.)
County: Town/City/Village: Tax Map Section/ Block /Lot Number:

Location (including Street or Road) | **Telephone Number** (daytime)

Post Office | **State** | **Zip Code** | **7. Name of Stream or Waterbody** (on or near project site)

8. Name of USGS Quad Map: **Location Coordinates:**
NYTM-E NYTM-N 4

9. Project Description and Purpose: (Category of Activity e.g. new construction/installation, maintenance or replacement; Type of Structure or Activity e.g. bulkhead, dredging, filling, dam, dock, taking of water; Type of Materials and Quantities; Structure and Work Area Dimensions; Need or Purpose Served)

10. Proposed Use: ☐ Private ☐ Public ☐ Commercial

11. Will Project Occupy State Land? ☐ Yes ☐ No

12. Proposed Start Date:

13. Estimated Completion Date:

14. Has Work Begun on Project? (If yes, attach explanation of why work was started without permit.) ☐ Yes ☐ No

15. List Previous Permit / Application Numbers and Dates: (If Any)

16. Will this Project Require Additional Federal, State, or Local Permits? ☐ Yes ☐ No If Yes, Please List:

17. If applicant is not the owner, both must sign the application

I hereby affirm that information provided on this form and all attachments submitted herewith is true to the best of my knowledge and belief. False statements made herein are punishable as a Class A misdemeanor pursuant to Section 210.45 of the Penal Law. Further, the applicant accepts full responsibility for all damage, direct or indirect, of whatever nature, and by whomever suffered, arising out of the project described herein and agrees to indemnify and save harmless the State from suits, actions, damages and costs of every name and description resulting from said project. In addition, Federal Law, 18 U.S.C., Section 1001 provides for a fine of not more than $10,000 or imprisonment for not more than 5 years, or both where an applicant knowingly and willingly falsifies, conceals, or covers up a material fact; or knowingly makes or uses a false, ficticious or fraudulent statement.

Date _____ Signature of Applicant _____ Title _____

Date _____ Signature of Owner _____ Title _____

General Instructions

Incomplete or inaccurate information may delay processing and a final decision on your application

A. Type or print clearly in ink. Attach FIVE copies of additional information required in i. through iii. below.
   i. A USGS map, or equivalent showing the project location. Include on the map wetlands, seasonally wet streams and ditches.
   ii A sketch plan drawn to scale or with dimensions given or engineering drawings showing location and extent of work as well as view directions of the photographs required in iii.
   iii At least three (3) representative color photographs of the project area and surroundings with time and date when they were taken indicated.
B. Applications by counties, cities, towns, and villages must be signed by the chief executive of that municipality or the head of the department or agency undertaking the project.
C. "Owner" in application item 4 holds title to the land, facility, easement or right-of-way on which the project will be undertaken. If someone other than the owner is the applicant, written consent of the owner to use the property or facility must accompany the application.
D. The applicant is responsible for obtaining any other federal, state or local permits. Separate authorization or letter of **No Jurisdiction** should be received from the **Department of Environmental Conservation (DEC), Office of General Services (OGS), Adirondack Park Agency (APA) or Lake George Park Commission (LGPC)** and the **Army Corps of Engineers (ACOE)** prior to initiation of work in wetlands or waterways.
E. Location Coordinates (section 8) are expressed in New York Transverse Mercator units or NYTMs (UTM Zone 18 expanded to encompass the entire state). These are based on the North American Datum 1983. If you are able to supply accurate coordinates, please do so. Otherwise the Department will determine them.

Other Requirements

F. If project is an unlisted action pursuant to the State Environmental Quality Review Act regulations - 6 NYCRR Part 617, a completed Part 1 of a Short Environmental Assessment Form must be submitted with the application.
G. If project is a Type 1 action pursuant to the State Environmental Quality Review Act regulations - 6 NYCRR Part 617, a completed Part 1 of a Full Environmental Assessment Form must be submitted with the application.
H. If project is classified as major pursuant to the Uniform Procedures Act regulations - 6 NYCRR Part 621, a completed Part 1 of a Structural Archeological Assessment Form must be submitted with the application.
I. If project requires a federal permit and lies within the Coastal Zone, a completed Federal Consistency Assessment Form must be submitted with the application.
J. If project is within the Adirondack Park, additional information is required by the APA to fully determine permitting applicability.

Special Requirements for Specific Permit Applications

K. Applications for the construction, reconstruction, or repair of a DAM or other IMPOUNDMENT STRUCTURE must be accompanied by Supplement D-1
L. Applications for DOCK, PLATFORM, or MOORING facility permits must be accompanied by Supplement D-2
M. Applications for Water Supply or Long Island Well permits must be accompanied by Supplement W-1
N. Applications for a permit to apply a Chemical to control or eliminate Aquatic Vegetation, Fish or Insects must be accompanied by the proper supplemental form available from the department.
O. Applications for a Wild, Scenic, or Recreational Rivers permit must be accompanied by Supplement WSR-1
P. Applications for a permit to disturb a wetland or waterway by placing fill or performing mechanized land clearing, ditching, channelization, dredging, or excavation activities under Section 404 of the Clean Water Act or Article 24 and 25 of the Environmental Conservation Law should provide a discussion of practicable alternatives considered to avoid, minimize and /or mitigate the proposed project impacts. Particular justification should be given as to why the alternatives are not suitable.

Contact the Regional Permit Administrator, Division of Environmental Permits, at the appropriate DEC office; OGS, APA, LGPC permitting agent; or the respective Corps District Office, as given below, for assistance regarding any of the above requirements. Consult other available application instruction materials for the appropriate permit types.

New York State Agencies:

Department of Environmental Conservation

REGION 1
Building 40, SUNY
Stony Brook, NY 11790-2356
(631) 444-0365

REGION 2
1 Hunter's Point Plaza
47-40 21st Street
Long Island City,NY 11101-5407
(718) 482-4497

REGION 3
21 South Putt Corners Road
New Paltz, NY 12561-1696
(845) 256-3054

REGION 4
1150 North Wescott Road
Schenectady, NY 12306-2014
(518) 357-2069

REGION 4 Sub-Office
Route 10
HCR #1 Box 3A
Stamford NY 12167-9503.
(607) 652-7741

REGION 5
Route 86, PO Box 296
Ray Brook NY 12977-0296
(518) 897-1234

REGION 5 Sub-Office
P.O. Box 220
Warrensburg, NY 12885-0220
(518) 623-1281

REGION 6
State Office Building
317 Washington Street
Watertown, NY 13601-3787
(315) 785-2245

REGION 6 Sub-Office
State Office Building
207 Genesee Street
Utica, NY 13501-2885
(315) 793-2555

REGION 7
615 Erie Blvd West
Syracuse, NY 13204-2400
(315) 426-7438

REGION 7 Sub-Office
1285 Fisher Avenue
Cortland, NY 13405-1090
(607) 753-3095

REGION 8
6274 E. Avon - Lima Road
Avon, NY 14414-9519
(716) 226-2466

REGION 9
270 Michigan Avenue
Buffalo NY 14203-2999
(716) 851-7165

REGION 9 Sub-Office
182 East Union,
Suite 3
Allegany, NY 14706-1328
(716) 372-0645

Office of General Services

Division of Land Utilization
Bureau of Land Management
Corning Tower, Empire State Plaza
Albany, NY 12242
(518) 474-2195

Adirondack Park Agency

PO Box 99
Ray Brook NY 12977
(518) 891-4050

Lake George Park Commission

P.O. Box 749 Fort George Road
Lake George NY 12845-0749
(518) 668-9347

Distribution 1ST COPY Permit Administrator 2ND COPY Corps of Engineers 3RD COPY Program 4TH COPY NYS Agency 5TH COPY Applicant

Legend

DEC Regional Office

DEC Regional Sub-Office

Adirondack Park



United States Army Corps of Engineers

Department of the Army ATTN: Regulatory Branch
New York District, Corps of Engineers, 26 Federal Plaza, New York NY 10278-0090
Telephone
(212) 264-6731 for DEC Regions 1,2 and Westchester and Rockland Counties
(212) 264-0185 for DEC Region 3 except Westchester and Rockland Counties

Albany Field Office Telephone (518) 270-0588 / 0589 - DEC regions 4,5
1 Bond Street, Troy NY 12180

Buffalo District, Corps of Engineers Telephone (716) 879-4330 - DEC regions 6, 7, 8, 9
1776 Niagara Street, Buffalo NY 14207-3199

ENVIRONMENTAL QUESTIONNAIRE

This is intended to supplement ENG Form 4345, Application for Department of the Army Permit, or the Joint Application for Permit used in the State of New York. Please provide complete answers to all questions below which are relevant to your project. Any answers may be continued on separate sheet(s) of paper to be attached to this form.

PRIVACY ACT STATEMENT

The purpose of this form is to provide the Corps of Engineers with basic information regarding your project. This information will be used to facilitate evaluation of your permit application and for public dissemination as required by regulation. Failure to provide complete information may result in your application being declared incomplete for processing, thereby delaying processing of your application.

GENERAL--APPLICABLE TO ALL PROJECTS

1. ***Explain the need for, and purpose of, the proposed work.***

2. ***Provide the names and addresses of property owners adjacent to your work site (if not shown on the application form or project drawings).***

(Please note that depending upon the nature and extent of your project, you may be requested to provide the names and addresses of additional property owners proximate to your project site to ensure proper coordination.)

3. Photographs of the project site should be submitted. For projects in tidal areas, photographs of the waterway vicinity should be taken at low tide. Using a separate copy of your plan view, indicate the location and direction of each photograph as well as the date and time at which the photograph was taken. Provide a sufficient number of photographs so as to provide a clear understanding of conditions on and proximate to your project site.

4. Provide a copy of any environmental impact statement, or any other environmental report which was prepared for your project.

5. Provide a thorough discussion of alternatives to your proposal. This discussion should include, but not necessarily be limited to, the "no action" alternative and alternative(s) resulting in less disturbance to waters of the United States. For filling projects in waters of the United States, including wetlands, your alternatives discussion should demonstrate that there are no practicable alternatives to your proposed filling and that your project meets with current mitigation policy (i.e. avoidance, minimization and compensation).

DREDGING PROJECTS

Answer the following if your project involves dredging.

1. Indicate the estimated volume of material to be dredged and the depth (below mean low water) to which dredging would occur. Would there be overdepth dredging?

2. You can apply for a ten-year permit for maintenance dredging. If you wish to apply for a ten-year permit, please provide the number of additional dredging events during the ten-year life of the permit and the amount of material to be removed during future events.

3. Indicate of your drawings the dewatering area (if applicable) and disposal site for the dredged material (except landfill sites). Submit a sufficient number of photographs of the dewatering and disposal sites as applicable so as to provide a clear indication of existing conditions. For ten-year maintenance dredging permits, indicate the dewatering/disposal sites for future dredging events, if known.

4. Describe the method of dredging (i.e. clamshell, dragline, etc.) and the expected duration of dredging.

5. Indicate the physical nature of the material to be dredged (i.e. sand, silt, clay, etc.) and provide estimated percentages of the various constituents if available. For beach nourishment projects, grain size analysis data is required.

6. Describe the method of dredged material containment (i.e. hay bales, embankment, bulkhead, etc.) and whether return flow from the dewatering /disposal site would reenter any waterway. Also indicate if there would be any barge overflow.

MOORING FACILITIES

Answer the following if your project includes the construction or rehabilitation of recreational mooring facilities.

1. It is generally recommended that any fixed piers and walk ramps be limited to four feet in width, and that floats be limited to eight feet in width and rest at least two feet above the waterway bottom at mean low water. Terminal floats at private, noncommercial facilities should be limited to 20 feet in length. If you do not believe your proposal can meet with these recommendations, please provide the reason(s).

2. Using your plan view, show to scale the location(s), position(s) and size(s) (including length, beam and draft) of vessel(s) to be moored at the proposed facility, including those of transient vessel(s) if known.

3. For commercial mooring sites such as marinas, indicate the capacity of the facility and indicate on the plan view the location(s) of any proposed fueling and/or sewage pumpout facilities. If pumpout facilities are not planned, please discuss the rationale below and indicate the distance to the nearest available pumpout station.

4. Indicate on your plan view the distance to adjacent marine structures, if any are proximate and show the locations and dimensions of such structures.

5. Discuss the need for wave protection at the proposed facility. Please be advised that if a permit is issued, you would be required to recognize that the mooring facility may be subject to wave action from wakes of passing vessels, whose operations would not be required to be modified. Issuance of a permit would not relieve you of ensuring the integrity of the authorized structure(s) and the United States would not be held responsible for damages to the structure(s) and vessel(s) moored thereto from wakes from passing vessels.

BULKHEADING/BANK STABILIZATION/FILLING ACTIVITIES

Answer the following if your project includes construction of bulkheading (also retaining walls and seawalls) with backfill, filling of waters/wetlands, or any other bank stabilization fills such as riprap, revetments, gabions, etc.

1. Indicate the total volume of fill (including backfill behind a structure such as a bulkhead) as well as the volume of fill to be placed into waters of the United States. The amount of fill in waters of the United States can be determined by calculating the amount of fill to be placed below the plane of spring high tide in tidal areas and below ordinary high water in non-tidal areas.

2. Indicate the source(s) and type(s) of fill material.

3. Indicate the method of fill placement (i.e. by hand, bulldozer, crane, etc.). Would any temporary fills be required in waterways or wetlands to provide access for construction equipment? If so, please indicate the area of such waters and/or wetlands to be filled, and show on the plan and sectional views.
The foregoing requests basic information on the most common types of projects requiring Department of the Army permits. It is intended to obviate or reduce the need for requesting additional information; however, additional information may be requested above and beyond what is requested in this form.
Please feel free to add any additional information regarding your project which you believe may facilitate our review.

APPENDIX H

WORK ZONE TRAFFIC CONTROL

~~**615-2 MATERIALS.** As specified in the special specifications.~~

~~**615-3 CONSTRUCTION DETAILS.** As specified in the special specifications.~~

~~**615-4 METHOD OF MEASUREMENT.** As specified in the special specifications.~~

~~**615-5 BASIS OF PAYMENT.** As specified in the special specifications.~~

~~SECTION 616 - SOIL BIOENGINEERING~~

~~**616-1 DESCRIPTION**. This section shall include work required for soil bioengineering~~

~~**616-2 MATERIALS.** As specified in the special specifications.~~

~~**616-3 CONSTRUCTION DETAILS.** As specified in the special specifications.~~

~~**616-4 METHOD OF MEASUREMENT.** As specified in the special specifications.~~

~~**616-5 BASIS OF PAYMENT.** As specified in the special specifications.~~

~~SECTION 617 - INVASIVE SPECIES MANAGEMENT~~

~~**617-1 DESCRIPTION**. This work shall consist of the control, eradication and management of invasive species.~~

~~**617-2 MATERIALS.** As specified in the special specifications.~~

~~**617-3 CONSTRUCTION DETAILS.** As specified in the special specifications.~~

~~**617-4 METHOD OF MEASUREMENT.** As specified in the special specifications.~~

~~**617-5 BASIS OF PAYMENT.** As specified in the special specifications.~~

~~SECTION 618 (VACANT)~~

SECTION 619 - WORK ZONE TRAFFIC CONTROL

(Last Revised May, 2023)

619-1 DESCRIPTION

619-1.01 General. Work zone traffic control shall consist of all work necessary to provide for the safe and efficient movement of traffic through or around work zones, and to protect workers and the public from damage to person and property which may result, directly or indirectly, from any construction work. Work zone traffic control shall be completed under the direction of a trained, competent person, as shown in the contract documents, the MUTCD and as directed by the Engineer. The duration of this work shall be from the date any work is started on the contract site, including mobilization of equipment, signs, offices, and shops until the date of contract final acceptance. Temporary materials and components that are furnished by the Contractor shall remain the property of the Contractor.

See Figures 619-1A and 619-1B *Component Parts of a Typical Highway Work Zone* for definitions of terms.

Work shall be categorized based on the following work durations:

A. Long Term Operation. Long term is stationary work that occupies a location for more than 3 consecutive days. It includes nighttime work.

B. Intermediate Term Operation. Intermediate term is stationary work that occupies a location for more than 1 daylight period up to 3 consecutive days. It includes nighttime work lasting more than 1 hour.

C. Short Term Operation. Short term is stationary daytime work that occupies a location for more than 1 hour during a single daylight period.

D. Short Duration Operation. Short duration is work that occupies a location for up to 1 hour. It can be performed during the daytime or at night in accordance with §619-3.19 Nighttime Operations.

E. Mobile Operation. Mobile is work that moves intermittently or continuously where the work at any specific location completes within 15 minutes. It is used for vehicle based operations and does not involve workers on foot. It can be performed during the daytime or at night in accordance with §619-3.19 Nighttime Operations.

F. Special Operation. Special Operations are work operations that do not fit under one of the five categories mentioned in §619-1.01A through §619-1.01E. Special operations include:

1. Stop and Go Operations. Work that completes within five minutes and allows workers on foot.

2. Other Operations. Including but not limited to Mowing Operations, Mulching and Herbicide Operations, Pavement Marking Operations, Temporary Road/Intersection Closures, etc.

619-1.02 Basic Work Zone Traffic Control. Work shall consist of controlling traffic over a reasonably smooth traveled way which shall be marked by signs, delineators, channelizing devices, pavement markings, and other devices as shown in the contract documents or as directed by the Engineer. Work after sunset and before sunrise shall include additional requirements for nighttime operations including, but not limited to, a written plan for nighttime operations, additional worker and equipment protection, additional channelizing devices and contract site patrol.

The Contractor shall conduct its operations to ensure the safety and convenience of travelers and abutting property owners as well as the safety of all workers on the contract. Travelers include, but may not be limited to motorists, motorcyclists, bicyclists, and pedestrians.

Work shall be scheduled to keep the time and distance that existing pavement is removed or substantially disturbed to a minimum and consistent with the physical requirements of the contract. Unless otherwise indicated in the contract documents, the distance over which traffic is maintained on an unpaved surface shall not exceed 1/2 mile at any one time. During seasonal shutdown periods, no part of the highway shall be closed to traffic unless provided for in the contract documents, or the Contractor has submitted, and the Engineer has approved a detailed schedule of operations reflecting a proposal to close the highway to traffic.

Basic work zone traffic control shall include the following:

A. Surface Condition, Debris, Drainage and Dust Control. Work shall consist of maintaining the surface condition of the traveled way, including detours, consistent with the preconstruction posted

speed limit; including maintaining positive drainage, dust control and keeping the roadway free from debris and materials spilled from or tracked by vehicles or equipment. Debris and dust shall be controlled on all operations.

B. Seasonal Operations and Snow and Ice Control. Work shall consist of maintaining the traveled way to facilitate safe, efficient travel and permit snow and ice control by others during winter months and during any period that work is suspended.

C. Maintain Public Access. Work shall consist of maintaining vehicular, bicycle, and ADA compliant pedestrian public access to intersecting roads, residences, business establishments, adjacent property, bus stops and transportation facilities.

D. Maintain Existing Roadside Signs, Delineators and Markers. Work shall consist of maintaining, in their existing condition, existing highway signs, delineators, and markers within the contract limits.

E. Maintain Existing Guide Rail, Median Barrier and Bridge Rail. Work shall consist of maintaining existing traffic barriers and other safety devices, in their existing condition, within the contract limits.

F. Construction Vehicles and Equipment. Work shall consist of equipping construction vehicles and equipment with warning lights and reflective markings; and maintenance of vehicles and equipment in safe operating condition.

G. Protective Vehicles. Work shall consist of furnishing protective vehicles to guide traffic and to protect workers in stationary or moving temporary traffic control zones as shown in the contract documents or as directed by the Engineer. Protective Vehicles shall be provided in accordance with the requirements of Table 011-01 Protective Vehicle Requirements on Standard Sheet 619-011. The specific § 619 Standard Sheets illustrate the minimum number and positioning of Protective Vehicle(s) required. Protective Vehicle(s) in addition to those that are required may be utilized in situations where special hazards (ex. work area at the base of grade on a two lane two way road, etc.) exist. When a protective vehicle(s) is used between the work vehicle (crew) or hazard and the traffic in a stationary operation it is referred to as a barrier vehicle(s) and when used in a moving operation it is referred to as a shadow vehicle(s). When a protective vehicle is used in advance of a moving or stationary operation to display sign messages it is referred to as an advance warning vehicle.

Protective Vehicles (PVs) exposed to traffic with preconstruction speed limit ≥ 45 mph require Truck / Trailer Mounted Impact Attenuators (TMIAs) as part of any mobile, short-duration, or short-term operation.

Protective Vehicles (PVs) exposed to traffic with preconstruction speed limit ≤ 40 mph require Truck / Trailer Mounted Impact Attenuators (TMIAs) in accordance with the requirements of Table 011-01 of Standard Sheet 619-011

1. Barrier Vehicles. Work shall consist of furnishing barrier vehicles to guide traffic and protect workers in stationary lane and shoulder closures and other stationary temporary traffic control zones, as shown in the contract documents or as directed by the Engineer.

2. Shadow Vehicles. Work shall consist of furnishing shadow vehicles to guide traffic and to protect workers in work zones not protected by stationary lane or shoulder closures, as shown in the contract documents, or as directed by the Engineer.

3. Advance Warning Vehicles. Work shall consist of furnishing advance warning vehicles to guide traffic and/or to protect workers, as shown in the contract documents or as directed by the Engineer.

H. Construction Signs. Work shall consist of furnishing, installing, moving, maintaining, deactivating, and removing construction signs, including warning lights, as shown in the contract documents, or as directed by the Engineer.

I. Arrow Panels. Work shall consist of furnishing, installing, maintaining, and removing arrow panels as shown in the contract documents or as directed by the Engineer. Arrow panels are used to warn and guide traffic when travel lanes are temporarily closed by construction activities.

J. Channelizing Devices. Work shall consist of furnishing, placing, maintaining, and removing channelizing devices, with warning lights where required, including drums, vertical panels, construction barricades, cones, and temporary tubular markers. Type III construction barricades and interim tubular markers may be specified under separate pay items.

K. Pavement Edge Drop-Off Protection. Work shall consist of furnishing and maintaining protection for edge drop-offs adjacent to the pavement or shoulder.

L. Flagging and Traffic Control. Work shall consist of furnishing the necessary traffic control equipment and flaggers for adequate traffic control. Portable traffic signal systems authorized by the Engineer may be utilized only on a highway designated as a Restricted Highway.

M. Maintain Existing Mailboxes. Work shall consist of maintaining postal route mailboxes serviced from vehicles, in a useable condition and location consistent with U.S. Postal Service requirements.

N. Contract Site Patrol. Work shall consist of furnishing personnel to patrol the contract area as necessary to ensure conditions on the site are adequate for public safety and convenience at all times.

619-1.03 Basic Work Zone Traffic Control (Daily Operations). Work shall consist of controlling and protecting traffic during a single work shift as shown in the contract documents, or as directed by the Engineer. The Contractor will not be required to repair or maintain the surface of the traveled way and other roadway features not part of the work, except to repair damage resulting from the Contractor's operations.

619-1.04 Temporary Business Signs. Work shall consist of furnishing, installing, moving, covering, maintaining, and removing temporary business signs as shown in the contract documents or as directed by the Engineer.

619-1.05 Covering or Removal of Pavement Markings. Work shall consist of removing or covering existing permanent pavement markings, interim pavement markings, and temporary pavement markings including, but not limited to: edge lines, lane lines, center lines, crosswalks, stop bars, arrows, symbols, and diagonal markings in gores and medians as shown in the contract documents or as directed by the Engineer.

619-1.06 Temporary Pavement Markings. Work shall consist of furnishing and applying temporary pavement markings as shown in the contract documents or as directed by the Engineer. The work for removable pavement tape, removable wet-night reflective tape, temporary overlay markers and removable raised pavement markers shall include removal. Temporary pavement markings are intended for use on

any new pavement or milled surface until the subsequent course is placed or interim pavement markings or final pavement markings are installed.

619-1.07 Interim Pavement Markings. Work shall consist of furnishing, applying, and maintaining, interim pavement markings as shown in the contract documents or as directed by the Engineer. Interim pavement markings are intended for use in diversions, temporary pavement realignments and crossovers, lane shifts and closures, and other traffic patterns associated with construction activities. Interim pavement markings are intended for use for a given phase or season, for a maximum of 1 year.

619-1.08 Temporary Rumble Strips. Work shall consist of installing, maintaining, and removing temporary rumble strips at the locations shown in the contract documents or as directed by the Engineer.

619-1.09 Interim Tubular Markers. Work shall consist of furnishing, installing, moving, and maintaining interim tubular markers attached to the pavement as shown in the contract documents or as directed by the Engineer. Interim tubular markers are typically used for 2-way, 2-lane freeway work zones and long-term closures where available width is limited.

619-1.10 Portable Variable Message Signs (PVMS) and Truck Mounted Variable Message Signs (TMVMS).

A. Portable Variable Message Signs (PVMS). Work shall consist of furnishing, installing, operating, maintaining, relocating, and removing PVMS as shown in the contract documents or as directed by the Engineer. PVMS with a pay unit of each shall be provided for the duration of the contract at the general locations specified in the contract documents and in accordance with the Special Note Requirements for Portable Variable Message Signs (PVMS). PVMS with a pay unit of weeks shall be provided at general locations and durations in accordance with the Special Note *Requirements for Portable Variable Message Signs (PVMS)* and the contract documents.

PVMS are intended to supplement other traffic control devices by displaying symbolic or word messages but are not to be used alone to replace conventional traffic control devices.

B. Truck Mounted Variable Message Signs (TMVMS). Work shall consist of furnishing, installing, operating, maintaining, and relocating TMVMS as shown in the contract documents or as directed by the Engineer. TMVMS with a pay unit of each shall be provided for the duration of the contract at the general locations specified in the contract documents. TMVMS with a pay unit of weeks shall be provided at general locations and durations in accordance with the Special Note Requirements for Truck Mounted Variable Message Signs and the contract documents. TMVMS are intended to supplement other traffic control devices by displaying symbolic or word messages. They may only be used alone to replace conventional traffic control devices in mobile and short duration work zones or situations of limited duration.

619-1.11 Type III Construction Barricades. Work shall consist of furnishing, installing, moving, maintaining, and removing Type III construction barricades, with warning lights where specified, as shown in the contract documents or as directed by the Engineer.

619-1.12 Temporary Positive Barrier. Work shall consist of furnishing, installing, moving, maintaining, and removing approved temporary positive barrier (concrete or steel), including barrier warning lights and transitions to and from guide rail where specified, as shown in the contract documents or as directed by the Engineer.

619-1.13 Temporary Glare Screen. Work shall consist of furnishing, installing, moving, maintaining, and removing glare screen mounted on a concrete barrier as shown in the contract documents or as directed by the Engineer.

619-1.14 Temporary Impact Attenuator. Work shall consist of furnishing, installing, maintaining, repairing, moving, and removing temporary impact attenuators as shown in the contract documents or as directed by the Engineer.

619-1.15 Temporary Sand Barrel Arrays. Work shall consist of furnishing, installing, maintaining, relocating, and removing temporary sand barrel arrays as shown in the contract documents or as directed by the Engineer.

619-1.16 Vehicle Arresting Barrier. Work shall consist of providing vehicle arresting barriers (net-type) and their anchorages as shown on the Standard Sheets to prevent errant vehicles from entering a closed work area as shown in the contract documents or as directed by the Engineer.

619-1.17 Maintain or Modify Traffic Signal Equipment. Work shall consist of modifying or maintaining in proper operation, existing, relocated, modified, or newly installed traffic signals as shown in the contract documents or as directed by the Engineer.

619-1.18 Temporary Traffic Signals. Work shall consist of furnishing, installing, programming, moving, maintaining,and removing temporary traffic signals and necessary components as shown in the contract documents or as directed by the Engineer. Temporary signals shall be installed only on a highway designated as a Restricted Highway. Portable Traffic Signals (PTS) shall not be placed or operated on a State highway without the permission of the Regional Traffic Engineer (RTE) or their designee. On a construction contract, approval is required for each location or relocation of a PTS, even when one location is near another. If the PTS is relocated, a new approval is required regardless of how short of a move is made along the highway. It is recommended that moving and short duration traffic control operations be controlled by flagging operations when possible. Contractors shall abide by all "Standard" and "Guidance" statements in the MUTCD and the New York State Supplement. However, "Guidance" statements may be waived at the discretion of the Department.

619-1.19 Nighttime Operations. Work shall consist of developing a Nighttime Operations and Lighting Plan; furnishing, installing, operating, maintaining, moving, and removing lighting equipment for nighttime construction operations; constructing devices and adapting equipment to be compatible with lighting equipment; and furnishing nighttime safety apparel and devices as shown in the contract documents or as directed by the Engineer. Balloon lights, or equivalent lighting, shall be used on nighttime moving operations and are defined as a light source inside a translucent material that produces a low-glare, 360-degree, diffuse light.

619-1.20 Traffic Control Supervisor. Work shall consist of providing a full-time traffic control supervisor having adequate training, experience, and authority to implement and maintain all traffic control operations, as shown in the contract documents or as directed by the Engineer.

619-1.21 Temporary Structures and Approaches. Work shall consist of designing, constructing, maintaining, inspecting, relocating, and removing temporary structures, their approaches and any required appurtenances at the location(s) shown in the contract documents.

619-1.22 Pavement Patching. Work shall consist of providing and installing pavement patching materials to maintain pavements open to traffic in acceptable condition as shown in the contract documents or as directed by the Engineer.

619-1.22 A. Pavement Patching (Force Account). This item is to be used to pay for pavement patching installed when the Contract Documents prohibit top course paving.

619-1.22 B. Pavement Patching (Tonnage). This item is to be used to pay for pavement patching installed on the contract at all times except when the Contract Documents prohibit top course paving.

619-1.23 Mailboxes. Work shall consist of relocating or replacing postal route mailboxes and/or mailbox supports consistent with U.S. Postal Service requirements, as shown in the contract documents or as directed by the Engineer.

619-1.24 Portable Temporary Rumble Strips. Work shall consist of furnishing, installing, maintaining, and removing Portable Temporary Rumble Strip (PTRS) Arrays in accordance with the contract documents and as directed by the Engineer.

619-1.25 Automated Flagger Assistance Devices (AFAD). Work shall consist of furnishing, installing, maintaining, and removing Automated Flagger Assistance Devices (AFAD) in accordance with the contract documents and as directed by the Engineer.

FIGURE 619-1A COMPONENT PARTS OF A TYPICAL HIGHWAY WORK ZONE WITHPROTECTIVE VEHICLE

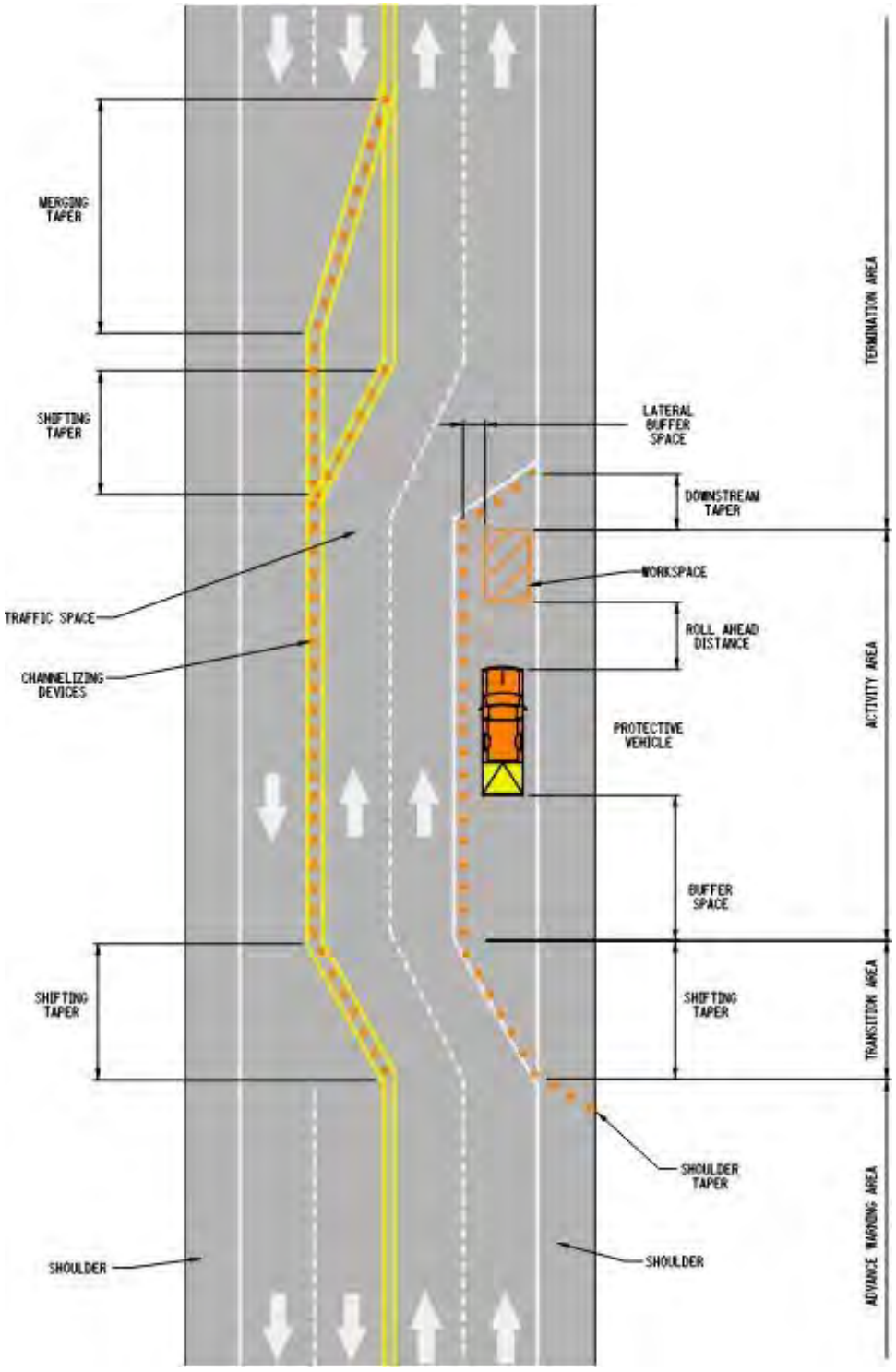
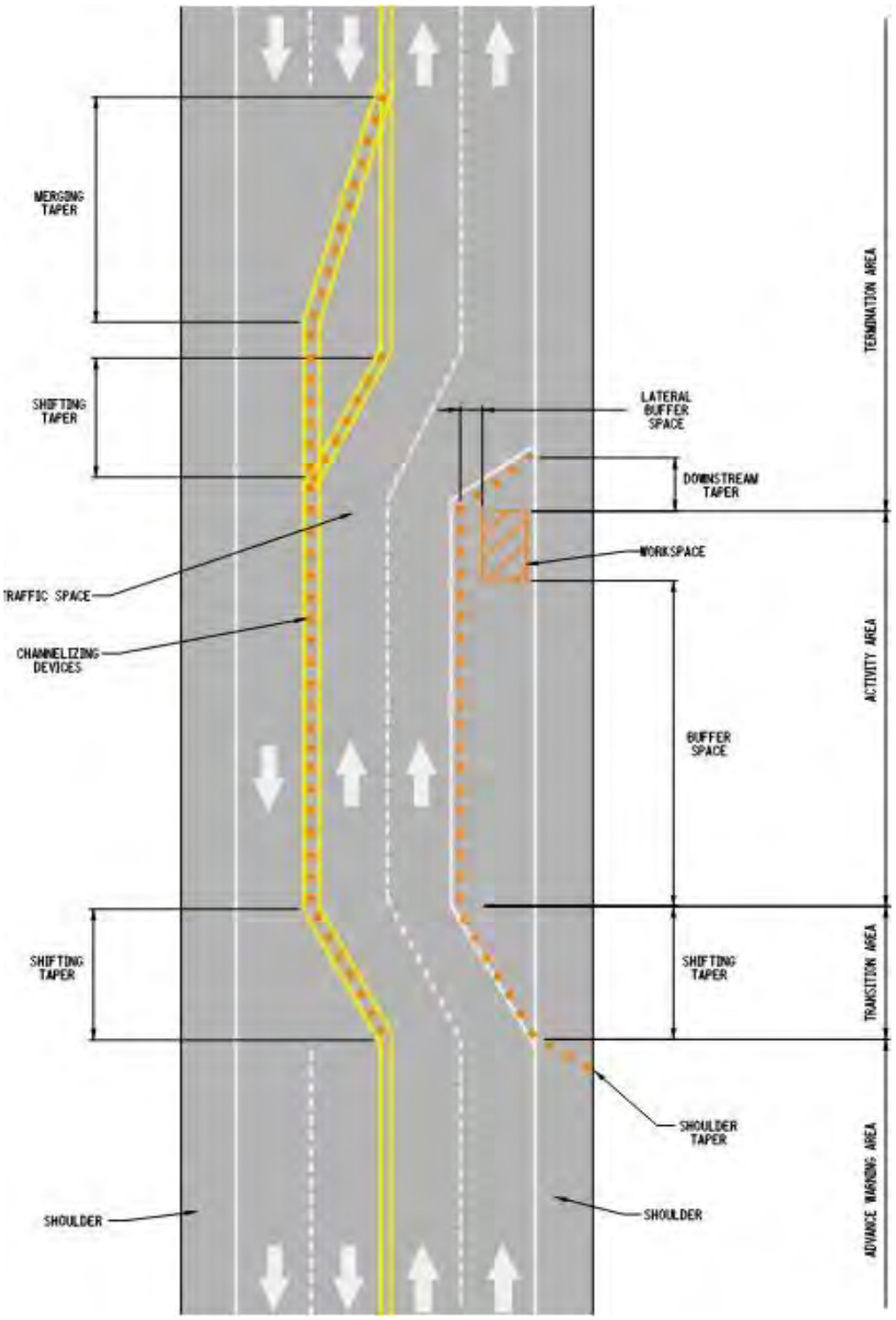


FIGURE 619-1B COMPONENT PARTS OF A TYPICAL HIGHWAY WORK ZONE WITHOUTPROTECTIVE VEHICLE



619.2 MATERIALS.

619-2.01 General. All materials used shall comply with the requirements of the following subsections of Section 700 *Materials and Manufacturing*, or as established by this section, the applicable Standard Sheets, and the contract documents.

Concrete Grouting and Anchoring Material	701-05
Precast Concrete Barrier	704-05
Traffic Signal Heads	724-04
Removable Raised Pavement Markers	727-02
Epoxy Paint	727-03
Permanent Pavement Tape	727-04
Glass Beads for Pavement Markings	727-05
Removable Pavement Tape	727-06
Removable Wet-Night Reflective Tape	727-07
Permanent Wet-Night Reflective Tape	727-08
Traffic Paint	727-09
Drums	729-01
Cones	729-02
Temporary Tubular Markers	729-03
Vertical Panels	729-04
Stop/Slow Paddles	729-05
Type III Construction Barricades	729-08
Temporary Sign Supports	729-09
Temporary Impact Attenuators - Redirective	729-10
Temporary Impact Attenuators - Gating	729-11
Truck-Mounted and Trailer Mounted Impact Attenuators	729-12
Temporary Sand Barrels	729-13
Vehicle Arresting Systems	729-14
Arrow Panels	729-15
Portable Variable-Message Signs	729-16
Temporary Glare Screens	729-17
Warning Lights	729-18
Automated Flagging Assistance Devices	729-19
Portable Traffic Signals	729-20
Temporary Overlay Markers	729-21
Truck Mounted Variable Message Signs	729-22
Aluminum Sign Panels	730-01
Temporary Plywood Sign Panels	730-02
Temporary Rigid Lightweight Sign Panels	730-03
Retro-Reflective Sign Sheeting	730-05
Temporary Wooden Sign Posts	730-19
Stiffeners, Overhead Brackets and Miscellaneous Hardware	730-22
Fiberglass Reinforced Plastic Sign Panels	730-23
Type A Sign Supports	730-24
Type B Sign Posts	730-25

Note: Signs and panels supplied before March 1, 2023, may be fabricated with NYSDOT approved ASTM D4956 Type III/IV and/or IX retro-reflective sign sheeting based on the sign type.

619-2.02 Basic Work Zone Traffic Control.

A. Surface Condition, Debris, Drainage and Dust Control. Materials used to repair pavement surfaces shall be compatible with the pavement. In general, plant-mixed asphalt is suitable for all pavement surfaces to be repaired. Material other than plant-mixed asphalt may be used if approved by the Engineer.

Environmentally compatible, approved dust palliatives may be used in conformance with any conditions placed on their use.

B. Seasonal Operations and Snow and Ice Control. (None Specified)

C. Maintain Public Access. (None Specified)

D. Maintain Existing Roadside Signs, Delineators and Markers. All materials used to maintain existing roadside appurtenances shall be consistent with the features to be maintained.

E. Maintain Existing Guide Rail, Median Barrier and Bridge Rail. All materials used to maintain existing roadside appurtenances shall be consistent with the features to be maintained.

F. Construction Vehicles and Equipment. All vehicles with a GVWR greater than 10,000 lbs and with restricted visibility to the rear shall be equipped with an operational audible backup alarm. Any vehicle with a non-operational backup alarm shall be taken out of service until the alarm is repaired.

All vehicles and equipment within the contract limits and on the roadway shall be equipped with a rotating amber or flashing Light Emitting Diode (LED) beacon visible from all directions for a minimum of 1,000 feet during daylight. Flashing LED beacons shall meet the requirements of SAE J845 Class 2. Strobe lights shall not be used.

All trucks and trailers with a GVWR greater than 10,000 lbs shall display retro-reflective markings in compliance with Code of Federal Regulations 49 CFR 393.11- Lamps and Reflective Devices. The markings need not be continuous, but the sum of the length of the segments shall be at least one-half the length of the body or trailer. The centerline of the sheeting shall be between 15 inches and 60 inches above the ground. All other construction equipment shall display similarly compliant markings on the front and rear (100 square inches per end minimum), as practicable.

G. Protective Vehicles. Protective vehicles are divided into 2 categories based on the Gross Vehicle Weight (GVW): Protective Vehicle Light (PVL) shall have a minimum GVW of 9,500 lbs. or greater, and; Protective Vehicle Heavy (PVH) shall have a minimum GVW of 22,000 lbs. or greater. Ballast may be used to bring a lighter vehicle up to the indicated weight provided the ballast is securely contained within an enclosed body or otherwise securely fastened to the vehicle pursuant to Federal Motor Carrier Safety Administration (FMCSA) Cargo Securement Rules, such that: 1. the ballast will not separate from the vehicle upon impact, and 2. the ballast weight will not exceed the manufacturer's GVW.

Protective vehicles when used as barrier or shadow vehicles always require either a Type B or Type C arrow panel. Protective vehicles when used as advanced warning vehicles may require an arrow panel as shown on the 619 Standard Sheets. A Truck / Trailer mounted Variable Message Sign (TMVMS) meeting the size, legibility and illumination requirements of Type B or Type C Arrow Panels displaying approved messages per NYSDOT VMS GUIDELINES is acceptable. TMVMS may be used, if available, to supplement required work zone traffic control devices.
The requirements for use of a protective vehicle depend on the type of closure, work duration, preconstruction posted speed limit, and exposure conditions. Protective vehicles with or without Truck/Trailer Mounted Impact Attenuator (TMIA) shall be used in accordance with the requirements shown on Table 011-01 Protective Vehicle Requirements as shown on Standard Sheet 619-011.

1. TMIAs manufactured after December 31, 2019 shall be Manual for Assessing Safety Hardware (MASH) compliant.

2. Any TMIAs manufactured after December 31, 2019, must have been successfully tested to the 2015 edition of MASH and shall be used as follows:

a. Where the preconstruction posted speed limit is ≤ 45 mph protective vehicles shall be equipped with a MASH Test Level-2 or MASH Test Level-3 truck mounted or trailer mounted impact attenuator.

b. Where the preconstruction posted speed limit is > 45 mph protective vehicles shall be equipped with a MASH Test Level-3 truck mounted or trailer mounted impact attenuator.

3. Any National Cooperative Highway Research Program (NCHRP)-350 compliant TMIAs manufactured on or before December 31, 2019, and successfully tested to NCHRP Report 350 or the 2009 edition of MASH, may continue to be used throughout their normal service lives as follows:

a. Where the preconstruction posted speed, limit is ≤ 45 mph, protective vehicles shall be equipped with a NCHRP 350 Test Level-2 or NCHRP 350 Test Level-3 truck mounted or trailer mounted impact attenuator.

b. Where the preconstruction posted speed, limit is > 45 mph, protective vehicles shall be equipped with a NCHRP 350 Test Level-3 truck mounted or trailer mounted impact attenuator.

4. Damaged TMIAs shall be evaluated in accordance with the manufacturer's specifications and instructions and, if deemed repairable, may be repaired, and returned to service.

5. Truck / Trailer Mounted Impact Attenuators shall not be mounted / installed on vehicles with a Gross Vehicle Weight (GVW) less than what is minimally required by the manufacturer of the TMIA.

Where a barrier vehicle remains stationary for extended periods of time, the Contractor may utilize a barrier trailer in lieu of a barrier vehicle. A barrier trailer is a trailer that may be detached from the tow vehicle and that meets barrier vehicle weight, arrow board, attenuator, and placement distance requirements.

H. Construction Signs. Fabrication of all components shall produce a finished sign panel. Holes may be punched or drilled. Edges shall be smooth and true and free from burrs or ragged breaks. Sign panels, including face shape, color, dimensions, and characters shall be fabricated using colors, character series, character sizes, symbols, route shields and borders as shown in the MUTCD or in the contract documents.

1. Sign Panels. Modification of sign legends by overlaying an existing legend with a revised legend, changing a single word or distance, such as changing LEFT to RIGHT or 1000 to 1500 will be permitted if the overlay is a match to the rest of the sign in terms of legend size and type, sheeting color and retro-reflectivity. The overlay shall be firmly adhered to the underlying panel. Any such overlays shall provide a visual match to the rest of the sign when viewed from a distance of 100 feet or greater during all periods in which the sign will be used.

a. Rigid Sign Panels. Rigid sign panels shall be aluminum, fiberglass, plywood, or lightweight plastic. All construction sign faces on rigid panels shall conform to §730-05 Retro-Reflective Sign Sheeting NYSDOT Class A sheeting. Characters including letters, numerals, route shields, symbols, logos, and borders shall conform to §645-2.02 Sign Panels - E. Sheeting Sign Characters.

b. Flexible Sign Panels. Flexible sign panels shall be a solid, fluorescent-orange, durable elastomeric material. Flexible panels fabricated from mesh will not be allowed. Flexible sign panels shall be mounted on supports with adequate bracing, so as to minimize flutter and to support the intended shape of the sign.

2. Mounting Temporary Signs. Temporary sign supports, except those located beyond the deflection distances of guide rail or temporary barrier as given in Table 619-5 Guide Rail & Concrete Barrier Standard Deflection Distances or otherwise protected against impact by errant vehicles, shall meet the following requirements for portable or fixed supports. If rigid diagonal bracing is used, the high end of the bracing shall face away from approaching traffic. All wood supports shall be painted white.

a. Portable Temporary Sign Supports. Ballast used to stabilize supports shall be bagged sand or other suitable material and shall be located at ground level. Portable supports shall be a configuration which is NCHRP 350 approved or be constructed in accordance with a Standard Sheet(s).

b. Fixed Temporary Sign Supports. The Contractor shall provide NCHRP 350 approved Type A, Type B or wooden sign posts in accordance with §730-19 *Temporary Wooden Sign Posts*, §730-24 *Type A Sign Supports*, or §730-25 *Type B Sign Supports* as appropriate.

3. Sign Covers. Covers used to inactivate unneeded construction signs shall be a single dark color, opaque material containing no wording or images. Rigid covers shall match the size and shape of the sign panel(s). Fabric sign covers may require more than one layer of fabric to prevent legibility of the sign being covered. Rigid Lightweight panels used as covers shall meet the requirements §730-03 Temporary Rigid Lightweight Sign. Signs hinged on the back side of the sign face to fold at the center and completely cover the sign face may be used.

I. Arrow Panels. Arrow panels shall be in accordance with §729-15 *Arrow Panels*.

J. Channelizing Devices. Drums shall be in accordance with §729-01 Drums. Standard cones, tall cones and extra tall cones shall be in accordance with §729-02 Cones. Temporary tubular markers shall be in accordance with §729-03 Temporary Tubular Markers. Standard and oversized vertical panels shall be in accordance with §729-04 Vertical Panels.

K. Pavement Edge Drop-off Protection. (None Specified)

L. Flagging and Traffic Control. Hand signaling devices used to control traffic shall meet the requirements of the MUTCD. The standard signaling device shall be STOP/SLOW signal paddles in accordance with §729-05 Stop/Slow Paddles. Red signal flags shall be a minimum of 24 inches x 24 inches. Automated Flagging Assistance Devices shall be in accordance with §729-19 Automated Flagging Assistance Devices. Portable traffic signals shall be in accordance with §729-20 Portable Traffic Signals.

M. Maintain Existing Mailboxes. (None Specified)

N. Contract Site Patrol. (None Specified)

619-2.03 Basic Work Zone Traffic Control (Daily Operations). (None Specified)

619-2.04 Temporary Business Signs. Temporary business signs shall conform to the MUTCD. Sign panels shall be in accordance with 619-2.02H.1. Sign Panels, except that the panels shall be white on a blue background. Supplemental arrows, as required, shall be white on a blue background (M5-1 to M6-2). Temporary business signs shall be mounted on temporary sign supports.

619-2.05 Covering or Removal of Pavement Markings. Tape used to cover existing pavement markings shall be non-reflective, pavement marking masking tape, substantially similar in color to the pavement surface, in accordance with §727-06 *Removable Pavement Tape.*

619-2.06 Temporary Pavement Markings. Temporary pavement markings shall consist of removable raised pavement markers in accordance with §727-02 *Removable Raised Pavement Markers,* or removable pavement tape in accordance with §727-06 *Removable Pavement Tape*, or removable wet-night reflective tape in accordance with §727-07 *Removable Wet-Night Reflective Tape*, or traffic paint in accordance with §727-09 *Traffic Paint* and §727-05 *Glass Beads for Pavement Markings,* or temporary overlay markers in accordance with §729-21 *Temporary Overlay Markers.*

619-2.07 Interim Pavement Markings. Interim pavement markings shall consist of traffic paint in accordance with §727-09 *Traffic Paint* and §727-05 *Glass Beads for Pavement Markings*, epoxy paint in accordance with §727-03 *Epoxy Paint* and §727-05 *Glass Beads for Pavement Markings*, removable pavement tape in accordance with §727-06 *Removable Pavement Tape*, removable wet-night reflective tape in accordance with §727-07 *Removable Wet-Night Reflective Tape.* Interim pavement markings shall be supplemented, where specified, with removable raised pavement markers in accordance with §727-02 *Removable Raised Pavement Markers.*

619-2.08 Temporary Rumble Strips.

A. Raised Asphalt Rumble Strips. Raised asphalt rumble strips shall be formed from 6.3 or 9.5 asphalt pavement. Asphalt Emulsion Tack Coat shall be used to adhere the rumble strip to the existing pavement.

B. Raised, Removable-Tape Rumble Strips. Removable-tape rumble strips shall be formed from black, non-reflectorized, removable pavement-marking tape. Raised, removable-tape rumble strips shall have a minimum width of 6 inches, measured in the direction of traffic, with sufficient layers of tape such that each finished rumble strip has a thickness of 3/8 inches ± 1/8 inch.

C. Raised, Preformed Rumble Strips. Raised, preformed rumble strips shall be manufactured specifically as temporary rumble strips. Raised, preformed rumble strips shall have a minimum width of 4 inches, measured in the direction of traffic, with a thickness of between ¼ inch and ½ inch.

D. Saw-Cut Rumble Strips. Saw-cut rumble strips shall have a width of 4 inches ± ½ inch measured in the direction of traffic. The depressions shall have a rectangular cross section with a depth of 3/8 inches ± 1/8 inch.

E. Milled-in Rumble Strips. Milled-in rumble strips shall have a nominal width of 6 inches measured in the direction of traffic. The depressions shall have a semicircular, concave cross section with a depth of 3/8 inches ± 1/8 inch.

F. Removing Temporary Rumble Strips. Rumble strip depressions shall be filled in with a 6.3 or a 9.5 asphalt pavement meeting the requirements of Section 404, Asphalt Pavements.

619-2.09 Interim Tubular Markers. Interim tubular markers shall be in accordance with §729-03 *Temporary Tubular Markers*.

619-2.10 Portable Variable-Message Signs (PVMS) & Truck Mounted Variable Message Signs (TMVMS). Portable Variable-Message Signs shall be in accordance with §729-16 *Portable Variable-Message Signs (PVMS)*. Truck Mounted Variable Message Signs (TMVMS) shall be in accordance with §729-22 *Truck Mounted Variable Message Signs.* When a TMVMS is used as an arrow board, it shall comply with 729-15 *Arrow Panels*.

619-2.11 Type III Construction Barricades. Type III construction barricades shall be fabricated in accordance with §729-08 *Type III Construction Barricades*. All barricades used at night shall be equipped with warning lights in accordance with §729-18 *Warning Lights*.

619-2.12 Temporary Positive Barrier. Temporary positive barrier segments shall be precast concrete units in accordance with the Standard Sheets or steel or concrete barrier meeting the approved Materials Details of the products on the Department's Approved List. All temporary positive barrier supplied after January 1, 2015, shall be produced in accordance with the requirements of §704-05 Precast Concrete Barrier and shall have a legible permanent marking. Temporary positive barrier supplied prior to January 1, 2015, which was not produced in accordance with the requirements of §704-05 Precast Concrete Barrier, shall be material certified in accordance with specific Standard Sheets or Materials Details used for fabrication.

Warning lights for temporary barrier shall be in accordance with §729-18 Warning Lights. Where warning lights are not required, temporary barrier segments shall be delineated using reflective panels covered with §730-05 Retro-Reflective Sign Sheeting NYSDOT Class A sheeting, approximately 3 x 6 inch, having a minimum area of 18 square inches. Where warning lights are required, barrier need not be delineated with panels. Reflective pavement marking material applied to the face of the barrier shall not, by itself, be considered acceptable delineation. Where transitions between Temporary Positive Barrier and box beam are required, the box beam shall be in accordance with the requirements of §710-21 Box Beam Guide Railing and Median Barrier. Where required, the Transition End Pieces shall be precast concrete units in accordance with the Standard Sheets and shall be produced in accordance with the requirements of §704-05 Precast Concrete Barrier with a legible permanent marking.

Where transitions between Temporary Concrete Barrier and Corrugated Beam are required, the corrugated beam shall be in accordance with the requirements of §710-20 *Corrugated Beam Guide Railing and Median Barrier*

619-2.13 Temporary Glare Screen. Temporary glare screen shall be in accordance with §729-17 *Temporary Glare Screens*.

619-2.14 Temporary Impact Attenuator. Temporary impact attenuators shall be in accordance with §729-10 *Temporary Impact Attenuators - Redirective* or §729-11 *Temporary Impact Attenuators - Gating.*

619-2.15 Temporary Sand Barrel Arrays. Temporary sand barrels shall meet the requirements of §729-13 *Temporary Sand Barrels*. Sand fill shall meet the material requirements of §703-06 *Cushion Sand* or §733-15 *Sand Backfill*. Deicing material shall meet the requirements of §712-03 *Sodium Chloride*.

619-2.16 Vehicle Arresting Barrier (VAB). Vehicle arresting barriers shall meet the requirements of §729-14 *Vehicle Arresting Systems*. Concrete used for bases shall be Performance Engineered Mixture

(PEM) Portland Cement Concrete that meets the appropriate mix design requirements specified in Table 2 of Materials Procedure (MP) 501-2 *Mix Design and Approval Procedure for Performance Engineered Mixtures – Structural Concrete.*

619-2.17 Maintain or Modify Traffic Signal Equipment. All traffic signal hardware, including but not limited to wire, cable, conduit, pull boxes, switch packs, modules and relays, detectors, signal heads, poles, and pedestrian push buttons used to maintain proper operation, shall meet the applicable requirements of §680 *Traffic Signals*. Materials which will be permanently incorporated into the work shall be in accordance with §680 *Traffic Signals*.

619-2.18 Temporary Traffic Signals. Equipment for temporary traffic signals shall meet the requirements of Section §680 *Traffic Signals*, except that used equipment in good operating condition may be furnished, and for which material certifications are not required. All span wire, inductance-loop wire, shielded lead-in cable, traffic signal cable, and other wire used for temporary traffic signals shall be new material. Portable traffic signals shall be in accordance with §729-20 *Portable Traffic Signals*.

All other equipment for temporary traffic signals shall meet the requirements of §680 *Traffic Signals* except for the following modifications:

A. Temporary Poles. Temporary timber poles shall be ANSI O5.1, Class 2, treated with an appropriate waterborne wood preservative. Preservative retention shall be appropriate for the species when used in ground-contact application.

B. Signal Controller. The signal controller may be either solid-state or electro- mechanical.

C. Traffic Signal Heads. The materials and painting requirements of §724-04 *Vehicular and Pedestrian Traffic Signal Heads* shall not apply except that the signal head housing shall be dark green.

D. Conflict Monitor. Means shall be provided to prevent the signal from displaying indications which will result in two or more conflicting traffic movements being permitted simultaneously.

619-2.19 Nighttime Operations. (None Specified)

619-2.20 Traffic Control Supervisor. (None Specified)

619-2.21 Temporary Structures and Approaches. When specific details and materials are shown in the contract documents for temporary structures and approaches, substitutions or alterations may be permitted if approved by Deputy Chief Engineer (Structures) (DCES).

When specific materials are not shown in the contract documents, the Contractor shall assume all liability and responsibility for certifying that all materials required to complete the work conform to the AASHTO Standard Specifications for Highway Bridges or NYSDOT Load and Resistance Factor Design (LRFD) Bridge Design Specifications or NYSDOT Standard Specification, Construction and Materials, unless otherwise approved by the DCES.

If the Contractor proposes to fabricate/construct the temporary structure with used materials, the Contractor shall include with his submittal for the temporary structure, documentation that all primary member material meets the physical properties required by the design. In the absence of record plans, or other valid material certification for the used materials, physical testing shall be performed. The type of physical testing and the results of the testing shall be documented and submitted with the design computations. Excluded from the documentation and testing of physical properties provision are proprietary structures.

Used material shall not be furnished for fracture-critical members. Mill certifications shall be provided for all fracture critical material. Excluded from these fracture-critical provisions are pedestrian and pre-engineered (fabricated) proprietary structures.

619-2.22 Pavement Patching.

619-2.22 A. Pavement Patching (Force Account). Asphalt mixture from an approved asphalt plant shall be used. When asphalt mixture from an asphalt plant is not available (i.e., asphalt plants are closed), a bituminous cold-patch material shall be used.

619-2.22 B. Pavement Patching (Tonnage). Asphalt mixture from an approved asphalt plant shall be used.

619-2.23 Mailboxes. Materials used shall meet the requirements of the U.S. Postal Service.

619-2.24. Portable Temporary Rumble Strips (PTRS). PTRS material shall consist of thermoset cast urethane, engineered polymers, or rubber materials and shall be manufactured for use at temperatures from 0 to 180°F. PTRSs shall be able to withstand vehicles up to 80,000 pounds with minimal dislocation or lateral movement. PTRSs shall be less than one inch in height and consist of a single segment or multiple interlocking sections. Each PTRS shall be capable of being installed without adhesives or bolts. The face of PTRS shall have a non-slip textured surface. PTRS shall be black in color.

619-3 CONSTRUCTION DETAILS

619-3.01 General. The Contractor shall designate a work zone traffic control competent person who has the primary responsibility and sufficient authority for implementing the work zone traffic control plan and other safety and mobility aspects as necessary. The Contractor's work zone traffic control competent person shall be appropriately experienced and adequately trained in traffic control operations by recognized training programs, including the American Traffic Safety Services Association (ATSSA) "Traffic Control Supervisor", the National Safety Council, unions, or construction industry associations, or by an individual instructor from such a program in accordance with the level of decisions that the individual will be required to make, reflecting current industry practices and Department requirements.

The Contractor shall generally maintain a traveled way suitable for moving traffic, in accordance with the contract documents and ensure construction equipment, vehicles, and materials are safely stored beyond the clear zone or behind protective barrier during non-working hours so as not to constitute a hazard to vehicles, bicycles and pedestrians. Construction operations shall be conducted to ensure a minimum of delay to traffic. Stopping traffic for more than 5 minutes shall not be permitted unless specifically authorized in the contract documents or in writing by the Engineer. All operations shall be carried out in a manner that provides workers with safe access to the worksite and protects workers, pedestrians, and bicyclists from moving traffic. If the work zone affects the movement of pedestrians, pedestrian access and walkways shall be provided. If the work zone affects an accessible and detectable pedestrian facility, the accessibility and detectability shall be maintained along the alternate pedestrian route. The work zone traffic control competent person shall routinely inspect all work zone traffic control equipment and devices to make sure they are in a safe operating condition in accordance with §619-3.02N *Contract Site Patrol*. Unless otherwise noted, temporary items supplied in accordance with this section shall remain the property of the Contractor.

Where pedestrians are not prohibited from the street or highway, pedestrian traffic shall be maintained to allow their safe passage as shown in the contract documents. Where sidewalks, walkways, or shoulders must be temporarily closed to facilitate construction operations, safe pedestrian passage shall be maintained on at least one side of the roadway at all times, unless other temporary pedestrian

accommodations are provided in the contract documents or are approved by the Engineer. Where pedestrian access is prohibited, workers shall not cross or enter travel lanes open to traffic.

The requirements in this section refer to posted speed limits. If prevailing or operating speeds for a highway exceed the preconstruction posted limits, the contract documents may direct the Contractor to assume that the preconstruction posted speed limits are different than posted.

619-3.02 Basic Work Zone Traffic Control. The Contractor shall control traffic so that a person who has no knowledge of conditions may safely and with a minimum of discomfort and inconvenience ride, drive, or walk, day or night, over all or any portion of the highway and/or structure under construction where traffic is to be maintained.

The Contractor shall cease operations and restore the traveled way to safe operating condition during any specific periods listed in the contract documents, at such times as traffic renders conditions unsafe to continue work, and during periods of darkness (before sunrise or after sunset), fog, snow or rain, high winds, or other inclement weather that renders conditions unsafe to continue work, for either the traveling public or the workers. The Engineer will determine when traffic or weather conditions render work operations unsafe.

A. Surface Condition, Debris, Drainage and Dust Control. The traveled way, sidewalks and pedestrian walkways shall be kept reasonably smooth and hard at all times, and shall be well drained and free of potholes, bumps, irregularities, and depressions that hold water. Except when construction operations necessitate disturbance of the normal surface, the Contractor shall maintain the pavement surface in such a condition as to permit the safe, comfortable passage of vehicles at the posted speed limit. A satisfactory riding surface shall be maintained both when work is underway, and when work is inactive. Special attention shall be given to maintenance of the traveled surface during hours of inactivity, including nights, weekends, holidays, and the winter season.

Milling operations shall be conducted to prevent pavement runoff from collecting along milled joints. Bumps and transverse irregularities shall be eliminated to the extent practical. Pavement joints and milling rebates resulting in longitudinal or transverse vertical faces exceeding 1 inch in height that would be exposed to traffic during non-work hours shall be sloped or tapered with temporary patches or shims providing a taper rate in accordance with Table 619-1 *Required Treatment for Transverse Bumps*.

Where longitudinal tapered wedge paving joints are used, temporary pavement markings shall be provided prior to reopening lanes to traffic. The joints may be left open to traffic provided traffic is not expected to frequently change lanes, and UNEVEN LANES (W8-11) signs are posted in advance of the condition, posted at each ramp and roadway intersection, and repeated every ½ mile, supplemented with NEXT [X] MILES (W7-3aP) auxiliary signs.

Transverse bumps or vertical faces, unpaved surfaces, milled or grooved pavement, rough pavement, and other surface irregularities 1 inch or more in height shall be adequately sloped or tapered, or BUMP (W8-1) or other appropriate warning signs shall be posted in advance of the condition. A Type 1 Object Marker (OM1-3) or a drum with a flashing warning light shall be installed on the right side of the roadway at the bump or other condition. On expressways and freeways, an object marker or a drum with a flashing warning light shall be installed on both sides of the roadway.

Where traffic will be riding on milled pavement, the Contractor shall install GROOVED PAVEMENT (W8-15) signs on the approaches. On multilane highways where only one lane in a direction is milled and multiple lanes are open to traffic, the Contractor shall supplement the GROOVED PAVEMENT sign with a black on orange LEFT LANE (M5-4), CENTER LANE

(M5-5) or RIGHT LANE (M5-6) panel below the warning sign. Where only an entrance or exit ramp is milled, the Contractor shall sign the mainline with a GROOVED PAVEMENT sign and a supplemental ON RAMP (W13-4) panel.

Where both BUMP and GROOVED PAVEMENT signs are warranted, the GROOVED PAVEMENT sign shall be installed 500 feet upstream of the BUMP sign in non-urban areas, and 300 feet upstream in urban areas. Where the posted speed limit is 45 mph or higher, the Contractor shallplace a portable variable message sign (PVMS) in advance of pavement that has been milled or grooved and is open to traffic, warning motorcycle riders to use caution. The PVMS will be paid for separately.

For expressways where the posted speed limit is 45 mph or higher, the Contractor shall not leave milled or grooved pavement for more than 7 calendar days before placement of the next pavement course.

The Contractor shall keep the traveled way, sidewalks, and walkways free of construction materials and foreign objects that fall from vehicles or equipment. Materials spilled by, dropped from, or tracked by traffic or by any vehicle used in the Contractor's operations along or across any public traveled way shall be removed immediately.

The Contractor shall keep all surface drainage facilities operative at all times. Positive drainage shall be provided at all times, even during grading operations and periods of accumulated plowed snow, to adequately drain the traveled way and the remainder of the right-of-way areas. Maintaining positive drainage shall include cleaning of drainage grates on roadway pavements. Cleaning of drainage structures and drainage pipes of material not deposited due to the Contractor's operations will be paid for separately. Repair of drainage structures will be paid for separately.

Dust control measures shall be applied to control dust resulting from traffic on unpaved surfaces and from Contractor operations on or adjacent to the roadway. Dust control shall be adequate to prevent dust which hinders driver visibility, or which creates a nuisance condition for property owners and residents adjacent to the contract. Dusty conditions resulting from the Contractor's operations may be corrected by the use of calcium chloride and/or water. If used, water shall be distributed uniformly using a suitable spray head or spray bar.

TABLE 619-1 REQUIRED TREATMENT FOR TRANSVERSE BUMPS

Height of Bump (in)	Anticipated Exposure Time (Calendar Days)	Posted Speed ≤ 45 mph	Posted Speed > 45 mph
1 to 6	≤ 7	6:1	10:1
	> 7	15:1	30:1

B. Seasonal Operations and Snow and Ice Control. The Contractor shall maintain the traveled way in such a condition and conduct operations in such a manner that snow, and ice may readily be controlled by others as and when necessary, and in such a manner that proper drainage is provided for the melting of snow banks resulting from normal plowing. The Contractor will not be responsible for snow and ice control on the pavement, shoulder, or sidewalks which are not restrictedby construction operations and open to the public

During periods of seasonal shutdown, the traveled way shall be maintained in an acceptable manner for travel, and all traffic control devices and safety features maintained in a safe, operable condition. All construction signs and temporary traffic control devices that are not needed during shutdown periods shall be covered or removed.

C. Maintain Public Access. The Contractor shall provide and maintain at all times safe and adequate ingress and egress for intersecting roads, residences, business establishments, adjacent properties, bus stops and other transportation facilities for vehicles, pedestrians, and bicycles; at existing or at new access points, consistent with the work, unless otherwise authorized by the Engineer. Whenever construction operations disrupt or interfere with normal traffic patterns, intersections, business establishment access points, and driveways shall be clearly marked using channelizing devices.

A ROAD CLOSED (R11-2) sign on a temporary sign support and Type III construction

barricades with warning lights shall be used whenever an entire roadway or ramp is closed to traffic

Where pedestrian facilities exist, or where pedestrian traffic is reasonably anticipated, the Contractor shall maintain pedestrian access on at least one side of the highway or street at all times, in accordance with the contract documents and the MUTCD. Where an existing pedestrian facility is disrupted, closed, or relocated, the temporary facility shall include accessibility features consistent with the features in the existing pedestrian facility. Pedestrian access may be provided using existing pedestrian facilities, temporary sidewalks or walkways, or alternate paths. Where a sidewalk is closed, it shall be marked with a Type III construction barricade and a SIDEWALK CLOSED (R9-9) sign. Advance warning signs and directional guidance shall be provided to direct pedestrians to alternate paths and crosswalks and to alert motorists. Where bus service is maintained, the Contractor shall provide suitable areas or locations for the loading and unloading of passengers.

Potentially hazardous areas adjacent to sidewalks, walkways, or other areas used by pedestrians shall be protected to prevent pedestrian intrusion in accordance with §107-05F. *Restricted Areas*.

Open sidewalks and walkways shall be maintained and kept smooth and free from holes, obstructions, and tripping hazards. Surfaces shall consist of pavement, firmly compacted granular material, or other surfaces noted in the contract documents or approved by the Engineer. The width of the temporary facility shall match that of the existing facility where practicable. When it is not possible to meet the minimum width of 5 ft. for the entire length of the facility, a 5 ft. by 5 ft. passing space should be provided every 200 ft. Construction materials, vehicles, equipment, debris, temporary sign supports, or other materials shall not be placed or stored on open sidewalks or walkways unless expressly shown in the contract documents or approved by the Engineer.

Where bicycles are not prohibited from the highway, adequate accommodations for bicyclists shall be maintained in the travel lanes, on the shoulder, or on alternate paths or facilities.

D. Maintain Existing Roadside Signs, Delineators and Markers. Existing Department authorized signs, delineators, markers, and their supports within the contract limits shall remain under the control and jurisdiction of the Engineer. Signs not authorized by the Department shall be removed from the right of way, as directed by the Engineer, in accordance with Section 647 *Removing, Storing and Relocating Signs*.

1. Maintenance. Existing signs, delineators, markers, and their supports shall be maintained by the Contractor. Adequate visibility of route markers and directional signing shall be provided for drivers at all times. If relocation of route markers and directional signing is necessary to accommodate construction operations, the temporary or new locations shall be subject to approval by the Engineer. Existing roadside delineators shall be removed or relocated only to the minimum extent necessary to accommodate the work under the contract. Where contract operations require the temporary removal of existing delineators to facilitate work operations, temporary roadside delineation consisting of the existing delineators, temporary delineators, or channelizing devices shall be in place each night and at any time work operations at that location are suspended. Temporary devices shall be placed at the outer edge of the shoulder at a spacing similar to the existing delineator spacing.

2. Storage. Existing signs, delineators, markers, and their supports which directly interfere with the construction operations shall be removed, stored, protected, cleaned, and replaced in accordance with the contract documents and the provisions of Section 647 *Removing, Storing and Relocating Signs* and will be paid for separately. Existing signs, delineators and markers removed for the Contractor's convenience shall be stored, cleaned, and replaced at no additional cost to the State. Existing signs, delineators and markers lost or damaged due to negligence of the Contractor shall be replaced at no additional cost to the State.

E. Maintain Existing Guide Rail, Median Barrier, and Bridge Rail. When construction operations require the temporary removal of existing bridge rail, guide rail or median barrier; or when existing rail will be removed and replaced with new rail, the Contractor shall schedule operations to minimize the time period that rail is not installed. Unless otherwise specified in the contract documents, guide rail or median barrier shall be replaced, or the location otherwise protected within 14 calendar days.

Bridge rail systems shall be maintained in service at all times on any structure on which vehicle or pedestrian traffic is maintained, unless a temporary barrier is installed, or other means are used to ensure that vehicles, bicyclists, and pedestrians are not exposed to the unprotected edge of a bridge.

During non-work hours when traffic is being maintained on the facility, all temporary ends (free ends) of guide rail, median barrier and bridge rail shall be temporarily terminated and marked with a channelizing drum or object marker equipped with a Type A flashing warning light. Corrugated beam guide rail and median barrier, and heavy-post, blocked-out, corrugated beam guide rail and median barrier shall be temporarily terminated by having the exposed ends (free ends) dropped to the ground and pinned. The approach ends of box beam guide rail, median barrier and bridge rail shall be temporarily terminated with box beam guide rail end assemblies utilizing two splice plates and the proper number of bolts per connection. No posts for anchorages will be required. Special temporary splice plates are required to adapt box beam guide rail end assemblies to box beam median barriers.

During any overnight period when existing guide rail or median barrier is temporarily removed, the Contractor shall install channelizing devices in the location where the guide rail or median barrier was removed in accordance with §619-3.02J.6. *Removed Existing Guide Rail or Median Barrier*.

F. Construction Vehicles and Equipment. All construction vehicles and equipment operating within the contract limits, whether in the work space, in the traffic space, in spoil areas, instorage areas, or any other areas under the contract, shall be operated at all times with due consideration for the safety of the public and workers.

All vehicles and equipment within the contract limits and on the roadway shall operate a rotating or flashing amber beacon. If visibility of the beacon is blocked by a portion of the vehicle or equipment, additional beacons shall be provided. Beacons shall be mounted in a manner which does not cause glare for the driver or operator. Short-term delivery vehicles not equipped with rotating or flashing amber beacon shall display four-way emergency flashers when in the temporary traffic control zone.

Other than vehicles registered and meeting all applicable requirements of the NYS Vehicle and Traffic Law, no construction vehicle or equipment used in the performance of the work shall be permitted to operate in travel lanes or shoulders open to traffic unless proper traffic control devices and other safety measures are in place to warn drivers of the presence of the equipment.

On any highway where the posted speed limit is 45 mph or higher, no construction vehicle or equipment shall operate in a travel lane or shoulder open to and unimpeded by traffic at a speed less than 15 mph slower than the posted speed limit unless followed by a vehicle equipped with flashing warning lights and *SLOW MOVING VEHICLE* (W21-4) sign on the rear.

The Contractor shall ensure that all construction vehicles and equipment are safely stored beyond the clear zone during non-working hours so as not to constitute a hazard to vehicles and pedestrians, unless protected by traffic barrier.

G. Protective Vehicles.

1. Barrier Vehicles (Stationary Operation). The Contractor shall provide barrier vehicles to guide traffic and protect workers at the beginning of stationary shoulder closures, lane closures and other stationary work zones in accordance with the contract documents. Barrier vehicles with or without Truck/Trailer Mounted Impact Attenuator (TMIA) shall be used in accordance with the requirements shown on Table 011-01 Protective Vehicle Requirements as shown on standard

sheet 619-011. The §619 Standard Sheets illustrate the minimum quantity and positioning of Barrier Vehicles required.

When located in the taper of a lane closure and another arrow panel is not present, arrow panels on barrier vehicles shall be operated in the appropriate flashing arrow mode. For all other applications, arrow panels shall display the four-corner flashing caution mode.

a. More Than One Hour Operation. Barrier vehicles used in a stationary operation that occupies a location for more than one hour **should be unoccupied**. The unoccupied vehicle shall be positioned parallel to traffic, parking brake set, placed in 2nd gear (Manual transmissions /engine off) or Park / Neutral (Automatic transmissions) and have the front wheels aligned with the lane striping and lane to maintain lane discipline and to stay in lane if struck.

b. One Hour or Less Operation. Barrier vehicles used in a stationary operation that occupies a location for one hour or less **shall be occupied**. For an occupied vehicle, the operator shall remain in the vehicle with the safety belt and headrest properly adjusted, parking brake set whenever possible, keep the wheels aligned with the lane striping and lane to maintain lane discipline and to stay in lane if struck.

c. Use of Protective Vehicle Light (PVL) as a Barrier Vehicle. The use of a Protective Vehicle Light (PVL) as a Barrier Vehicle(s) is limited to Non-freeway roadways where the posted speed limit is ≤ 40 mph.

d. Use of Protective Vehicle Heavy (PVH) as a Barrier Vehicle. The use of a Protective Vehicle Heavy (PVH) as a Barrier Vehicle(s) is appropriate on all roadway types. A Protective Vehicle Heavy (PVH) shall be used on roadways with a posted speed limit ≥ 45 mph.

Barrier vehicles shall be moved, if necessary, as the work progresses. The roll ahead distance (distance a vehicle is located in advance of the first workers or hazard) shall be based on Table 011-04 *Roll Ahead Distance for Protective Vehicles* as shown on Standard Sheet 619-011.

2. Shadow Vehicles (Moving Operation). For posted speed limits of ≥30 mph, the Contractor shall provide shadow vehicles to guide traffic and protect workers conducting moving work operations except where the travel lane is closed to traffic by traffic barriers or by channelizing devices in accordance with the contract documents or as directed by the Engineer. Shadow vehicles with or without Truck/Trailer Mounted Impact Attenuator (TMIA) shall be used in accordance with the requirements shown on Table 011-01 Protective Vehicle Requirements as shown on standard sheet 619-011. The §619 Standard Sheets illustrate the minimum quantity and positioning of Shadow Vehicles required.

When located in an open travel lane of a multi-lane roadway, the shadow vehicle shall display the flashing arrow panel in the appropriate mode. When located in a travel lane closed by barrier or channelizing devices, on a shoulder, otherwise not in an open travel lane, or on a two-lane, two-way roadway, the arrow panel shall display the four-corner flashing caution mode.

Shadow vehicles shall be occupied for the entire duration of the work. For an occupied vehicle, the operator shall remain in the vehicle with the safety belt and headrest properly adjusted and keep the wheels aligned with the lane striping. The parking brake shall be applied wherever possible.

The shadow vehicle shall be moved as necessary to keep pace with the work operations. The roll ahead distance (distance the vehicle is in advance of the first workers or hazard) shall be

based on Table 011-04 *Roll Ahead Distance for Protective Vehicles* as shown on Standard Sheet 619-011.

When mobile or short duration work operations occupy a long distance of a travel lane not closed to traffic by barrier or channelizing devices, such that traffic may reenter the lane between work operations, the Contractor shall provide additional shadow vehicles for any gaps in the operation of ≥ 500 ft .

a. Use of Protective Vehicle Light (PVL) as a Shadow Vehicle. The use of a Protective Vehicle Light (PVL) as a Shadow Vehicle is limited to Non-freeway roadways where the posted speed limit is ≤ 40 mph unless otherwise authorized by the engineer. A Protective Vehicle Light (PVL) shall be equipped with an appropriately rated Truck / Trailer Mounted Impact Attenuator pursuant to Table 011-01: Protective Vehicle Requirements of Standard Sheet 619-011.

b. Use of Protective Vehicle Heavy (PVH) as a Shadow Vehicle. The use of a Protective Vehicle Heavy (PVH) as a Shadow Vehicle is appropriate on all roadway types. A Protective Vehicle Heavy (PVH) shall be used on roadways with a posted speed limit ≥ 45 mph.

3. Advance Warning Vehicles (Moving or Stationary Operation). The purpose of the Advance Warning Vehicle is to display sign messages which advise motorists of what to expect ahead in Incident Management, Mobile and Short Duration operations. Advance Warning Vehicles with or without Truck/Trailer Mounted Impact Attenuator (TMIA) shall be used in accordance with the requirements shown on Table 011-01 Protective Vehicle Requirements as shown on standard sheet 619-011.The §619 Standard Sheets illustrate the minimum quantity and positioning of Advance Warning Vehicles required. If the vehicle encroaches the travel lane and reduces the traffic space below 10 feet on Non-freeway roads or 11 feet on Freeways it shall be equipped with a TMIA accordingly.

a. More Than One Hour Operation. Advance Warning Vehicles used in a stationary operation that occupies a location for more than one hour **should be unoccupied**. Unoccupied vehicle shall be positioned parallel to traffic, parking brake set, placed in 2nd gear (Manual transmissions /engine off) or Park / Neutral (Automatic transmissions) and have the front wheels aligned with the lane striping and lane to maintain lane discipline and to stay in lane if struck.

b. One Hour or Less Operation. Advance Warning Vehicles used in a stationary operation that occupies a location for one hour or less **shall be occupied**. For an occupied vehicle, the operator shall remain in the vehicle with the safety belt and headrest properly adjusted, parking brake set whenever possible, keep the wheels aligned with the lane striping and lane to maintain lane discipline and to stay in lane if struck.

c. Use of Protective Vehicle Light (PVL) as an Advance Warning Vehicle. The use of a Protective Vehicle Light (PVL) as an Advance Warning Vehicle is limited to Non-Freeway roadways where the posted speed limit is ≤ 40 mph. A Protective Vehicle Light (PVL) equipped with an appropriately rated Truck / Trailer Mounted Impact Attenuator may be used as an Advance Warning Vehicle on other roadway types where it is necessary for the Advance Warning Vehicle to remain completely on the shoulder.

d. Use of Protective Vehicle Heavy (PVH) as an Advance Warning Vehicle. The use of a Protective Vehicle Heavy (PVH) as an Advance Warning Vehicle is appropriate on all

roadway types. A Protective Vehicle Heavy (PVH) shall be used on roadways with a posted speed limit ≥ 45 mph.

H. Construction Signs. The Contractor shall install and maintain construction signs in good condition to adequately and safely inform and direct motorists, bicyclists, and pedestrians. Existing and construction signs shall indicate actual roadway conditions, and shall be covered, uncovered, changed, relocated, or removed immediately to reflect current conditions. Construction signs shall be covered or removed when they no longer indicate actual conditions.

The Contractor shall provide measures to protect workers during placement and removal of construction signs adequate for the prevailing speed, volume of traffic and roadway geometry where the work is to occur. Such protection may include, but is not limited to, the use of flaggers, spotters, and shadow vehicles equipped with truck-mounted or trailer mounted attenuators. Where pedestrian access is prohibited, workers shall not cross or enter travel lanes open to traffic.

All signs shall be kept clean, mounted at the required height on acceptable supports, and installed in the proper position, alignment, and orientation so as to give maximum visibility. Construction signs will be evaluated for acceptability in accordance with the American Traffic Safety Services Association (ATSSA) *Quality Guidelines for Work Zone Traffic Control Devices*. When auxiliary panels are mounted above or below a warning or regulatory sign, they shall not cover any part of the warning or regulatory sign. Signs shall be placed so that each sign is visible at night, at the desired distance, without being obscured by another sign, existing features on the highway, or foliage. The faces of stored signs shall not be visible to traffic in any direction, regardless of the orientation of the sign.

1. Sign Panels. Panels shall be flat and shall not be bowed or warped. Panel shapes shall not be altered, such as trimming corners of diamond shaped panels. If insufficient clearance exists, rectangular and/or smaller signs shall be used to obtain proper clearance. Panels with any wrinkling, delamination, or lack of adhesion of the reflective sheeting or legend will be evaluated for acceptability in accordance with the American Traffic Safety Services Association (ATSSA) *Quality Guidelines for Work Zone Traffic Control Devices.* Signs shall not bear any advertising message or any other message. A nonretroreflective logo or identifying information of the owner may be located on the back of the sign. The logo shall not exceed 1 square foot. The owner information shall not exceed 2 inches in height.

Flexible, or roll-up, sign panels shall only be used for short-term, daytime use. All flexible sign panels shall be mounted on supports with adequate bracing, so as to minimize flutterand to support the intended shape of the sign. Fluorescent-orange colored flexible sign panels shall be approved by the Engineer prior to and for the duration of their use.

2. Mounting Temporary Signs. Unless otherwise noted in the contract documents or in the MUTCD, construction signs shall be mounted on a separate support. In cases where construction signs on an existing support will replace or supplement existing sign(s), they shall be mounted in accordance with the Standard Sheet(s). The type of temporary sign supports used shall be selected by the Contractor. Signs that are erected and removed or relocated on a daily basis, or that must be frequently relocated to adjust to the location of construction operations, may be mounted on portable temporary sign supports. If rigid diagonal bracing is used, the high end of the bracing shall face away from approaching traffic. Signs that are to remain at one location may be supported on fixed temporary sign supports.

Supports for construction signs shielded by barrier or guide rail and located beyond the deflection distance described in Table 619-5 *Guide Rail and Temporary Positive Barrier Standard Deflection Distances* are not required to be NCHRP 350 approved.

When not in service, temporary signs mounted on portable temporary sign supports shall be stored in such a manner and location that they do not interfere with or present a hazard to

vehicular, bicycle or pedestrian traffic. No signs or supports shall be stored on the traveled way, shoulders, or sidewalks during non-working hours. Portable temporary sign supports stored withinthe clear zone shall be laid flat such that no part of the support is more than 4 inches above the ground. No portable temporary sign supports shall be leaned against or overhang the traffic side of traffic barrier.

All mounting heights are measured from the bottom of the lower sign panel to the nearest edge of pavement or to the ground directly below the sign, whichever results in a higher mounting. Rigid sign panels shall have a minimum mounting height of 5 feet, or a minimum mounting height of 7 feet, where pedestrians or parked vehicles are present. For signs incorporating an auxiliary panel below the primary panel, the minimum mounting heights shall be 4 feet and 6 feet, respectively. For pedestrian, regulatory, and guide signs the minimum mounting height shall be 4 feet.

Flexible panel and lightweight rigid panel signs shall be mounted at the same height as rigid panel signs, except they may be mounted, when approved by the Engineer, as low as 1 foot when all the following conditions are met:

a. (1) On two-lane, two-way roadways, or;

(2) When signs are placed on the left and right sides of expressways and freeways.

b. Where there will be no parked vehicles to obstruct the view.

c. Where the first warning sign(s) of a work zone warning sign sequence is mounted at aheight of 5 feet or higher and is located in advance of any flexible signs to alert motoristsstha they are entering a temporary traffic control zone.

d. When the lower mounting height does not adversely affect visibility of the sign bymotorists.

3. Sign Covers. Covers for unneeded construction and/or permanent signs shall be attached in such a manner to cover the entire sign face including auxiliary panels above or below the main sign panel. The cover shall be firmly attached to the sign in a secure manner using straps, small hand clamps, small brackets, or other means to prevent dislodging. Sign covers shall be maintained in good condition to present a neat appearance and minimize distraction to motorists. Damaged covers which are no longer effective shall be promptly replaced.

Sign covers for permanent signs that are unrelated to work zone traffic control operationswill be paid for separately.

4. State Law Signs. Signs advising motorists of increased fines or license suspension for speeding within the work zone shall be installed in accordance with the contract documents. The LICENSE SUSPENDED AFTER TWO WORK ZONE SPEEDING TICKETS (NYR9-11) or theFINES DOUBLED FOR SPEEDING IN WORK ZONES (NYR9-12) sign shall be posted in advance of work zones not having a reduced regulatory speed limit for long term operations. For intermediate term operations, the NYR9-11 or NYR9-12 sign is recommended in advance of a work zone not having a reduced regulatory speed. The FINES DOUBLED FOR SPEEDING IN WORK ZONES (NYR9-12) sign shall be posted in advance of work zones having a reduced regulatory speed limit regardless of the work duration.

The state law sign shall be installed approximately 1,000 feet upstream of the first construction warning sign on highways with preconstruction posted speed limits equal to or greater than 45 mph and 300-500 feet upstream of the first construction warning sign on highways with preconstruction posted speed limits of less than 45 mph. For contracts with

multiple work zones, the state law sign shall be installed at the aforementioned distances upstream of the ROAD WORK NEXT XX MILES (G20-1) sign or at the contract limits and need not be installed prior to each activity area. If any of the individual activity areas have a reduced regulatory speed limit, the FINES DOUBLED FOR SPEEDING IN WORK ZONES (NYR9-12) shall be used.

5. Special Use Work Zone Signs. Special use work zone signs shall be installed inaccordance with the contract documents.

Reduced regulatory speed limits in work zones shall be posted in accordance with contract documents with SPEED LIMIT signs (R2-1) supplemented with WORK ZONE plaques (G20-5aP) of the same width mounted above the speed limit signs. The work zone plaques shall be placed on the same post as the speed limit signs. REDUCED SPEED LIMIT AHEAD sign(s) (W3-5) shall be posted in advance of the first speed limit sign reducing the speed limit in awork zone.

All reduced regulatory speed limit signs shall be installed on both sides of expressways and freeways. When traffic is reduced to a single lane, reduced regulatory speed limit signs should be installed only on the right side of the highway. Reduced regulatory speed limit signs shall be placed within the work zone activity area at a maximum spacing of ½ mile. Reduced regulatory speed limit signs shall be completely covered or removed, and preconstruction posted speed limit signs shall be uncovered or replaced, after a work zone activity area is restored. A work zone plaque shall not be mounted above preconstruction posted speed limit signs within a work zone.

The END WORK ZONE SPEED LIMIT signs (R2-12) or the preconstruction posted speed limit sign (R2-1) shall be posted 100 ft beyond the end of a work zone activity area having a reduced regulatory speed limit. An END HIGHER FINES sign (R2-11) shall be placed 200 feet beyond the END WORK ZONE SPEED LIMIT sign. If the regulatory speed is maintained throughout the work activity area, an END ROAD WORK (G20-2) sign shall be placed a minimum of 80’ and a maximum of 400’ past the end of the downstream taper.

For short, intermediate, and long term operations, and where shown in the contract documents, the Contractor shall install BE PREPARED TO STOP (W3-4) signs to inform oncoming traffic of potential stopped, queued or very slow conditions. Each BE PREPARED TO STOP sign shall be mounted on a temporary sign support. For approaches on expressways and freeways with three lanes or more, both sides of the approach shall be signed unless the median is too narrow to fit the sign and the support.

When used for a short or intermediate term operation, the BE PREPARED TO STOP (W3-4) sign shall be placed halfway between the first two advance warning signs. A PVMS maybe used to supplement but not replace the required sign.

For long term operations, the BE PREPARED TO STOP signs shall be posted approximately ½ mile in advance of the anticipated end of the queue. If the end of the queue is beyond the sign, the sign location shall be adjusted for the subsequent work day until the desired advance warning reflects typical conditions for that location. If the resulting adjustment places thesign in advance of the first warning sign, the Contractor shall also furnish and place a ROAD WORK (W20-1) sign approximately 1,000 feet in advance of the BE PREPARED TO STOP signs.

XX miles is the total expected length of work to be completed within a work day. A supplement distance plaque W7-3a NEXT XX MILES shall be used with the first advance warning sign when the distance between the advance warning signs and the work area becomes greater than 2 miles as a result of the following situations:

a. Multiple work locations are anticipated within XX miles from the first advancewarning sign.

b. Work area is expected to be relocated during the duration of the work within XX miles from the first advance warning sign.

The supplement W7-3a sign shall indicate the maximum anticipated distance between the first advance warning sign and the farthest work location.

When multiple work locations exist within XX miles from the first advance warning sign, a G20-1 sign shall be placed every two miles indicating the distance to the farthest work location.

I. Arrow Panels. The Contractor shall provide, operate, and maintain arrow panels, also known as arrow boards, on highways having two or more travel lanes in the same direction, where the posted speed limit is 40 mph or higher, whenever a lane or lanes are closed to traffic and vehicles are required to merge with traffic in adjacent lanes. One arrow panel shall be provided for each lane closed to traffic regardless of the duration. Arrow panels shall be mounted so that the base of the panel is at least 7 feet above the pavement surface. Arrow panels shall be legible continuously from any point within the roadway (inclusive of shoulders) from 1,500 feet in advance of the lane closure taper to the beginning of the lane closure taper. Any arrow panel which cannot provide a sufficiently bright and clearly legible arrow display at any point within the roadway within the above distance shall be immediately repaired or replaced.

Arrow panels shall not be used where they would interfere with the operation of a traffic signal or flasher or where there is an operation controlled by a signal or flagger(s). Arrow panels will not be permitted for alignment changes or lane diversions where the number of through traffic lanes is not reduced, or for any application on two-lane, two-way roadways except in the caution mode.

J. Channelizing Devices. Where construction operations obliterate pavement markings, or otherwise change or disrupt the normal traffic pattern, the Contractor shall use channelizing devices to physically separate traffic from portions of the roadway not available for travel; to separate traffic from hazards adjacent to the roadway; to separate opposing or adjacent travel lanes; to mark the location of hazards within or adjacent to the roadway; and to clearly define the intended travel path for vehicles, bicycles, and pedestrians. Spacing of devices shall be sufficiently close at all times to provide clear and adequate guidance to ensure that vehicles, bicycles, and pedestrians follow the intended travel path. Channelizing device spacing requirements are stated in center-to-center distances.

Channelizing devices shall be maintained upright, at proper spacing, in proper alignment and orientation, and kept clean. Channelizing devices used at night shall be retroreflective. Channelizing devices shall not bear any advertising or other message. A non-retroreflective logo or identifying information of the owner may be located on the back, base or top of channelizing devices where it does not obstruct the face, color, or reflectivity. The logo shall not exceed 1 square foot. The owner information shall not exceed 2 inches in height. The Contractor shall make frequent checks commensurate with traffic conditions to identify and reset channelizing devices dislodged by traffic. Deformed or damaged devices and devices that do not maintain appearance, color, and reflectivity will be evaluated for acceptability in accordance with the American Traffic Safety Services Association (ATSSA) *Quality Guidelines for Work Zone Traffic Control Devices*. Ballast and/or mailboxes shall not be placed on top of a device or at any point above ground level. Ballast rings may be added to traffic cones, or traffic cones may be doubled, with one cone on top of the other, to serve as ballast.

One Type A flashing warning light shall be installed on the first channelizing device in each series of a nightwork shoulder or travel lane closure. One Type A flashing warning light shall be installed on channelizing devices used to mark the location of hazards in or adjacent to the travel lane, including, but not limited to, pavement discontinuities, drainage structures, excavations, fixed objects, and other obstructions and potential hazards remaining at the end of the work shift. Where the placement of numerous Type A flashing warning lights may present a distraction to motorists,

flashing warning lights may be eliminated at intermediate locations such as driveway entrances or intersections.

Cones may be used in work zones where workers are not exposed to traffic, where the cones are placed to protect the work, and the placement does not create a hazard for traffic. In this application, cones are not considered channelizing devices.

Channelizing device application is summarized in Table 619-2A *Channelizing Device Application for Short-Term Stationary Work Zones* and Table 619-2B *Channelizing Device Application for Intermediate-Term and Long-Term Stationary Work Zones*. Where permitted, the Contractor may opt to substitute interim tubular markers or Type III construction barricades for other channelizing devices at no additional cost to the State.

1. Tapers. Tapers are defined as a transition area where motorists are redirected out of their normal path to a new path, including the tapered portion of lane closures, lane shifts, transitions, crossovers, ramps, intersections, or interchanges. The Contractor shall use drums or oversized vertical panels to delineate tapers. The Contractor may also use standard cones, tall cones, extra tall cones, and vertical panels for short term work zones during daylight hours only. At stationary work zones where workers are exposed to traffic and the posted speed limit is 40 mph or more, the spacing between channelizing devices shall not exceed 40 feet. Where the posted speed limit is less than 40 mph, the spacing between channelizing devices shall not exceed 20 feet.

2. Traveled Way (Including Lane and Shoulder Closures). The Contractor shall use drums, tall cones, extra tall cones, vertical panels, or oversized vertical panels to delineate the traveled way. The Contractor may also use standard cones and vertical panels for short term work zones during daylight hours only. At stationary work zones, where no workers are exposed to traffic or no workers are present, the spacing between channelizing devices shall not exceed 80 feet. At stationary work zones, where workers are exposed to traffic, the spacing between channelizing devices shall not exceed 40 feet. Where necessary to permit ingress or egress by construction vehicles, wider gaps may be provided between channelizing devices, not to exceed the deletion of every fifth device.

At expressway gores, the Contractor shall use drums, tall cones, extra tall cones, or oversized vertical panels. The Contractor may also use standard cones and vertical panels for short term work zones (during daylight hours) only. The Contractor may opt to substitute Type III construction barricades except in locations where they restrict driver vision. The spacing between channelizing devices shall not exceed 20 feet.

At transverse bumps and other hazards on roadways where the posted speed limit is 40 mph or less, the Contractor shall use drums, extra tall cones, or oversized vertical panels.

Along lane or shoulder closures, where traffic will be traveling adjacent to the closures, two channelizing devices consisting of tall cones, extra tall cones, drums, vertical panels, or oversized vertical panels shall be placed transversely across each closed lane and shoulder at maximum 800 feet intervals except in locations where it would interfere with milling, paving or other ongoing work, to discourage traffic from driving through the closed lane. The Contractor may also use standard cones for short term work zones (during daytime hours) only. The Contractor may opt to substitute one Type III construction barricade for two transverse devices. These transverse devices may be relocated or adjusted as necessary to permit passage of construction vehicles.

3. Roadway or Pavement Edge. The Contractor shall use drums, tall cones, extra tall cones, vertical panels, or oversized vertical panels where the work introduces or exposes hazards within the roadway or at the outside edge of the roadway, and pavement edge markings or permanent delineators are not installed. The Contractor may opt to substitute Type III construction barricades. The spacing between

channelizing devices shall not exceed 200 feet. If barrier is within 4 feet of the nearest travel lane, barrier delineation at a spacing not exceed 20 feet may be provided in place of channelizing devices.

4. Roadway Intersections and Commercial Driveway Radii. The Contractor shall use drums, or extra tall cones to delineate roadway intersections and commercial driveways. The Contractor may also use standard cones, tall cones, and temporary tubular markers for short term work zones during daylight hours only. The spacing between channelizing devices shall not exceed 6 feet. Reduced spacing near roadway intersections and commercial driveways may be necessary to provide clear guidance. Vertical panels oversized vertical panels, and Type III barricades shall not be used.

A non-signalized intersecting roadway shall be delineated by a new series of channelizing devices, and the series will start with one drum equipped with a Type A flashing warning light, placed along the primary roadway after the intersection.

5. Residential Driveway Radii. The Contractor shall use drums, or extra tall cones to delineate residential driveways. The Contractor may also use standard cones, tall cones, and temporary tubular markers for short term work zones during daylight hours only. The spacing between channelizing devices shall not exceed 6 feet. Reduced spacing near residential driveways may be necessary to provide clear guidance. Vertical panels oversized vertical panels, and Type III barricades shall not be used.

6. Removed Existing Guide Rail or Median Barrier. The Contractor shall use drums, tall cones, extra tall cones, temporary tubular markers, vertical panels, oversized vertical panels, Type III construction barricades to delineate the edge of the shoulder or median in locations where guide rail or median barrier was removed. The spacing between channelizing devices shall not exceed 80 feet where the shoulder width is 4 feet or greater and shall not exceed 40 feet where the shoulder width is less than 4 feet. A minimum of three devices shall be provided for each individual run of guide rail or median barrier that has been removed.

7. Placing, Maintaining and Removing Channelizing Devices. The Contractor shall take all necessary precautions to protect the public and workers during the placement, maintenance, and removal of channelizing devices. Warning signs shall be in place in advance of and prior to the start of channelizing device placement and shall remain in place until after the channelizing devices have been removed.

Channelizing devices shall be set up and removed by properly trained worker(s). The Contractor shall protect workers during placement and removal of channelizing devices, using measures adequate for the prevailing speed, volume of traffic and roadway geometry where the work is to occur. Protection shall include the use of automatic devices or from protected areas of a vehicle where practicable. Such protection may include, but is not limited to, the use of cone-setting equipment, cone baskets mounted on work vehicles, flaggers, spotters, and shadow vehicles equipped with impact attenuators. Workers placing or removing traffic control channelizing devices onto/from the roadway from the back or side of a moving vehicle shall be protected by a fall restraint system consisting of side racks, harness, and lanyard and/or cone basket so that a worker cannot fall off the vehicle and strike the pavement. Workers shall be seated in seats having seatbelts on moving work vehicles when not in the process of placing or removing channelizing devices.

A shadow vehicle shall protect the channelizing device placement or removal operation on multi-lane highways, or a vehicle with a side or front cone basket shall meet the requirements of a shadow vehicle. Vehicles with front mounted cone baskets shall be used only on expressways and freeways traveling in the same direction as traffic.

TABLE 619-2A CHANNELIZING DEVICE APPLICATION FOR SHORT-TERM STATIONARY WORK ZONES

Work Zone Provisions Short-Term Stationary Work Zones involve daytime work that occupies a location for more than one hour and up to a single daylight period		**Maximum Device Spacing (center to center)**	**MUTCD compliant Channelizing Device**								
			Drums	**Standard Cones**	**Tall Cones**	**Extra Tall Cones**	**Temporary Tubular [illegible]**	**Interim Tubular Markers**	**Vertical Panels**	**Oversized Vertical Panels**	**Type III Barricades**
Shoulder/Merging/Shifting Tapers	< 40 mph	20 ft.	X	X	X	X			X	X	
	≥ 40 mph	40 ft.	X	X	X	X			X	X	
One-Lane Taper for Alternating Two-Way Traffic		20 ft.	X	X	X	X			X	X	
Longitudinal Lane or Shoulder Closure w/Workers		40 ft.	X	X	X	X			X	X	
Longitudinal Lane or Shoulder Closure w/No Workers		80 ft.	X	X	X	X			X	X	
Freeway / Expressway Gores		20 ft.	X	X	X	X			X	X	O
Marking for Transverse Bumps [1]		N/A	X[2]			X[2]				X[2]	
Transverse Device within Closed Traffic Lane and/or		800 ft	X	X	X	X			X	X	O
Roadway edge exposed with no Edgeline or Permanent Delineators		200 ft.	X		X	X			X	X	O
Roadway Intersection or Commercial Driveway Radii		6 ft.	X	X	X	X	X				
Residential Driveway Radii		6 ft	X	X	X	X	X				
Removal of existing guide rail	Shoulder width ≥ 4 ft.	80 ft.	X		X	X	X		X	X	O
	Shoulder width < 4 ft.	40 ft.									
Pavement Drop offs > 2 in. and < 24 in.		**See Table 619-3**									
Drop off ≥ 24 in. within 10 ft. of active travel way; Posted speed ≤ 45 mph; Drop off Length ≤ 100 ft.; Not to last longer than 1 work shift		20 ft.	X			X				X	
Closed Roads		N/A									X
Closed Sidewalks		N/A									X

NOTES: X = Allowed Blank = Not Allowed O = Optional at Contractor's expense1 - A Type 1 Object Marker may be used in lieu of channelizing device
2 - Channelizing devices shall be equipped with a flashing warning light

TABLE 619-2B CHANNELIZING DEVICE APPLICATION FOR INTERMEDIATE-TERM AND LONG-TERM STATIONARY WORK ZONES

Work Zone Provisions Intermediate-term and Long-Term Stationary Work Zones involve work that occupies a location for more than 1 daylight period or nighttime work that occupies a location for more than 1 hour		**Maximum Device Spacing (center to center)**	**MUTCD compliant Channelizing Device**								
			Drums	**Standard Cones**	**Tall Cones**	**Extra Tall Cones**	**Temporary Tubular [illegible]**	**Interim Tubular Markers**	**Vertical Panels**	**Oversized Vertical Panels**	**Type III Barricades**
Shoulder/Merging/Shifting Tapers	<40 mph	20 ft.	X							X	
	≥ 40 mph	40 ft.	X							X	
One-Lane Taper for Alternating Two-Way Traffic		20 ft.	X							X	
Longitudinal Lane or Shoulder Closure w/Workers		40 ft.	X		X	X				X	
Longitudinal Lane or Shoulder Closure w/No Workers		80 ft.	X		X	X				X	
Freeway / Expressway Gores		20 ft.	X		X	X				X	O
Marking for Transverse Bumps [1]		N/A	X[2]			X[2]				X[2]	
Transverse Device within Closed Traffic Lane and/or		800	X		X	X			X	X	O
Roadway edge exposed with no Edgeline or Permanent Delineators		200 ft.	X		X	X			X	X	O
Roadway Intersection or Commercial Driveway Radii		6 ft.	X			X					
Residential Driveway Radii		6 ft.	X			X					
Removal of existing guide rail	shoulder width ≥ 4	80 ft.	X		X	X	X		X	X	O
	shoulder width < 4	40 ft.									
Pavement Drop offs > 2 in. and < 24 in.		**See Table 619-3**									
Drop off ≥ 24 in. within 10 ft. of active travel way; Posted speed ≤45 mph; Drop off Length ≤ 100 ft.; Not to last longer than 1 work shift		20 ft.	X			X				X	
Two-Lane Two-Way Operations on expressways and freeways at	along curves	20 ft.	X							X	O
	along tangents	40 ft.									
Two-Lane Two-Way Operations on expressways and freeways between Crossovers		40 ft.	X		X	X		X	X	X	
Closed Roads		N/A									X
Closed Sidewalks		N/A									X

NOTES: X = Allowed Blank = Not Allowed O = Optional at Contractor's expense1 - A Type 1 Object Marker may be used in lieu of channelizing device.
2 - Channelizing devices shall be equipped with a flashing warning light.

K. Pavement Edge Drop-Off Protection. A drop-off is an abrupt difference in surface elevation of more than 2 inches at approximately 1V:3H or steeper. In the absence of adequate Traffic Control Plans in the contract documents, the Contractor shall submit alternate Traffic Control Plans to the Engineer for approval at least 30 calendar days prior to proposed work which will create a drop-off of over 24 inches within 10 feet from the edge of the traveled way for durations longer than one shift.

The Contractor shall provide pavement edge drop-off protection in accordance with Table 619-3 Pavement Edge Drop-Off Protection. Channelizing devices used to mark drop-offs shall be placed, as practicable, to not reduce the available travel lane width, at the elevation of the open travel lane in order to provide maximum target value and visibility for motorists.

A drop-off of greater than 24 inches within 10 feet from the edge of the traveled way to remain at the end of the work shift shall be separated from traffic with temporary or permanent barrier. For posted speed limit of 45 mph and less, a drop-off of greater than 24 inches within 10 feet from the edge of the traveled way that is 100 feet or less in length will be allowed with channelizing devices consisting of drums, extra tall cones, or oversized vertical panels only at a maximum spacing of 20 feet for short durations not to exceed one work shift.

Unless otherwise noted in the contract documents, the Contractor shall begin work to eliminate unprotected drop-offs created by contract work within 7 calendar days of the completion of the work creating the drop-off. Work shall continue in a timely manner until such time as the unprotected drop-off condition is eliminated.

Where pavement edge lines are not provided, channelizing devices shall be preceded by a NO SHOULDER (W8-23) sign, repeated at all ramps and roadway intersections. Signs shall be repeated every ½ mile and supplemented with a NEXT [X] MILES (W7-3aP) plaque where applicable.

Where pavement edge lines are provided, channelizing devices shall be preceded by SHOULDER DROP-OFF (W8-17) signs, repeated at all ramps and roadway intersections. Signing shall be repeated every ½ mile and supplemented with NEXT [X] MILES (W7-3aP) plaque where applicable.

TABLE 619-3 PAVEMENT EDGE DROP-OFF PROTECTION

Drop-Off Height	Edge Line Pavement Markings	Drum Spacing (feet)	Vertical Panel Spacing (feet)	Tubular Marker Spacing (feet)	Tall Cone Spacing (feet)	Signs
DROP-OFF AT OR WITHIN SHOULDER AREA						
Within 4 ft. from Travel Lane						
2 – 6 in.	Yes	100	100	N/A	N/A	Shoulder Drop-off
	No	40	40	N/A	N/A	No Shoulder
6 - 24 in.	Yes	40	40	N/A	N/A	Shoulder Drop-off
	No	20	20	N/A	N/A	No Shoulder
More than 4 ft. from Travel Lane						
2 – 6 in.	Yes	200	200	100	100	Shoulder Drop-off
	No	100	100	40	40	No Shoulder

6 - 24 in.	Yes	40	40	N/A	N/A	Shoulder Drop-off
	No	40	40	N/A	N/A	No Shoulder
DROP-OFF OUTSIDE OF SHOULDER EDGE						
Shoulder width ≤ 4 ft.						
2 – 6 in.	Yes	100	100	N/A	N/A	Shoulder Drop-off
	No	100	100	N/A	N/A	No Shoulder
6 - 24 in.	Yes	40	40	N/A	N/A	Shoulder Drop-off
	No	40	40	N/A	N/A	No Shoulder
Shoulder width > 4 ft.						
2 – 6 in.	Yes	200	200	100	100	Shoulder Drop-off
	No	100	100	40	40	No Shoulder
6 - 24 in.	Yes	100	100	40	40	Shoulder Drop-off
	No	40	40	N/A	N/A	No Shoulder

L. Flagging and Traffic Control. The Contractor shall provide an adequate number of competent flaggers to control traffic when it is necessary to maintain alternating one-way traffic in one lane of a two-lane, two-way roadway, and at all other locations where construction operations, construction vehicles and equipment, and temporary traffic patterns related to the construction operations require positive temporary traffic control for safe, efficient traffic operations. These locations include, but are not limited to, locations where construction traffic enters, exits, or crosses open traffic lanes, locations of temporary stoppage of traffic for work operations, rail crossings, locations requiring slowing of traffic adjacent to work operations, on-ramps with restricted site distance, pedestrian crossings, intersections, and other locations where traffic needs to be alerted to unexpected conditions ahead.

Multiple lane approaches shall be reduced to a single lane prior to a flagger station. Automated flagger assistance devices (AFAD), portable traffic signals, and temporary traffic signals used to control traffic at the Contractor's option in lieu of flaggers shall be at no additional expense to the State.

1. Flagger Training. All flaggers shall be adequately trained in flagging operations by recognized training programs, including the American Traffic Safety Services Association, the National Safety Council, unions, or construction industry associations, or by an individual who holds a current certification as a flagger training instructor from such a program. Prior to the start of flagging operations, the Contractor shall provide to the Engineer a list of certified flaggers to be used in the operation, identifying the source of flagger training for each individual. When requested by the Engineer, flaggers shall demonstrate their competency in flagging procedures. Flaggers not competent in flagging procedures shall be retrained or replaced at once.

2. Flagger Equipment. Flaggers shall wear orange protective helmets and traffic control apparel in accordance with ' § 107-05A. High Visibility Apparel. Flaggers shall be appropriately dressed, including apparel that covers the legs, torso, and arms with sleeves a minimum of 4 inches long and appropriate footwear. Immodest or sloppy dress will not be permitted. Flaggers shall be

equipped with an emergency air horn to alert workers of errant vehicles or other dangerous situations. Where flaggers are not within sight of each other, each flagger shall be equipped with a communication device, such as portable phone or two-way radio. The communication device shall only be used to communicate with other flaggers, other workers, or supervisor(s) regarding the flagging operations. Where the distance between flaggers is more than ½ mile or where shown in the contract documents, the Contractor shall use pilot cars to lead lines of vehicles through the work zone.

The standard signaling device for flagging operations, where one or more flaggers are controlling a single stream of traffic or two alternating streams of traffic in opposite directions, shall be STOP/SLOW signal paddles. Red signal flags may be used where display of the STOP and SLOW faces in opposite directions may be inappropriate or misleading.

3. Operational Control. Flaggers shall be located in a position clearly visible to, but not in the path of, approaching traffic, with an available escape path to avoid an oncoming errant vehicle. The number of flaggers to be furnished for each operation shall be sufficient to provide safe, efficient flow of vehicle and pedestrian traffic. A spotter is not a flagger, and shall only direct construction vehicles or equipment, and shall not direct traffic in any manner.

Work zones utilizing flaggers shall comply with the Standard Sheet for flagger operation and a Flagger symbol (W20-7) sign shall be provided in advance of each flagger.

For control of alternating one-way traffic, one flagger shall be provided at each end of the one-way section, with additional flaggers provided to control traffic entering the one-way section from intermediate intersections and major commercial driveways. Where the length of the one-way section is less than 150 feet, the posted speed limit is less than 40 mph, traffic volumes are such that queues do not develop, and sight distances are adequate, the Contractor may request approval from the Engineer to use a single flagger.

For intersection control, at least one flagger shall be provided for each intersection approach. Where traffic speeds and/or volumes are unusually low, and adequate sight distance is available, such that safe operations can be ensured with fewer flaggers, the Contractor may request approval from the Engineer to use fewer flaggers. When flagging at an intersection with a traffic signal, the signal shall be turned off unless directed otherwise by the Engineer.

The Contractor shall provide enhanced flagger stations consisting of additional cones at all approaches to flaggers, in accordance with the Standard Sheet, in order to provide effective advanced warning to motorists. On roadways with posted speed limits less than 40 mph, in locations having obstructed traffic flow, such as those having controlled intersections along the approach or approaches, where conditions do not permit placing the devices in a manner that will provide effective advanced warning to motorists, enhanced flagger stations need not be provided.

Flaggers shall be alert at all times and shall not stand with their backs to approaching traffic. Flaggers shall only direct traffic to stop, to slow or to proceed, using hand signals to supplement the signaling device in accordance with the flagging procedures shown in the MUTCD. Flaggers shall be provided periodic breaks (minimum 15 minutes every 4 hours) throughout the work day, with competent substitutes provided during breaks to maintain continuous coverage of the flagging operation.

A spotter shall be provided at all locations where construction vehicles or equipment must back across or into open travel lanes, sidewalks, or pedestrian walkways. A spotter shall only direct construction vehicles or equipment and shall not direct traffic in any manner.

For ongoing flagging operations at a specific location, the Contractor may request approval from the Engineer to substitute portable traffic signals in lieu of flaggers.

4. Automated Flagging Assistance Devices (AFAD). AFADs are devices to control traffic through work zones remotely by a single flagger at a central location or at one end of the work zone.

A minimum of 7 calendar days prior to initial deployment of the AFAD system, the Contractor shall submit a traffic control plan to the Engineer, for review and approval, detailing AFAD operation including a list of competent flaggers trained to operate the AFAD. AFADs shall be used only on two-lane two-way or single lane one-way roadways. AFADs shall not be used where there are intersections and/or commercial driveways or where construction operations within the controlled highway segment frequently disrupt traffic flow. Appropriate flagger apparel and equipment shall be maintained near each AFAD to facilitate flagging in the event of a malfunction or operational need due to frequent disruptions of traffic flow. The Contractor shall immediately provide traffic control with flaggers if a AFAD malfunctions; fails to properly or adequately control traffic; creates congestion, queues or gridlock which cannot be remedied by timely on-site adjustments to the signal operation; or is otherwise inadequate.

A competent flagger, who has been trained on the operation of the AFAD, shall operate and not leave the AFAD(s) unattended at any time. The flagger shall have an unobstructed view of the AFAD(s) and approaching traffic in both directions at all times. The distance between AFADs shall not exceed ½ mile. Work zones utilizing AFADs shall comply with Standard Sheet619-309. Red/Yellow lens AFAD shall have a STOP HERE ON RED (R10-6) sign installed on the right-hand shoulder at least 8 ft in advance of the AFAD where vehicles are expected to stop.

A portable traffic signal may be used, at the Contractor's option, as an AFAD. A Signal Ahead symbol (W3-3) sign shall replace the BE PREPARED TO STOP sign. An 18 inch wide removable stop line with a STOP HERE ON RED (R10-6) sign shall be installed at intended stopping point. The Engineer may waive the requirement for a stop line if the roadway is unpaved or it is otherwise impractical to install a stop line and the STOP HERE ON RED sign is in place.

When the work no longer necessitates use of the AFAD or portable traffic signal, the units shall be removed or turned off and moved out of view from the traveled way. Specified AFAD's may be replaced with human flaggers for a time period of no longer than 24 hours.

M. Maintain Existing Mailboxes. The Contractor shall not move any mailbox which contains mail. The Contractor will advise the owner to remove mail before the box is moved. Mailboxes shall be mounted, either permanently or temporarily, on a post. Before acceptance of the work, any mailbox which has been disturbed or moved shall be restored by the Contractor at a location consistent with the requirements of the U.S. Postal Service and the contract documents. Mailboxes shall not block the Pedestrian Accessible Route such that the location does not comply with ADA requirements. Posts set in pavement shall be set in a 6" or 8" sleeve to facilitate replacement. Wood posts should not be set in concrete but in soil or compacted crushed stone.

N. Contract Site Patrol. The Contractor shall provide adequate personnel and supervision to conduct operations and patrol the contract site to ensure that conditions are adequate for public safety and convenience at all times. The Contractor shall patrol the site as often as necessary during working and non-working hours to adjust and maintain signs, channelizing devices, and other trafficcontrol devices and safety features.

619-3.03 Basic Work Zone Traffic Control (Daily Operations). The Contractor shall control traffic in accordance with §619-3.02 *Basic Work Zone Traffic Control* paragraphs *A. Surface Condition; C. Maintain Public Access; D. Maintain Existing Roadside Signs; F. Construction Vehicles; G. Barrier/Shadow Vehicles; H. Construction Signs; I. Arrow Panels; J. Channelizing Devices; L. Flagging; M. Maintaining Existing Mailboxes*; and *O. Portable Traffic Signals* so that a person who has no knowledge of conditions may safely and with a minimum of discomfort and inconvenience drive, ride, or walk, during the day or at night, over all or any portion of the highway and/or structure under construction where traffic is to be maintained. The Contractor will not be required to repair or maintain the roadway except to repair any damages resulting from its operations.

The Contractor shall cease operations and clear the traveled way, shoulders, and clear zones of all

obstructions including traffic control devices, construction equipment, and materials at the end of each work shift.

619-3.04 Temporary Business Signs. The Contractor shall provide temporary business signs (NYI8-4) mounted on temporary sign supports to identify business entrances in accordance with the contract documents. Entrances shall be identified by only a single sign. Temporary business signs shall be mounted at a minimum height of 7 feet, and at a location that will guide traffic seeking access to the business, but where they will not interfere with traffic flow or other traffic control devices.

619-3.05 Covering or Removal of Pavement Markings. The Contractor shall remove or cover existing permanent pavement markings, interim pavement markings and temporary pavement markings, as indicated in the contract documents or directed by the Engineer, to accommodate traffic pattern changes by covering the markings with preformed removable pavement marking masking tape, or by removing the markings. Masking tape shall be placed in blocks to prevent the underlying shape of pavement marking symbols or letters from being confused with existing markings.

A. Removal of Pavement Markings. The removal method will be at the Contractor's option, subject to its ability to achieve satisfactory results. Removal shall be completed prior to the installation of temporary pavement markings or interim pavement markings. Grinding to remove pavement markings will typically remove 1/8 to ¼ inch of pavement surface. Prior to installation, the existing marking and adjacent pavement shall be cleaned of debris by compressed air or sweeping.

B. Masking Pavement Markings. Removable pavement marking masking tape shall be installed in accordance with the manufacturer's written instructions. Prior to installation, the existing pavement marking, and adjacent pavement shall be cleaned by compressed air, sweeping, or other means adequate to remove debris, but that does not result in damage to the existing pavement marking. The width of the removable pavement marking masking tape shall be sufficient to completely cover the existing pavement marking.

The masking tape shall firmly adhere to the entire length and width of the existing pavement marking to be covered. The Contractor shall maintain the tape for the duration of its use. Any tape that is loosened, removed, or that fails to retain its original matte finish, or that for any other reason fails to obliterate the existing pavement marking shall be replaced immediately, at no additional expense to the State.

When the covered pavement markings are to be restored to service, masking tape shall be removed. Temporary adhesive residues will be allowed to remain, providing that the existing pavement marking visibility is not impaired.

Any damage to the existing pavement markings or to the pavement surface that results from the removal of the masking tape shall be repaired at no additional cost to the State. If the existing marking cannot be repaired satisfactorily, the Contractor shall remove damaged pavement markings completely and/or replace the pavement section at no additional cost to the State.

619-3.06 Temporary Pavement Markings. The Contractor shall install and maintain temporary pavement markings in accordance with the contract documents, using patterns and colors shown in the MUTCD to establish temporary traffic pattern(s) during construction on any pavement, including milled or grooved surface, resurfaced, new pavement, or other paved surface without pavement markings, for a maximum of 30 calendar days.

Within 30 calendar days after placement, the Contractor shall either (1) install the succeeding pavement course or (2) install the remaining temporary pavement markings including edge lines, stop bars, and simple crosswalks, with no hatching. Pavements which will be open to traffic shall be properly

marked before being opened, before nightfall, or before the end of the work day, whichever is soonest, except areas that are open during the work shift and delineated with channelizing devices or flaggers.

Traffic paint need not be removed before placing a subsequent course. Removable pavement tape, removable wet-night reflective tape, temporary overlay markers and removable raised pavement markers shall be removed before placing a subsequent course at no additional cost to the State.

Temporary pavement marking stripes shall be a minimum of 4 inches in width. Temporary pavement markings shall be applied to a clean, dry pavement in accordance with the manufacturer's recommendations. Hatch lines and symbols will not be required as temporary pavement markings unless required by the contract documents.

Traffic paint pavement markings shall be applied at a minimum wet film thickness of 20 mil, immediately followed by an application of glass beads, at a rate of 6 lb/gal of paint.

Where specified, removable raised pavement markers shall be used to supplement line pavement markings. The raised markers shall not be a substitute for line pavement markings, letters, or symbols. Removable raised pavement markers spaced every 5 feet may be used to supplement line pavement markings. Two removable raised pavement markers spaced at each end of the 2 foot marking may be used to supplement a 2 foot broken line pavement marking.

If unanticipated weather or other conditions prevent the application of temporary pavement markings, the Contractor shall apply 2 foot removable pavement tape markings or temporary overlay markers at 40 foot spaces at no additional cost to the State, for a maximum of 3 days until such time as temporary pavement markings may be applied, or the next pavement course is installed.

A. Divided Highways. On freeways, expressways and parkways, the Contractor shall install broken lines a minimum of 2 feet long at 40 foot spacing to separate traffic lanes in the same direction. The Contractor shall install solid edge lines for a minimum of 100 feet on either side of the apex of a gore.

B. Undivided Multilane Highways. On three or more lane highways, and two or more lane highways with center two way left turn lanes, the Contractor shall install white broken lines a minimum of 2 feet long at 40 foot spacing to separate traffic flows in the same direction, and partial barrier or full barrier centerline to separate traffic flows in opposite directions.

C. Two-Lane, Two-Way Highways. For two-lane, two-way highways, the Contractor shall install a temporary pavement markings consisting of full barrier centerline markings in no passing zones and 2 foot broken line markings at 40 foot spacing in passing zones.

Two-lane, two-way highways may for a maximum of 3 days have the centerline marked with yellow 2 foot by 4 inch removable pavement tape or yellow temporary overlay markers at 40 foot spaces with NO CENTER LINE (W8-12) signs and DO NOT PASS (R4-1) signs at no additional cost to the State. A NO CENTER LINE sign shall be installed in advance of the area marked with yellow 2 foot removable pavement tape markings or temporary overlay markers, as well as after major intersections and after major traffic generators within the area marked with the removable pavement tape markings or temporary overlay markings. A DO NOT PASS sign shall be installed within 100 feet of the beginning of the area with the removable pavement tape markings or temporary overlay markers, and a second DO NOT PASS sign shall be installed within 1,100 feet of the first DO NOT PASS sign and subsequent DO NOT PASS sign(s) shall not exceed 3,000 feet spacing. On an approach without centerline pavement markings where passing will not be permitted, a black on orange NO PASSING ZONE (W14-3) pennant shaped sign shall be installed on that approach. Full barrier, partial barrier or broken line temporary centerline pavement markings shall be placed within three calendar days.

619-3.07 Interim Pavement Markings. Work shall consist of furnishing, applying, and maintaining interim pavement markings as shown in the contract documents or as directed by the Engineer. The work for removable tape, removable wet-night reflective tape, temporary overlay markers and removable raised

pavement markers shall include removal. Interim pavement markings are intended for use in diversions, temporary pavement realignments and crossovers, lane shifts and closures, and other traffic patterns associated with construction activities. Interim pavement markings are intended for use for a given phase or season, for a maximum of 1 year.

A. Installation. Interim pavement markings shall be applied to a clean, dry pavement in accordance with the manufacturer's recommendations. Interim pavement markings on roadways open to traffic shall be applied in the direction of traffic. Traffic paint and epoxy paint pavement markings shall be applied at a minimum wet film thickness of 20 mils, immediately followed by an application of glass beads at a rate of 6 lb/gal of paint.

Painted markings may be supplemented with removable raised pavement markers. Removable raised pavement markers shall be spaced at 5 feet to supplement a solid line, and 4 markers spaced shall be used to supplement a 10 foot segment of broken line. When used to supplement a solid or broken line, markers shall be spaced a maximum of 80 feet on tangents and a maximum of 40 feet for curves with a radius less than 2,800 feet. Removable raised pavement markers shall not be used alone to simulate interim pavement markings.

B. Maintenance/Replacement. Traffic paint or removable tape shall be replaced upon (1) abrasion of the line such that more than 10 percent of the underlying pavement is visible within any 300 feet segment of line or (2) loss of more than 2 consecutive skip lines or (3) loss of more than 50 feet of continuous line or (4) failure of any line to be clearly visible at night under low-beam headlamp illumination when viewed from a distance of 200 feet.

Missing removable raised pavement markers shall be replaced upon (1) loss of more than 10 percent of the markers within a 300 feet long segment of line or (2) loss of more than 3 consecutive markers or (3) failure of any line to be clearly visible at night under low-beam headlamp illumination when viewed from a distance of 200 feet.

The Contractor will not be responsible for damage or loss caused by snowplowing. In the event that such pavement markings are damaged or lost, the Engineer will determine whether to replace the lost pavement markings in kind or with other marking materials. Separate payment will be made for pavement markings replaced or installed due to damage or loss caused by snowplowing.

619-3.08 Temporary Rumble Strips. The Contractor shall install temporary rumble strips in three sets of 6-strip patterns with 10 foot between individual strips. The type of strip installed will be at the Contractor's option, except that sawcut or milled-in strips shall not be installed on new top course surfaces or existing surfaces that will not be paved over. Where there is no usable shoulder, or the shoulder is less than 3 feet wide, the rumble strips should be ended 3 feet short of the edge of usable pavement. On curbed roadways, rumble strips should end a minimum of 3 feet from the curb in order not to interfere with drainage. Rumble strips shall typically be placed in advance of each of the last three long-term advance warning signs such that drivers are alerted in time to see and read the signs. Rumble strips will typically be installed for a minimum of one week.

A. Raised Asphalt Rumble Strips. The roadway surface on which the rumble strips are to be attached shall be dry, free of surface contaminants such as dust or oil, and thoroughly swept with a stiff broom. The surface temperature of the pavement shall be 45°F or greater unless otherwise authorized by the Engineer. The pavement surface shall be cleaned with compressed air just prior to tack coating and subsequent installation of the rumble strips. The strips shall be formed using a rumble strip paver (drag box) pulled transversely across the pavement, or by hand placement between forms fixed to the pavement. If forms are used, they shall be removed prior to compaction of the asphalt mixture. Compaction shall be accomplished using a plate tamper or a static roller. Raised asphalt rumble strips shall have a width of 6 to 9 inches, measured in the direction of traffic, and have a final compacted thickness of 3/8 inch ± 1/8 inch.

B. Raised Removable Tape Rumble Strips. Raised removable tape rumble strips shall be formed by applying one or more layers of removable preformed pavement marking masking tape. The tape shall be applied to a clean, dry pavement surface in accordance with the manufacturer's recommendations. The pavement surface shall be swept or cleaned with compressed air just prior to application of the tape.

C. Raised, Preformed Rumble Strips. Raised preformed rumble strips shall be applied to a clean, dry pavement surface in accordance with the manufacturer's recommendations. The pavement surface shall be swept or cleaned with compressed air just prior to application of the strip.

D. Saw-cut Rumble Strips. Saw-cut rumble strips shall be saw cut into existing pavement using wet cutting methods. The blade or blades shall be of such configuration that the desired dimensions of the saw cut can be made with one pass. No spacers between blades will be allowed.

Before a travel lane with saw-cut rumble strips is reopened to traffic, the pavement shall be cleaned by sweeping, flushing, or with a stream of compressed air. Sawing slurry from the wet-sawing process shall be flushed from the pavement surface immediately.

E. Milled-in Rumble Strips. Milled-in rumble strips shall be milled into existing pavement using a rotary-type cutting head with a maximum nominal outside diameter of 24 inches. The cutting head shall be on its own suspension system, independent from that of the power unit, to allow the head to align itself with the slope of the pavement and/or any irregularities in the pavement surface. The pattern of cutting tips on the head shall be arranged to produce a relatively smooth cut with no more than 3/32 inches between peaks and valleys. Prior to beginning work, the Contractor shall demonstrate to the Engineer the ability to achieve the desired surface without tearing or snagging the pavement.

Before a travel lane with milled-in rumble strips is reopened to traffic, the pavement shall be cleaned by sweeping, flushing, or with a stream of compressed air.

F. Removing Temporary Rumble Strips. The Contractor shall either completely remove raised rumble strips from the pavement or fill in the depressions from saw-cut or milled-in rumble strips prior to the start of the winter plowing season, prior to the placement of successive pavement courses, or as directed by the Engineer. Any damage to the pavement surface resulting from the removal of raised rumble strips shall be repaired at no additional cost to the State.

Rumble strip depressions shall be filled in with asphalt mixture. Before they are filled, the depressions shall be cleaned by sweeping, flushing, or with a stream of compressed air, and coated with Asphalt Emulsion Tack Coat. The rumble strips shall be overfilled slightly and compacted using a plate tamper or static roller so that the final compacted surface is flush with the existing pavement.

619-3.09 Interim Tubular Markers. The Contractor shall install interim tubular markers in accordance with the contract documents. The Contractor shall attach interim tubular markers to the pavement in a manner that prevents them from being moved or dislodged by traffic. Interim tubular markers shall be installed on pavement that has been cleaned to remove pavement markings, oil, dirt, or other debris or substances that may interfere with a proper bond. Attachment to the pavement shall be by mechanical fastener or by adhesive, in accordance with the manufacturer's recommendations. Bonding agents shall be of sufficient amount or size to ensure proper bonding of the base to the pavement.

Interim tubular markers removed or damaged by the Contractor's operations or by traffic shall be replaced immediately, so that positive separation is maintained between opposing lanes of traffic at all times. Damaged reflective sheeting on interim tubular markers shall be replaced before nightfall as necessary to maintain adequate visibility of the markers. In cases where only isolated individual markers

are lost or damaged, and adequate visibility is maintained by the remaining markers, replacement will not be required until more than 3 consecutive markers, or 25 percent of all markers within ½ mile have been damaged or lost. The replacement of markers damaged or lost by traffic, where the Contractor has demonstrated reasonable effort to collect the costs from the person(s) responsible for damage will be considered extra work.

619-3.10 Portable Variable Message Signs (PVMS) and Truck Mounted Variable Message Signs (TMVMS). The Contractor shall provide, operate, and maintain PVMS & TMVMS as indicated in the contract documents until the progress of work no longer requires their use. The Contractor shall relocate or reorient PVMS with a pay unit of each, if necessary, up to 4 times per year as conditions dictate, at no additional cost to the State. The Contractor shall provide, operate, and maintain PVMS with a pay unit of weeks at the general locations and duration stated in the contract documents and in accordance with the Special Note Requirements for Portable Variable Message Signs (PVMS). There shall be no extra payment due for each relocation or reorientation of TMVMS. On the PVMS & TMVMS, the message to be displayed shall be as required by the contract documents and may change on a daily basis or more frequently as conditions dictate. NYSDOT's Variable Message Sign Guidelines shall be reviewed to ensure compliance with Chapter 5 - Messages.

If the contract requires a NTCIP compliant PVMS, the Contractor shall provide the Engineer with the model, manufacture date and manufacturer of the NTCIP compliant PVMS the Contractor plans to use from the Approved List. After delivery to the work site, the Contractor shall allow the Regional Transportation Management Center (TMC) to conduct operations and communications tests on one or more samples supplied by the Contractor. The testing will determine if the proposed PVMS meets the TMC's operational requirements by demonstrating remote communications to and from the TMC using NTCIP compliant operating software. TMVMS do not require NTCIP compliant communications. The message to be displayed shall be as required by the contract documents or as directed by the Engineer.

PVMS specified with cellular communications shall be equipped with control software compatible with the current computer operating system used in the Engineer's Field Office. PVMS with Cellular Communications Option shall have cellular telephone service provided by the Contractor. The Contractor shall supply the Engineer with two copies of operating instructions for the PVMS and the control software. The Contractor shall supply the Engineer with a copy of control software a minimum of 14 calendar days prior to installation of the first unit. Electronic copies of software instructions are acceptable.

PVMS shall be placed so that the base of the message panel is at least 7 feet above the adjacent pavement surface and aligned to provide optimum viewing by approaching motorists. The Contractor shall supply the Engineer with an accurate log of the text of all messages and times messages were displayed monthly, not later than the 15th of the following month. The log of messages may be either a listing in a manual register or printouts from the control software. The Contractor shall inform the Engineer of PVMS and TMVMS locations and update as they are relocated and removed.

The PVMS shall be protected from unauthorized use. All cabinet doors shall be secured and/or padlocked, and default manufacturer's passwords shall be changed. Additional security measures shall be implemented as needed.

619-3.11 Type III Construction Barricades. Type III construction barricades shall be installed at all locations where a highway, bridge, ramp, or other segment of the roadway is closed to traffic. Type III construction barricades shall be maintained upright, in proper alignment and orientation. If ballast is used to maintain alignment and position of the barricade, it shall consist of dry sand contained in a closed waterproof bag and shall be placed at ground level.

Barricade rails shall be oriented such that the stripes slope downward toward the side on which traffic is to pass. If traffic may pass to either side, adjacent barricades shall be arranged such that the stripes slope downward toward each side starting at the center. Where no passage is intended or permitted, the stripes shall slope downward toward the center of the barricade or barricades.

At night, each Type III construction barricade used to close a roadway, a segment of a roadway or a sidewalk shall be equipped with one flashing warning light.

619-3.12 Temporary Positive Barrier. Temporary Positive Barriers are categorized by their standard MASH TL-3 (pickup truck) deflection and their deflection reduction measures (pinning and or box-beam-stiffening). The barriers that satisfy a given deflection category are shown on the Department's Approved List for Temporary Positive Barriers. The system chosen and the segment length used must be capable of meeting the curvatures indicated in the Plans.

The Engineer will inspect temporary barrier segments upon delivery. Any barrier segment having damage and/or defects in the segment and/or joint connections will be rejected if the performance of the barrier may be affected.

Temporary positive barrier segments shall be fastened together to form a continuous string. When joined together, the barrier segments shall form a smooth and continuous barrier. Any segments damaged or misaligned shall be corrected or replaced. The connections shall conform to the approved details for the particular barrier.

Tapered end sections shall not be used in traversable medians, gores, or other areas where impacts on a tapered end section could allow vehicles to penetrate opposing or adjacent lanes of traffic. Where the posted speed limit is 45 mph or higher, a temporary impact attenuator or temporary sand barrel array shall be provided on approach ends of temporary positive barrier when the offset from the edge of the traveled way to end of the barrier is less than 12 feet and will be paid for separately.

Where space is available, approach ends of the barrier string shall be flared away from the traveled way at the taper rate shown in Table 619-4 Flare Rates for Positive Barrier and terminated in a tapered end section, embedded in a slope, or otherwise protected against impact by errant vehicles.

The Contractor shall install temporary barrier where indicated, and of the deflection Category indicated in the contract documents. Where pinning is indicated for the given barrier, the pinning shall be in conformance with the pinning requirements indicated in the Approved List. Where pins extend above the top surface of the barrier anchor recess, they shall be covered with plastic or rubber.

TABLE 619-4 FLARE RATES FOR TEMPORARY POSITIVE BARRIER

POSTED PRECONSTRUCTION SPEED LIMIT (mph)	**30**	**40**	**50**	**55**	**65**
TEMPORARY POSITIVE BARRIER	8:1	11:1	14:1	16:1	20:1
BOX BEAM OR HEAVY POST CORRUGATED BEAM	7:1	9:1	11:1	12:1	15:1

TABLE 619-5 GUIDE RAIL AND NYSDOT TEMPORARY CONCRETE BARRIER STANDARD DEFLECTION DISTANCES**

BARRIER TYPE	**POST SPACING (ft)**	**DEFLECTION DISTANCE (ft)**
CABLE GUIDE RAIL	16	11.0*
	12	9.5*
	8	8.0*
	4	7.0*
CORRUGATED W-BEAM (WEAK POST) GUIDE RAIL	12.5	8.0
	6.25	6.0
	4.16	5.0
CORRUGATED W-BEAM (HEAVY POST BLOCKED OUT)	6.25	4.0
	3.12	2.0
BOX BEAM GUIDE RAIL	6.0	5.0
	3.0	4.0

CORRUGATED W-BEAM (WEAK POST) MEDIAN BARRIER	12.5	7.0
	6.25	5.0
CORRUGATED W-BEAM (HEAVY POST) MEDIAN BARRIER	6.25	2.0
BOX BEAM MEDIAN BARRIER	6.0	3.0
NYSDOT TEMPORARY CONCRETE BARRIER	Unpinned	3.25**
	Box-Beam-Stiffened	2.2**
	Pinned	0.8**

* Note: NCHRP 350 Standard Deflection caused by a 4,400-lb test vehicle traveling 62 mph impacting the barrier at a 25° angle

**Note: Standard Deflections are those assumed to occur with a Standard TL-3 Impact. MASH Standard Impact is produced by a 5,000-lb test pickup traveling 62 mph impacting the barrier at a 25° angle.

The temporary concrete barrier stiffened with box beam shall be installed at least 50 feet prior to, be continuous through, and extend at least 50 feet beyond the area requiring limited deflection, wherever practicable. Where space limits extending the string of barrier stiffened with box beam, one segment at either end of the string shall be pinned with 4 pins on the construction, or non-traffic, side.

At any transition between pinned and unpinned portions of a temporary positive barrier run, to provide a gradual change in fixity, one piece of barrier shall be partially pinned using 2 pins on the construction side of the barrier. The partially pinned piece shall be included in the measurement of pinned barrier.

Pins shall have the following minimum embedment lengths:

- Bridge Decks and Cement Concrete Pavement 5 in.
- Flexible Pavement 18 in.
- Unpaved Areas 30 in.

After removal of the barrier, pin holes created in the surface shall be filled, unless that area will be further disturbed. Holes in flexible pavement shall be filled with warm or cold mix top course asphalt material rodded in 3" lifts. Holes in portland cement concrete pavement or structural decks shall be filled with material meeting the requirements of §701-05 *Concrete Grout Material*. Holes in unpaved area shall be filled with sand backfill.

A. Temporary Barrier Without Warning Lights. Where warning lights for temporary positive barrier are not required, the Contractor shall provide and maintain delineation on the temporary barrier in accordance with Section 619-2.12. The delineation shall be visible and free of dirt and snow, including during shutdown periods. The maximum spacing of delineation shall be 20 feet.

B. Temporary Barrier With Warning Lights. Where warning lights are specified, Type C warning lights shall be provided on temporary barrier. The maximum spacing of warning lights shall be 40 feet in tangents and 20 feet in curves with radii less than 2,800 feet. Warning lights shall be attached to the barrier so that the lights remain securely in place and so that the attachment minimizes damage to the barrier.

All warning lights shall be kept clean, properly aligned, and in operating condition. Batteries shall be replaced as necessary.

Where channelizing devices with Type A flashing warning lights are not provided immediately preceding a run of barrier to be marked with warning lights, the first warning light on that run of barrier shall be a Type A warning light.

C. Box Beam Guide Rail to Temporary Positive Barrier (Concrete) Transition. Where required, the Contractor shall install the Transition from Box Beam to Flared Temporary Concrete Barrier or the Transition from Box Beam to Unflared Temporary Concrete Barrier in accordance with the details shown on the Standard Sheets. With the approval of the Engineer, the Contractor may choose to switch options, at no additional cost to the State.

Where the Contractor elects or is required to bolt the box beam to the face of the Temporary Concrete Barrier, the pieces of box beam thus bolted shall be removed and become the Contractor's property when the Temporary Concrete Barrier is removed. After removal of the Temporary Concrete Barrier, any rail and posts removed to facilitate placement of the Temporary Concrete Barrier transition shall be promptly replaced with new posts and new or acceptable reset box beam guide rail.

When an unflared Box to Temporary Concrete Barrier transition is removed, the heavy posts, blockouts, rub rail, and Transition End Piece and associated hardware shall become the property of the Contractor and shall be removed from the project before its completion.

D. Temporary Positive Barrier (Concrete) to Box Beam Guide Rail Transition. Where required, the Contractor shall install "Temporary Concrete Barrier Face to Box Beam Transition" or "Temporary Concrete Barrier Back to Box Beam Transition" in accordance with the details shown on the Standard Sheets. When the box beam is mounted to the traffic-side face, a tapered box beam end piece shall be used. When the box beam is behind the Temporary Concrete Barrier, the Contractor shall bolt to the Temporary Concrete Barrier or shall provide an overlap of box beam extending upstream past four segments of the downstream end of the Temporary Concrete Barrier.

When box beam is required to be bolted to the Temporary Concrete Barrier, or the Contractor elects to do so, the necessary positions for the bolts shall be located on the Temporary Concrete Barrier and drilled in the field. The pieces of box beam thus bolted shall be removed and become the Contractor's property when the Temporary Concrete Barrier is removed. After removal of the Temporary Concrete Barrier, any rail and posts removed to facilitate placement of the Temporary Concrete Barrier transition shall be promptly replaced with new posts and new or acceptable reset box beam guide rail.

E. Corrugated Beam Guide Rail to Temporary Positive Barrier (Concrete) Transition. Where required, the Contractor shall install the W-Beam to Flared TCB Transition (Leading End) in accordance with the details shown on the Standard Sheets.

After removal of the Temporary Concrete Barrier, any rail and posts removed to facilitate placement of the Temporary Concrete Barrier transition shall be promptly replaced with new posts, new or acceptable reset corrugated guide rail, new hardware, and new blockouts, backup plates, or other hardware required to meet current standards. Any terminal rail pieces, posts, or other guide rail components not required for the restored guide rail shall become the property of the Contractor and shall be removed from the project before its completion.

F. Temporary Positive Barrier (Concrete) to Corrugated Beam Guide Rail Transition. Where required, the Contractor shall install "Temporary Concrete Barrier Face to Corrugate Beam Transition" or "Temporary Concrete Barrier Back to Corrugated Beam Transition" in accordance with the details shown on the Standard Sheets. When the corrugated beam is mounted to the traffic-side face, a W-beam end piece shall be used. When the corrugated beam is behind the Temporary Concrete Barrier, the Contractor shall bolt to the Temporary Concrete Barrier as shown on the

Standard Sheets or shall provide an overlap of corrugated beam extending upstream past four segments of the downstream end of the Temporary Concrete Barrier.

When corrugated beam is required to be bolted to the Temporary Concrete Barrier, or the Contractor elects to do so, the necessary positions for the bolts shall be located on the Temporary Concrete Barrier and drilled in the field. The terminal rail pieces or W-Beam End Pieces thus bolted shall be removed and become the Contractor's property when the Temporary Concrete Barrier is removed. After removal of the Temporary Concrete Barrier, any rail and posts removed to facilitate placement of the Temporary Concrete Barrier transition shall be promptly replaced with new posts and new or acceptable reset corrugated beam guide rail

619-3.13 Temporary Glare Screen. Temporary glare screen shall meet the material requirements of §729-17 and be installed in accordance with the manufacturer's instructions or as otherwise specified by the Engineer. All components of the glare screen shall be maintained in a safe and functional condition. Damaged components shall be promptly repaired or replaced.

If blades are utilized, the blades shall be spaced and angled to provide approximately a 22° headlight cutoff angle.

If steel fabric is utilized, the fabric must be taut and the vertical posts shall be evenly spaced unless otherwise specified. The screen shall not overhang the face of the barrier and shall not cover delineation or lights. The screen shall be kept plumb and properly positioned on the barrier, with reflectorization securely affixed to the screen.

The screen shall be reflectorized at a uniform maximum spacing of 40 feet, unless the radius is less than 500 feet in which case the uniform maximum spacing is 20 feet. If barrier delineation is blocked, the screen shall be reflectorized on both sides with a 3-inch wide by 6-inch high (minimum) piece of retro-reflective sheeting. Retro-reflective sheeting shall follow requirements of §730-05 Retro-Reflective Sign Sheeting - NYSDOT Class A and be firmly bonded to the screens using only adhesives. Yellow reflective sheeting shall be used facing traffic which is to pass to the right of the glare screen. White reflective sheeting shall be used facing traffic which is to pass to the left of the glare screen. The method used to clean the reflectorization shall not damage screen components, reflectorization, or barrier and shall not be hazardous to traffic.

The Contractor shall remove and dispose of the temporary glare screen upon completion of the contract or when it is no longer required. Upon removal of the temporary glare screen, there shall be no protrusions remaining on the top face of the barrier. Where temporary glare screen is mounted on top of permanent concrete barriers and subsequently removed, bolt holes or other damage to the barrier shall be repaired by the Contractor at no additional cost to the State.

619-3.14 Temporary Impact Attenuator. The Contractor shall install temporary impact attenuators in accordance with the contract documents, the manufacturer's instructions, and materials details. The Contractor shall provide the Engineer a copy of the manufacturer's materials details and installation instructions a minimum of 7 calendar days prior to use, to allow verification of the attenuator supplied and proper installation. The selection of the manufacturer and model of temporary impact attenuator shall be at the Contractor's option, provided the attenuator supplied is of the type indicated, gating or redirective; shields the hazard; and fits in the location without encroachment into travel lanes or required offsets.

The Contractor shall maintain temporary impact attenuators for continuous operation. If an attenuator is out of operation, the Contractor shall immediately mark the hazard with drums, vertical panels and or extra tall cones until repairs are made or a new attenuator is installed. The Contractor shall promptly begin repairs to damaged attenuators, and shall complete repairs to a damaged attenuator or mitigate the hazard within 1 work day. Attenuators damaged beyond repair shall be replaced within 3 work days.

When temporary impact attenuators are removed or moved to another location, the Contractor shall restore the location to match the surrounding area.

619-3.15 Temporary Sand Barrel Arrays. The Contractor shall install sand barrel arrays in accordance with the patterns shown on the Standard Sheet or a NCHRP 350 approved pattern and fill the barrels with sand to provide the desired module weight, plus or minus 5 percent. Units that will be in use between November 1 and March 31 shall have sodium chloride, as dry rock salt, equal to 3% - 5% by weight of the sand, thoroughly mixed into the sand to prevent freezing. The sand shall be placed in the modules loose, not in bags or sacks. If the contract documents indicate that the site necessitates securing of the modules, the work shall be performed as recommended by the manufacturer.

The Contractor shall maintain sand barrel arrays for continuous 24 hour operation. If an array is out of operation, the Contractor shall immediately mark the hazard with drums, vertical panels and or extra tall cones until repairs are made or new module(s) are installed. The Contractor shall promptly begin repairs to damaged arrays, and shall complete repairs to a damaged array or mitigate the hazard within one work day.

619-3.16 Vehicle Arresting Barrier (VAB). Vehicle arresting barriers (VAB) shall be installed in accordance with the contract documents and the manufacturer's instructions and materials details. The Contractor shall provide the Engineer a copy of the manufacturer’s materials details and installation instructions a minimum of 5 work days prior to use, to allow verification of the barrier supplied and proper installation. The deceleration area behind the VAB shall be kept clear of workers, vehicles, or stored materials. The Contractor shall provide for periodic surveillance of each VAB by workers or by electronic device.

The Contractor shall maintain vehicle arresting barrier for continuous operation. If a barrier is out of operation, the entire barrier shall be restored within 4 hours after the incident, or prior to the next shift the barrier will be used. No work may be progressed in an unprotected area, and the hazard shall be eliminated or minimized, until restorations have been completed.

The VAB, except anchorages, shall be dismantled and removed prior to reopening the road to traffic. After the last day of use, if directed by the Engineer, temporary anchorages shall be removed, and disturbed areas shall be restored to match the surrounding area.

619-3.17 Maintain or Modify Traffic Signal Equipment. Traffic signals shall be maintained in proper operation, including the maintenance of all features of the traffic signal operation in effect and operating at the time any work begins on the contract. Traffic-actuated phases shall remain actuated, and signals operating within signal systems shall remain coordinated with the remainder of the system unless otherwise approved by the Engineer. Except for emergencies, no changes in the signal operation or timing shall be made without prior approval by the Engineer. If emergency conditions dictate a change in the operation, the Engineer shall be notified by the start of the next work day. Unless otherwise approved by the Engineer, an altered signal operation must be returned to the original signal operation within 24 hours.

The Contractor shall maintain in operation all equipment including signal heads, supports, cable, wiring, span-wire-mounted signing, controllers, master controllers, detector systems, conflict and current monitors, relays, switch packs, and all other accessory and necessary equipment. Maintenance shall also include the repair and replacement of existing detector loops, paid for separately.

The Contractor shall have capable traffic signal repair personnel on call 24 hours a day, seven days a week, and shall provide to the Engineer a single telephone number for contacting them. If for any reason a signal is not functioning properly, the Contractor shall commence work on the signal within 2 hours of notification. If directed by the Engineer, the Contractor shall notify the appropriate police agency for traffic control operations. If the police agency cannot or will not provide traffic control, the Contractor shall provide flaggers at locations specified by the Engineer within the 2-hour time period. The Contractor shall continue the flagger services until the signal is in proper operation. A flagger warning (W20-7 or W20-7a) sign shall be used on all approaches to an intersection controlled by flaggers.

If the malfunction is in the equipment supplied by the State, due to an area wide power outage, or due to a localized power outage beyond the Contractor’s control, the Contractor shall notify the Engineer and, if directed by the Engineer, provide flaggers until the malfunction is corrected or State personnel take

over. Such flagging operations in excess of 4 hours for the first call and for any subsequent call will be considered extra work.

The Contractor shall provide the Engineer, on a monthly basis, with a record of all maintenance calls received and responded to, as well as a record of all corrective action taken by the Contractor.

A. Requirement A. The Contractor shall maintain in proper operation the indicated existing, relocated, modified, and newly installed signals in accordance with the contract documents. If such signals are to be removed, the Contractor shall be responsible for operation and maintenance until the signals are removed. The Contractor shall be responsible for their continuous operation except for reasonable shutdown periods authorized by the Engineer during relocation and transfer operations.

B. Requirement B. The State shall assume operation and maintenance responsibility for the signal from the Contractor following successful completion by the Contractor of the installation /modification testing as required by Section 680 Traffic Signals. The six month warranty/guarantee period shall be measured from the day the State assumes maintenance responsibility.

C. Requirement C. At relocated, modified, or newly installed signals, the Department will assume responsibility for the following items after successful testing as required by Section 680 Traffic Signals has been completed. Assumption of the below listed responsibilities by the State will not relieve the Contractor of the responsibility for operation and maintenance of the signal. At existing microcomputer controlled traffic signals, the Department will be responsible for the following items:

1. Supply and maintenance of the microcomputer assembly and software.

2. Programming of the microcomputer furnished by the State.

3. Operation or timing changes directed by the Engineer.

4. Normal (no abuse or vandalism) equipment failures of existing, relocated, modified or new traffic signal equipment furnished by the State.

D. Modify Traffic Signal Equipment. Where the Contractor is required to temporarily modify or relocate existing traffic signals because of construction operations, all existing equipment, fittings, wire, cable, conduit, and related materials shall be reinstalled and extended where necessary. Temporary timber poles, guys, and related material shall be furnished and installed where necessary.

619-3.18 Temporary Traffic Signals. The Contractor shall install temporary traffic signals in accordance with the contract documents and the MUTCD. The Contractor shall maintain traffic signal systems, including traffic detectors, in proper operation until approved removal, and be responsible for its continuous 24-hour operation except for reasonable shutdown during relocation and transfer operations. Substitution of temporary traffic signals for flaggers shall be at no additional cost to the State.

If for any reason a signal does not function as required, the Contractor shall commence repair work on this signal within 2 hours after notification of a malfunction. In the event flashing operation occurs, all signal faces shall show flashing red indications. Flashing operation of a signal is considered a malfunction. The Contractor shall provide an adequate number of flaggers to control traffic at each malfunctioning traffic signal, in accordance with '619-3.02L. Flagging and Traffic Control until the signal is restored to proper operation.

If the malfunction is due to an area wide power outage or due to a localized power outage beyond the Contractor’s control, the Contractor shall notify the Engineer and, if directed by the Engineer, provide flaggers until the malfunction is corrected or State personnel take over. Flagging operations in excess of 4 hours for the first maintenance call shall be paid for as extra work.

619-3.19 Nighttime Operations. Work occurring after sunset and before sunrise will be considered nighttime operations. A nighttime operations meeting shall be held prior to the start of any nighttime operations.

For static and moving operations, the Contractor shall implement a lighting plan and provide illumination throughout the work areas.

For moving operations, the Contractor shall mount lighting to construction equipment that consists of balloon lights, or equivalent lighting that illuminates the work area with low glare for oncoming traffic and enhances visibility of the equipment from all directions. The Contractor should maintain traffic in a single lane during nighttime moving operations on freeways.

All workers involved in nighttime operations shall wear protective helmets and nighttime apparel in accordance with §107-05A. High Visibility Apparel at all times. All signs, Stop/Slow paddles, and red flags used to warn/alert/control traffic shall be retroreflective. Flaggers shall use a flashlight with red glow cone/ red LED baton for flagging in non-illuminated flagger stations during nighttime operations.

Where the Contractor implements a mobile lighting plan, PPE shall meet ANSI Class 3. The Contractor shall equip workers on foot with a personal active safety system which enhances the visibility of the worker from all directions, such as a powered hardhat light ring or an illuminated safety vest. ANSI Class E gaiters or pants are required to meet ANSI Class 3 if ANSI Class 2 vests are used. The Contractor shall provide the Department with the same personal active safety systems and ANSI Class 3 garments for Department inspectors and pertinent field office staff. When workers on foot are passing between illuminated work areas, the Contractor shall provide personal headlamps or flashlights producing a minimum of 5 foot-candles at the ground to navigate their path if hardhat light rings do not provide this function and illumination. Vehicles operating on the pavement of a closed roadway or travel lane shall display rotating amber beacons or flashing LED beacons at all times. Vehicles using headlights, except for rollers and vehicles retrieving channelizing devices, shall travel facing in the same direction as adjacent traffic in order to avoid glare and confusion to drivers.

The Contractor shall meet the following additional requirements for work zone traffic control during nighttime operations.

A. Nighttime Operations and Lighting Plan. Thirty days prior to the start of nighttime operations, the Contractor shall submit a written Nighttime Operations and Lighting Plan to the DOT Engineer for approval. The plan shall detail all aspects of the traffic control setup, the functions, responsibilities and identities of the nighttime traffic control competent person and other details as necessary. It shall include a contingency plan identifying foreseeable problems and emergencies that may arise, and the approach that will be used to address them. This plan shall be revised and updated by the Contractor as necessary during the progress of the work to accommodate conditions on the contract.

The Contractor shall submit a Nighttime Operations and Lighting Plan to the Engineer, at a scale and printed size similar to the contract plans and appropriate to adequately describe the work, including the following applicable items:

1. Layout showing location of light towers, including typical spacing, lateral placement and mounting height, and clearly show the location of all lights necessary for all work to be done at night.

2. The general layout of equipment involved in the moving operation, including typical or variable spacing.

3. Schematic of the equipment-mounted balloon lights and supplemental lights.

4. Listing of the anticipated workforce to be located within the work zone.

5. Internal traffic control plan to coordinate the flow of deliveries, moving equipment, workers, and vehicles at the worksite to minimize or eliminate vehicles and employees from crossing paths, and how this plan will be communicated to all individuals involved.

6. Specific illuminated areas for cleanout, specific areas for trucks entering and exiting the work area, and how this plan will be communicated to the workers and truck drivers prior to arrival on site.

7. Means to illuminate areas to perform tasks not in the immediate vicinity of the major work.

8. Means to ensure visibility of personnel and equipment involved with the set-up and removal of work zone traffic control devices.

9. Description of light towers to be used and electrical power source.

10. Specific technical details on all lighting equipment, including brand names, model numbers, power rating and photometric data.

11. Details of any hoods, louvers, shields or other means to be used to control glare.

12. Attachment and mounting details for lights to be attached to equipment.

13. Lighting calculations confirming that the illumination requirements will be met by the layout.

The Contractor shall maintain a supply of emergency flares for use in the event of unanticipated situations such as traffic accidents, equipment breakdowns, failure of lighting equipment, etc.

B. Lighting for Nighttime Operations. Prior to the first night of nighttime operations, the Contractor shall set up and operate the lighting equipment at night as a trial run to demonstrate its ability to establish a safe, properly illuminated, nighttime operation. The Contractor shall furnish the Engineer with a photometer, capable of measuring the level of illumination, for use as necessary to check the adequacy of illumination throughout nighttime operations. The Contractor shall have backup lighting equipment available onsite. In the event that any required lighting equipment is no longer operational or available to perform the work, the Contractor shall remove the work zone associated with the operation until the lighting equipment is restored.

1. Equipment. The Contractor shall supply all lighting equipment required to provide a work zone safe for the workers and traffic. Material and/or equipment shall be in good operating condition and in compliance with applicable safety and design codes.

a. Light Towers. Light towers shall be provided as a primary means of illumination for stationary operations and shall provide Level I illumination throughout the workspace. They may be supplemented to the extent necessary by lighting fixtures mounted on construction equipment to provide Level II or Level III illumination where required for paving, milling and similar moving operations. Light towers shall be sturdy and free-standing, without the aid of guy wires or bracing, and shall be capable of being moved as necessary to keep pace with construction operations. Light towers shall be positioned to minimize the risk of being impacted by traffic on the roadway or by construction traffic or equipment.

b. Balloon Lighting and Additional Lighting on Paving, Milling, and Finishing Machines. If needed to supplement portable and/or trailer-mounted light towers, lighting shall be affixed to

paving, milling, and finishing machines to provide the required level of illumination for the specified distance in front of and behind the machine. Primary lighting for nighttime moving operations should consist of balloon lighting, or equivalent low glare lighting visible from all directions. Additional lighting of an appropriate type shall be required, where obstructions exist, to perform the work safely and adequately. Luminaires shall be aimed and adjusted to provide uniform illumination with a maximum uniformity ratio of 5:1. The hopper, auger, and screed areas of pavers and the operator's controls on all machines shall be uniformly illuminated.

The Contractor shall equip the following equipment in conjunction with nighttime moving operations with balloon lights, or equivalent low glare lighting visible from all directions, to sufficiently illuminate the work area, enhance visibility of the equipment from all directions, and to carry out the work safely and accurately: all rollers, pavers, milling machines, material transfer vehicles, crack and seat equipment, and other miscellaneous equipment utilized for the moving operation that could be a hazard if not illuminated. There shall be a minimum of one balloon light mounted to each piece of equipment. Pavers and large milling machines should be equipped with a minimum of two balloon lights. Mechanical sweepers shall have forward-facing lights and tack trucks shall have rearward-facing lights, consisting of balloon lights, or equivalent low glare lighting visible from all directions, supplemented with flood lights as required. Balloon lighting, or equivalent, equipment shall be sufficiently ballasted and durable to withstand the anticipated weather conditions and vibrations from the host equipment.

c. Construction Equipment Lights. All construction equipment, including rollers, backhoes, loaders, and other equipment operating in areas not illuminated to a minimum of Level I Illumination, shall be equipped with a minimum of two suitable lights facing in each direction, to provide a minimum of 1 foot-candle of horizontal illumination measured 60 feet in front of and behind the equipment. In areas illuminated to a minimum of Level I, construction equipment may move unescorted. In non-illuminated areas, construction equipment shall be equipped with conventional vehicle headlights, shall be illuminated with flood lights on the vehicle, or shall be escorted to permit safe movement. Headlights shall not be permitted as the sole means of illumination while working.

d. Equipment Mounting. The Contractor shall provide suitable brackets and hardware to mount lighting fixtures and generators on machines and equipment. Mountings shall be designed so that light fixtures can be aimed and positioned as necessary to reduce glare and to provide the required illumination. Mounting brackets and fixtures shall not interfere with the equipment operator or any overhead structures, or utilities, and shall provide for secure connection of the fixtures with minimum vibration.

e. Portable Generators. The Contractor shall provide portable generators to furnish adequate power to operate all required lighting equipment. Fuel tank capacity and availability of fuel on site shall be sufficient to permit uninterrupted operation throughout the planned shift. Adequate switches shall be provided to control the various lights. All wiring shall be weatherproof and installed in accordance with 29 CFR 1926 Subpart K. All power sources shall be equipped with a Ground-Fault Circuit Interrupter.

2. Illumination Requirements. Balloon lights or equivalent lighting, and tower-mounted luminaires, whether fixed, portable, trailer-mounted, or equipment-mounted, shall be of sufficient wattage and/or quantity to provide the required level of illumination and uniformity over the area of operation while minimizing glare.

The uniformity of illumination, defined as the ratio of the average illumination to the minimum illumination over an area requiring an indicated illumination level, shall not exceed 5:1. Illumination levels on approach roadways should be increased sequentially to prevent motorists from becoming disoriented by rapid changes from full dark to very bright conditions.

Existing street and highway lighting shall not eliminate the need for the Contractor to provide lighting. Consideration will be given to the amount of illumination provided by existing lights in determining the wattage and/or quantity of lights to be provided. Such consideration shall be presented in the Contractor's lighting plan. In the event of any failure of the lighting system, nighttime operation(s) shall be discontinued until the required level of illumination is restored.

a. Illumination for moving operations. Equipment-mounted balloon lights, or equivalent low glare lighting visible from all directions, shall provide illumination to a minimum of 5 foot-candles measured at the work surface for 20 feet from the equipment on sides where workers generally work. Balloon lights or equivalent lighting shall be located to optimally illuminate the work area and enhance equipment visibility, mounted at a minimum height of 10 feet above the ground, and temporarily relocated as necessary to not interfere with overhead obstructions. Other types of equipment-mounted light sources shall be used as supplemental illumination around the equipment, where necessary, to carry out the work safely and adequately. The hopper, auger, and screed areas of pavers shall be uniformly illuminated. The operator's controls on all machines shall be illuminated. Tack shall be illuminated as it is applied.

In areas throughout the entire zone of mobile operations without existing roadway lighting, light towers shall be located at maximum intervals of 500 feet. The Contractor shall provide illumination to a minimum of 5 foot-candles at locations where miscellaneous or incidental tasks, such as saw cutting, are performed. The illumination shall be accomplished via floodlights or balloon lights (or equivalent) mounted to a truck, cart, or terrain vehicle, tow behind trailer lights, lights on light stands, or other suitable means. No tasks shall be performed without adequate illumination.

The Contractor shall furnish adequate illumination for Department construction inspection and quality assurance. The illumination shall be accomplished via floodlights or balloon lights (or equivalent) mounted to a truck, cart, or terrain vehicle, tow behind trailer lights, lights on light stands, or other suitable means. The Contractor shall furnish and maintain illumination equipment. The Contractor shall provide a minimum of 10 foot-candles in locations where the Department's representatives will perform tasks such as core drilling, density testing, and concrete testing.

b. Level I (5 foot-candles) for static operations. Level I illumination shall be provided for all areas of general construction operations to include all work operations by Contractor's personnel, including work zone traffic control set-up and operations, staging, excavation, cleaning and sweeping, pavement marking, spoil disposal, landscaping, planting, and seeding, layout and measurements ahead of the actual work, borrow areas, spoil areas, and truck cleanout areas. Level I illumination shall be provided near the beginning of lane closure tapers and at road closures for nighttime work zones, including the setup and removal of the closure tapers. Level I illumination shall be provided a minimum of 400 feet ahead and 800 feet behind a paving or milling machine, or for the entire area of pavement work if less than this distance. This area shall be extended as necessary to incorporate all vehicle and equipment operations associated with the paving operation.

The only exception to the requirement for Level I illumination throughout the area of construction operations is that finish rollers can work beyond the area of Level I illumination using sufficient lights mounted on the roller.

c. Level II (10 foot-candles) for static operations. Level II illumination shall be provided for flagging stations, asphalt paving, milling, and concrete placement and/or removal operations, including bridge decks, 50 feet ahead of and 100 feet behind a paving or milling machine. Illumination shall be set-up to avoid adverse backlighting, a condition which presents the object intended to be illuminated as a shadow due to a bright light from behind.

d. Level III (20 foot-candles) for static operations. Level III illumination shall be provided for pavement or structural crack filling, joint repair, pavement patching and repairs, installation of signal equipment or other electrical/mechanical equipment, and other tasks involving fine details or intricate parts and equipment.

3. Glare Control. All lighting shall be designed, installed, and operated to avoid glare that affects traffic on the roadway or that causes annoyance or discomfort for residences adjoining the roadway. The Contractor shall locate and aim lighting fixtures to provide the required level of illumination and uniformity in the work zone without the creation of objectionable glare. The Engineer will determine when glare exceeds acceptable levels, either for traffic or for adjoining residences.

The Contractor shall provide shields, visors, or louvers on luminaires as necessary to reduce objectionable levels of glare. As a minimum, the following requirements shall be met to avoid objectionable glare on roadways open to traffic in either direction:

a. Tower-mounted luminaires shall be aimed either generally parallel or perpendicular to the roadway.

b. Luminaires shall be aimed such that the angle between the center of the beam axis and the vertical mounting pole is no greater than 45^{o}.

c. No luminaires shall be permitted that provide a luminous intensity greater than 20,000 candelas at an angle of 72^{o} above the vertical.

d. Except where prevented by overhead utilities or structures, towers shall be extended to their full working height when in use to reduce glare and provide uniform illumination**.**

619-3.20 Traffic Control Supervisor. When indicated in the contract documents, the Contractor shall provide a dedicated traffic control supervisor having adequate training, experience, and authority to implement and maintain all traffic control operations. The traffic control supervisor shall not be assigned other duties that interfere with performance as a traffic control supervisor.

The traffic control supervisor shall be adequately trained in traffic control operations by recognized training programs, including the American Traffic Safety Services Association “Traffic Control Supervisor”, the National Safety Council, unions, or construction industry associations, or by an individual instructor from such a program. Traffic control supervisors not competent to the satisfaction of the Engineer shall be replaced immediately.

During setup and removal of lane closures and other traffic control setups, the traffic control supervisor shall be assisted by additional workers as necessary. The traffic control supervisor shall patrol the contract area to ensure that conditions on the site are adequate for public safety and convenience at all times, to monitor worker safety from intrusions into the work area, and to ensure that the work adheres to the provisions for work zone traffic control. The traffic control supervisor shall ensure signs, channelizing devices, barricades, barrier, impact attenuators and other traffic control devices are adjusted and maintained as necessary. The Contractor shall provide workers to install, maintain, adjust, and remove traffic control devices as required by the work operations.

When the work does not require closure of an active lane, roadway, or ramp; when no construction operations occur within 30 feet of active traffic lanes; and when there is no delivery of materials or equipment; the Engineer may waive the requirements for a traffic control supervisor.

619-3.21 Temporary Structures and Approaches.

The Contractor shall design, construct, maintain, relocate, and remove temporary structures and their approaches at the location(s) shown in and in accordance with the contract documents. The Contractor shall install temporary structures and their approaches, including any required earth support structures and any necessary appurtenances, in a manner and sequence that interference with and inconvenience to the traveling public and abutting properties is kept to a minimum. The Contractor shall be responsible for the workmanship, upkeep, and safety of all temporary structures and approaches.

When specific details are not included in the contract documents, or when the Contractor receives approval to deviate from the contract documents, the Contractor shall design all elements of the temporary structure and approaches including the railing system, on the structure and its approaches.

The design of temporary structures and their approaches shall be in conformance with the NYSDOT Load and Resistance Factor Design (LRFD) Bridge Design Specifications, the only design live load shall be HL-93, in addition to any anticipated construction or pedestrian loading. Alternatively, the design shall be in conformance with the NYSDOT Standard Specifications for Highway Bridges, the minimum design live load shall be AASHTO HS 20. All structures and approaches that are expected to be in service for more than 5 years, shall be designed as a permanent structure in accordance with the NYSDOT Load and Resistance Factor Design (LRFD) Bridge Design Specifications.

The bridge rail shall be designed for loads commensurate with those specified for TL-2 unless a higher level is shown in the project plans. The Contractor shall also be responsible for designing, furnishing, and installing the transition from bridge rail to highway rail for the temporary structure.

All design computations and associated working drawings shall bear the stamp and signature of a Professional Engineer and shall be submitted to the Engineer who will forward to the DCES for review. Design for non-highway temporary bridges shall be in accordance with AASHTO specifications for the design codes, loading, railing/barrier, ADA requirements and vertical clearance it is intended to serve or as specified in the project plans.

All fabrication and construction of a temporary structure shall conform to the AASHTO Standard Specifications for Highway Bridges, Division II or the AASHTO LRFD Bridge Construction Specifications, except as modified herein. Fabrication shall be performed by a fabricator that is certified by AISC for the type of work being performed. For fracture-critical member (FCM) work, the fabricator shall also have an FCM endorsement through AISC. The Contractor shall notify the DCES of the fabrication schedule at least 21 calendar days prior to commencement of any non-pre-engineered proprietary shop fabrication.

All welding required for the fabrication of temporary steel structures shall be performed in accordance with the provisions of the NYS Steel Construction Manual.

The Contractor is responsible for furnishing and installing any stone fill slope protection in accordance with Section 620 used to guard against erosion and/or scour of the end slopes and all temporary substructures. The type of the fill slope protection shall be as shown in the contract plans and paid under Item 619.05nn.

If the bridge connects sidewalk at each end of the bridge, payment for all approach sidewalk and earthwork necessary to connect the temporary structure with the existing sidewalk system shall be as shown in the contract plans and paid under Item 619.05nn.

A. Submittals. Prior to beginning construction of any temporary structure designed by the Contractor, the Contractor shall submit detailed plans and calculations to the Engineer who will forward to the DCES for review and approval in accordance with §585-3.03 Working Drawings. The review by the DCES, does not and shall not relieve the Contractor of the responsibility for the adequacy and design of the temporary structures and approaches.

All design computations and associated working drawings shall bear the stamp and

signature of the Professional Engineer. Load ratings shall be computed using the Load Factor Design (LFD) or Allowable Stress Design (ASD) methodology. The Inventory and Operation load ratings shall be based on an AASHTO HS-20 live loading. Additionally, if the structure was designed using the NYSDOT LRFD Bridge Design Specifications, the load ratings shall also be computed by the Load and Resistance Factor Rating (LRFR) method. LRFR ratings shall be provided at the Inventory and Operating levels as rating factors of the AASHTO HL-93 live load. All Load Ratings shall be calculated in accordance with AASHTO's Manual for Bridge Evaluation.

Prior to opening the temporary structures to highway traffic, the Contractor shall submit the Request for Bridge Identification Number and General Bridge Inventory Report forms. Upon removal of the temporary bridge, the Contractor shall submit a Bridge Deletion Report. Inventory forms and guidance including Request for Bridge Identification Number, General Bridge Inventory Report, Closed Bridge Report, and Bridge Deletion Report are located at *https://www.dot.ny.gov/divisions/engineering/structures/manuals/bridge-inventory-manual*.

B. Inspection. Prior to opening a temporary structure to traffic, the structure shall be inspected by a Professional Engineer who shall certify in writing to the Engineer that the structure was constructed in accordance with the design.

The Contractor shall have the temporary structure inspected, under the direction of a Professional Engineer, by a person experienced in bridge construction, at least once a month. Any issues affecting the safety, strength, or serviceability of the bridge must be immediately rectified by the Contractor.

Upon request, the Contractor shall provide NYSDOT Inspection staff access to temporary structures open to highway traffic to perform mandated inspections pursuant to NYS Uniform Code of Bridge Inspection (UCBI), the Federal Code of Regulations National Bridge Inspection Standards (NBIS), and the Bridge Inspection Manual including, but not limited to:

- Initial Inspection – performed within 60 days of structure opening to public highway traffic.
- Routine Inspection – Subsequent inspections shall be allowed in conformance with UCBI, NBIS and the Bridge Inspection Manual requirements.

The Contractor is the responsible party, as specified in the Bridge Inspection Manual (Inspection Flagging Procedure), for responding to all Safety and Structural Flags issued during the inspection

619-3.22 Pavement Patching. The Contractor shall furnish and install materials suitable to provide temporary pavement patching on paved surfaces where vehicular, bicycle or pedestrian traffic is to be maintained, including the traveled way, shoulders, sidewalks, and other paved surfaces damaged by traffic or environmental factors and not by the Contractor's operations. During periods of active work on the contract, the Contractor shall complete patching on a daily basis, as needed. The Contractor shall install pavement patching at locations identified by the Engineer within 24 hours of notification.

The Contractor shall perform pavement patching to provide a relatively smooth, uniform driving surface suitable for safe travel at the posted speed limit. Pavement patching shall be placed to repair surface irregularities including, but not limited to, holes, depressions, cracks, and uneven joints. Areas to be patched shall be adequately cleaned and tack-coated and patching material shall be thoroughly compacted with a tamper or roller to the satisfaction of the Engineer.

619-3.23 Mailboxes. In the event the original mounting post has been lost, damaged, is unusable, or is not consistent with U.S. Postal Service requirements, the Contractor shall furnish and install a new mounting post and/or mailbox with mounting post at the designated location and at the proper height in accordance with the requirements of the U.S. Postal Service. The replacement mailbox shall be of a similar or larger size than the original. Where the mailbox will be placed over a guide rail and/or other

location where the postal patron will have easiest access to the rear of the mailbox, the replacement mailbox shall be one having a door on each end.

619-4 METHOD OF MEASUREMENT

619-4.01 General. (None Specified.)

619-4.02 Basic Work Zone Traffic Control. The work under basic work zone traffic control will be measured for payment on a lump sum basis.

619-4.03 Basic Work Zone Traffic Control (Daily Operations). The work under basic work zone traffic control (daily operations) will be measured for payment on a lump sum basis.

619-4.04 Temporary Business Signs. The quantity to be measured for payment will be in square feet to the nearest 0.1 square feet of business signs installed.

619-4.05 Covering or Removal of Pavement Markings. The quantity to be measured for payment will be in feet to the nearest whole foot along the centerline of the pavement stripes covered or removed. No measurement will be made for the gaps between broken and dotted line segments. If preformed tape is used to cover an existing line, payment will be based on the width of the line covered. Measurement for covering or removal of striping with a width greater than 4 inches will be made by the following method:

$$\frac{\text{Width of Striping (in)} \times \text{Number of Feet}}{4 \text{ (in)}}$$

Letters and symbols will be measured by each unit covered or removed. A unit will consist of one letter or one symbol except that a double-headed arrow will be measured as two units and triple headed arrow will be measured as three units. Example: "SCHOOL" would be measured as six units. Each R in a railroad crossing marking will be measured as a single unit, but the "X" will be measured by the number of feet of 4 inch stripe.

619-4.06 Temporary Pavement Markings. The quantity to be measured for payment will be in feet to the nearest whole foot along the centerline of the pavement stripes installed, and will be based on a 4 inch wide stripe. No measurement will be made for the length of skips in the dashed line. Measurement for installation of striping with a width greater than 4 inches will be made by the following method:

$$\frac{\text{Width of Striping (in)} \times \text{Number of Feet}}{4 \text{ (in)}}$$

619-4.07 Interim Pavement Markings. The quantity to be measured for payment will be in feet to the nearest whole foot along the centerline of the pavement stripes installed, and will be based on a 4 inch wide stripe. No measurement will be made for the length of skips in the dashed line. Measurement for installation of striping with a width greater than 4 inches will be made by the following method:

$$\frac{\text{Width of Striping (in)} \times \text{Number of Feet}}{4 \text{ (in)}}$$

Letters and symbols will be measured by each unit installed. A unit will consist of one letter or one symbol except that a double-headed arrow will be measured as two units and triple headed arrow will be measured as three units. Example: “SCHOOL” would be measured as six units. Each R in a railroad crossing marking will be measured as a single unit, but the “X” will be measured by the number of feet of 4 inch stripe.

619-4.08 Temporary Rumble Strips. The quantity to be measured for payment will be in feet to the nearest whole foot of individual temporary rumble strip installed, measured transverse to the direction of traffic flow.

619-4.09 Interim Tubular Markers. The quantity to be measured for payment will be the number of interim tubular markers installed.

619-4.10 Portable Variable-Message Signs (PVMS) and Truck Mounted Variable Message Signs (TMVMS). The quantity of PVMS or TMVMS with a pay unit of each to be measured for payment will be the number of signs provided. The quantity of PVMS or TMVMS with a pay unit of weeks to be measured for payment will be in weeks to the nearest whole week.

619-4.11 Type III Construction Barricades. The quantity to be measured for payment will be the number of barricade units installed.

619-4.12 Temporary Positive Barrier. . The quantity to be measured for payment of temporary positive barrier will be in feet to the nearest foot along the centerline of temporary positive barrier installed.

The quantity to be measured for payment of Box Beam to Flared Temporary Concrete Barrier Transition will be the number of such transitions installed.

The quantity to be measured for payment of Box Beam to Unflared Temporary Concrete Barrier Transition will be the number of such transitions installed.

The quantity to be measured for payment of Temporary Concrete Barrier Face to Box Beam Transition will be the number of such transitions installed.

The quantity to be measured for payment of Temporary Concrete Barrier Back to Box Beam Transition will be the number of such transitions installed.

The quantity to be measured for payment of Corrugated Beam to Flared Temporary Concrete Barrier Transition will be the number of such transitions installed.

The quantity to be measured for payment of Temporary Concrete Barrier Face to Corrugated Beam Transition will be the number of such transitions installed.

The quantity to be measured for payment of Temporary Concrete Barrier Back to Corrugated Beam Transition will be the number of such transitions installed.

619-4.13 Temporary Glare Screen. The quantity to be measured for payment will be in feet to the nearest whole foot along the length of the temporary glare screen installed.

619-4.14 Temporary Impact Attenuator. The quantity to be measured for payment will be the number of temporary impact attenuators installed.

619-4.15 Temporary Sand Barrel Arrays. The quantity to be measured for payment will be the number of individual sand barrel modules installed.

619-4.16 Vehicle Arresting Barrier. The quantity to be measured for payment will be the number of barriers installed.

619-4.17 Maintain or Modify Traffic Signal Equipment. The quantity of signalized intersections maintained to be measured for payment will be in months to the nearest 1/4 month. The quantity of traffic signal equipment modified to be measured for payment will be on an each location basis.

619-4.18 Temporary Traffic Signals. The work under temporary traffic signals will be measured for payment on an each location basis. A location shall be defined as a work zone site that can operate from

one traffic signal controller, whether it be an intersection or in lieu of work zone flagging. If PTSs are moved and operated at the same location on the same day, no additional payment will be made.

619-4.19 Nighttime Operations. The work under nighttime operations will be measured for payment on a lump sum basis.

619-4.20 Traffic Control Supervisor. The work under traffic control supervisor will be measured for payment on a monthly basis to the nearest 1/4 month.

619-4.21 Temporary Structures and Approaches. The work performed under temporary structures and approaches will be measured for payment on a lump sum basis.

619-4.22 Pavement Patching.

619-4.22 A. Pavement Patching (Force Account). The work under Pavement Patching (Force Account) will be measured for payment on a Dollars-Cents basis.

619-4.22 B. Pavement Patching (Tonnage). The work under Pavement Patching (Tonnage) will be measured for payment in tons of asphalt placed. No quality units are associated with this item.

619-4.23 Mailboxes. The quantity to be measured for payment will be the number of mailboxes installed in accordance with the contract documents or as directed by the Engineer. Mailboxes installed for the Contractor's convenience or due to damage during the contract period will not be compensated for.

619-4.24 Portable Temporary Rumble Strips (PTRS). PTRS arrays will be measured by Device-Day. When measured by Device-Day the quantity will be the number of devices (PTRS arrays) used each calendar day which are satisfactorily furnished, installed, maintained, and operated at each work zone location. If PTRS arrays are utilized at more than one work zone location on the same day, the total number of PTRS array-days measured for payment will be the total number of PTRS arrays setup on that day.

For the purpose of this specification, one Device-Day is defined as one PTRS array, set up and in use in a calendar day exceeding one hour. Two Device-Days is one PTRS array over two days or two PTRS arrays used on one day. A PTRS array relocated within the same work zone on the same day or same shift will count as one PTRS array.

619-4.25 Automated Flagger Assistance Devices (AFAD). The quantity measured for payment will be the number of AFAD's used each day which are satisfactorily furnished, installed, maintained, and operated at each work zone location. If AFAD's are operated at more than one work zone location on the same day, the total number of AFAD-days measured for payment will be the total number of AFAD setup on that day, however no additional payment will be made for AFAD's relocated within the same work zone on the same day. Work shifts spanning over two consecutive calendar days will be considered to occur on the "same day". For the purpose of this specification, one AFAD-Day is defined as two AFAD's, set up and in use for a portion of a day exceeding one hour.

619-5 BASIS OF PAYMENT

619-5.01 General. The price bid shall include all labor, materials, and equipment necessary to complete the work. No payment will be made for damage caused by vehicle accidents, vandalism, or any other similar causes.

A. Non-Payment. For each calendar day during which there are substantial deficiencies in compliance with the requirements of this section, no payment will be made under basic work zone traffic control. The amount of such calendar day nonpayment will be deducted from monies due the Contractor in accordance with Table 619-6 *Basic Work Zone Traffic Control Nonpayment*.

TABLE 619-6 BASIC WORK ZONE TRAFFIC CONTROL NON-PAYMENT		
Original Contract Amount		Nonpayment Amount
From More Than	To and Including	
$ 0	$ 500,000	$ 200
$ 500,000	$ 2,000,000	$ 400
$ 2,000,000	$ 5,000,000	$ 500
$ 5,000,000	$ 10,000,000	$ 750
$ 10,000,000	$ 20,000,000	$ 1,000
$ 20,000,000	-----	$ 3,000

B. Liquidated Damages. If the Contractor fails to adequately correct substantial cited deficiencies within 24 hours of notification by the Engineer for any item under this section, or those deficiencies reoccur on a subsequent, but not necessarily concurrent calendar day, liquidated damages will be assessed for each calendar day or part thereof in addition to non-payment for deficiencies.

C. Major Non-Conformance. Where major non-conformance with the requirements of this specification is noted by the Engineer, and prompt Contractor compliance is deemed not to be obtainable, the Engineer may stop contract work.

Where major non-conformance with the requirements of this specification is noted by the Engineer, and the Contractor fails to correct deficiencies for a period of 24 hours, the Department may correct the adverse conditions by any means deemed appropriate and will deduct the cost of the corrective work from any monies due the Contractor. The cost of this corrective work will be in addition to the non-payment for basic work zone traffic control, non-payment of any other items of work under this section and liquidated damages assessed.

619-5.02 Basic Work Zone Traffic Control. The lump sum price bid for basic work zone traffic control shall include all labor, materials, and equipment necessary to complete the work. Construction signs; arrow panels; warning lights on signs, barricades, and channelizing devices; the cost of temporarily terminating guide rail, median barrier, or bridge rail during non-work hours; work required to maintain drainage facilities during construction operations; and dust control shall be included in the lump sum price bid for basic work zone traffic control. Removal of debris from drainage features that was present at the time of contract award shall be paid for separately.

Progress payments will be made at 10 percent of the lump sum price when the initial construction sign installation is complete, as determined by the Engineer, and an additional 10 percent of the lump sum price bid when 10 percent of the contract work, excluding basic work zone traffic control, contingency items, and mobilization, has been completed. The remaining 80 percent will be paid in subsequent contract payments, in proportion to the amount of other contract work completed, less any non-payment for deficient work zone traffic control. If the contract completion date is extended, no additional payment will be made for basic work zone traffic control.

619-5.03 Basic Work Zone Traffic Control (Daily Operations). The lump sum price bid for basic work zone traffic control (daily operations) shall include all labor, materials, and equipment necessary to complete the work. Construction signs; arrow panels; warning lights on signs, barricades, and channelizing devices; and the cost of temporarily terminating guide rail, median barrier, or bridge rail during non-work hours; shall be included in the lump sum price bid for basic work zone traffic control (daily operations).

Progress payments will be made at 10 percent of the lump sum price when the initial construction sign installation is complete, as determined by the Engineer, and an additional 10 percent of the lump sum price bid when 10 percent of the contract work, excluding basic work zone traffic control, contingency items, and mobilization, has been completed. The remaining 80 percent will be paid in subsequent contract payments, in proportion to the amount of other contract work completed, less any non-payment for deficient work zone traffic control. If the contract completion date is extended, no additional payment will be made for basic work zone traffic control.

619-5.04 Business Signs. The unit price bid for temporary business signs shall include the cost of labor, materials, and equipment necessary to complete the work, including sign supports.

619-5.05 Covering or Removal of Pavement Markings. The unit price bid for the covering or removal of pavement markings shall include the cost of all labor, materials, and equipment necessary to complete the work, including the costs of any repairs or replacement of damaged pavement or existing pavement markings resulting from pavement marking removal operations.

619-5.06 Temporary Pavement Markings. The unit price bid for temporary pavement markings shall include the cost of furnishing all labor, materials, and equipment necessary to complete the work.
Payment shall be provided each time temporary pavement markings are first applied on a pavement course in accordance with the contract requirements.

No additional payment shall be provided for the installation of construction signs, temporary delineators, and channelizing devices necessitated by the Contractor's failure to place temporary pavement markings before the pavement is opened to traffic, or for temporary roadside pavement channelization, until edge lines are placed. No additional payment shall be provided for markings required because the Contractor failed to place the next pavement course or the final pavement markings within 30 calendar days.

619-5.07 Interim Pavement Markings. The unit price bid for interim pavement markings shall include the cost of furnishing all labor, materials, and equipment necessary to complete the work. The work to remove traffic paint or epoxy paint will be paid for separately.

619-5.08 Temporary Rumble Strips. The unit price bid for temporary rumble strips shall include the cost of all labor, materials, and equipment necessary to complete the work. Payment will include the cost of pavement cleaning, asphalt concrete, and other materials used to form or fill in the rumble strips and tack coat. On multiyear contracts where it is desired to have rumble strips in place for more than one construction season, the rumble strips will be paid for separately each year they are installed.

619-5.09 Interim Tubular Markers. The unit price bid for interim tubular markers shall include the cost of furnishing all labor, materials, and equipment necessary to complete the work, including removal and the cost of replacing damaged markers. Interim tubular markers that are in satisfactory condition may be relocated. When interim tubular markers are relocated, payment will be made for another interim tubular marker.

619-5.10 Portable Variable-Message Signs (PVMS) and Truck Mounted Variable Message Signs (TMVMS). The unit price bid for PVMS or TMVMS shall include the cost of all labor, materials, testing and equipment necessary to complete the work, including cellular telephone service initial start-up and monthly charges for the cellular communications option. The TMVMS does not require cellular communications service.

Progress payments for PVMS or TMVMS with a pay unit of each will be made for 90 percent of the unit price bid when each unit has been satisfactorily installed and is operational at the first location. The remaining 10 percent will be paid upon removal.

619-5.11 Type III Construction Barricades. The unit price bid for Type III construction barricades shall include all labor, materials, and equipment necessary to complete the work, including lighting when required. When barricades are relocated or the diagonal stripes are changed to allow traffic to pass on the other side of the barricade, additional payment will be made for another barricade. Movements of the barricade from one side of the roadway to the other side, movements within 100 feet of the initial location, or daily replacement to approximately the same location, not requiring any change in the diagonal stripes, will not be considered as relocation, and will not be paid for as additional barricades.

No payment will be made for Type III construction barricades used at the option of the Contractor in lieu of channelizing devices.

619-5.12 Temporary Positive Barrier. The unit price bid for temporary positive barrier shall include all labor, materials, and equipment necessary to satisfactorily complete the work, including any required connection devices, end treatments, end section pinning, temporary delineation and repair of pavement after removal of temporary positive barrier. Temporary impact attenuators, if required, will be paid for separately. When temporary positive barriers are relocated, except movements necessary to maintain, realign, or replace damaged units and daily relocation of segments to allow access to the work area which are restored at the end of the work shift, additional payment for the relocation will be made for additional length of temporary concrete barrier.

The unit price bid for temporary positive barrier – Category X shall include the cost of furnishing all labor, materials, and equipment necessary to satisfactorily complete the work, including pinning.

The unit price bid for warning lights on temporary positive barrier with shall include the cost of furnishing all labor, materials, equipment, and electrical power necessary to complete the work. Should a barrier that is equipped with warning lights be moved to a new location where temporary concrete barrier with warning lights is required, payment will be made for additional warning lights on temporary positive barrier.

The unit price bid for Box Beam to Flared Temporary Concrete Barrier Transition shall include the cost of furnishing all labor, materials, and equipment necessary to satisfactorily complete the work, including removal and replacement or resetting of existing rail; placement and removal of the temporary berm; seeding of the disturbed area; and replacement of rail with holes in its face. No separate payment will be made for box beam used to provide an overlap.

The unit price bid for Box Beam to Unflared Temporary Concrete Barrier Transition shall include the cost of furnishing all labor, materials, and equipment necessary to satisfactorily complete the work, including removal and replacement or resetting of existing rail: furnishing of Transition End Pieces, rub rail heavy posts and blockouts; and replacement of rail with holes in its face.

The unit price bid for Temporary Concrete Barrier Face to Box Beam Transition shall include the cost of furnishing all labor, materials, and equipment necessary to satisfactorily complete the work, including removal and replacement or resetting of existing rail and furnishing of box beam tapered end piece.

The unit price bid for Temporary Concrete Barrier Back to Box Beam Transition shall include the cost of furnishing all labor, materials, and equipment necessary to complete the work, including removal and replacement or resetting of existing rail and replacement of rail with holes in its face. No separate payment will be made for box beam used to provide an overlap.

The unit price bid for Corrugated Beam to Flared Temporary Concrete Barrier Transition shall include the cost of furnishing all labor, materials, and equipment necessary to satisfactorily complete the work, including removal and replacement or resetting of existing rail; placement and removal of the temporary berm; seeding of the disturbed area; and furnishing and removal of terminal rail section. No separate payment will be made for corrugated beam used to provide an overlap.

The unit price bid for Temporary Concrete Barrier Face to Corrugated Beam Transition shall include the cost of furnishing all labor, materials, and equipment necessary to satisfactorily complete the work, including removal and replacement or resetting of existing rail and furnishing and removal of W beam end piece.

The unit price bid for Temporary Concrete Barrier Back to Corrugated Beam Transition shall include the cost of furnishing all labor, materials, and equipment necessary to complete the work, including removal and replacement or resetting of existing rail and furnishing and removal of terminal rail section. No separate payment will be made for corrugated beam used to provide an overlap.

Progress payments will be made at the unit price bid for 90 percent of the quantity, after placement and demonstration of satisfactory operation. The remaining 10 percent will be paid upon removal. No payment will be made for temporary concrete barrier installed at the Contractor's option, required solely due to a delay caused by the Contractor's operations, or installed to protect pavement edge drop-offs, unless required in the contract documents.

619-5.13 Temporary Glare Screen. The unit price bid for temporary glare screen shall include all labor, materials, and equipment necessary to complete the work. When glare screens are relocated, except movements necessary to maintain, realign, or replace damaged units and daily relocation of temporary positive barrier segments with glare screen attached to allow access to the work area which are restored at the end of the work shift, additional payment will be made for the length of glare screen relocated. No payment will be made for repair or replacement of damaged components.

619-5.14 Temporary Impact Attenuator. The unit price bid shall include the cost of all labor, materials, and equipment necessary to complete the work, including the connection to temporary or existing barrier, the back-up system, the pad, if indicated, and any excavation or backfill. When attenuators are relocated, payment will be made for a new temporary impact attenuator, except minor movements within a site, such as movements to maintain, realign, or adjust an attenuator. No payment will be made to repair, restore or replace an attenuator damaged by public traffic or by the Contractor's operations.

Progress payments will be made based on the unit price bid as follows: 90 percent when the attenuator is adequately installed and operational; the remaining 10 percent will be paid upon removal.

619-5.15 Temporary Sand Barrel Arrays. The unit price bid for temporary sand barrel arrays shall include the cost of all labor, materials and equipment necessary to complete the work, including the cost of the sand fill and salt additive. Replacement of individual modules damaged by public traffic will be paid for at the unit price bid for each temporary sand barrel. Relocation of barrels to a new location will be paid for as a new installation.

Progress payments will be made based on the unit price bid as follows: 90 percent when the barrels are adequately installed and operational; the remaining 10 percent will be paid upon removal.

619-5.16 Vehicle Arresting Barrier. The unit price bid for vehicle arresting barrier shall include the cost of all labor, materials, and equipment necessary to complete the work. No payment will be made to repair, restore, or replace an attenuator damaged by public traffic or by the Contractor's operations.

619-5.17 Maintain or Modify Traffic Signal Equipment. The unit price bid for maintaining traffic signal equipment shall include the cost of all labor, materials, and equipment necessary to perform the work, with the exception of inductance loop replacement, if necessary, which will be paid for separately. The cost of the electric power shall be the responsibility of the original maintaining agency. No payment will be made during any period for which the Contractor has been granted an extension of time with engineering charges. The unit price bid for modifying traffic signal equipment per location shall include the cost of all labor, materials, and equipment necessary to perform the work.

619-5.18 Temporary Traffic Signals. The unit price bid for temporary traffic signals per location shall include the cost of all labor, materials, and equipment necessary to complete the work, including the cost of electric power necessary to operate the signal until its removal is approved or directed by the Engineer. A location may be an intersection, a work zone with two or more signal faces interconnected and operating

together, or other limits as defined in the contract documents. Portable or temporary traffic signals used at the Contractor's option in lieu of flaggers shall be included in the lump sum price bid for basic work zone traffic control.

Progress payments will be made at 50 percent of the unit price bid for each location after installation and demonstration of satisfactory operation. The remaining 50 percent will be paid in progress payments per week of temporary traffic signal provided. The amount of such weekly payment will be determined by dividing 50 percent of the unit price bid by the number of weeks the temporary traffic signal is to remain in operation, as shown on the approved progress schedule.

619-5.19 Nighttime Operations. The lump sum price bid for portable lighting shall include all labor, materials, and equipment necessary to complete the work, including the cost to adapt equipment and provide power to light sources.

Progress payments will be made based on the lump sum price bid as follows: 20 percent when the Nighttime Operations and Lighting Plan has been accepted and satisfactory lighting of nighttime operations has begun; the remaining 80 percent will be paid in progress payments per week of nighttime operations completed. The amount of such weekly payment will be determined by dividing 80 percent of the lump sum amount bid by the number of weeks of nighttime operations in the approved Nighttime Operations and Lighting Plan.

619-5.20 Traffic Control Supervisor. The unit price bid for traffic control supervisor shall include the cost of furnishing all labor, materials, equipment, training, and direct supervision necessary to provide and support the activities of a traffic control supervisor.

619-5.21 Temporary Structures and Approaches. The lump sum price bid for temporary structures and approaches shall include the cost of all labor, materials, and equipment necessary to complete the work including design preparation, submittals, and inspection of the structure.

Progress payments will be made at the unit price bid for 90 percent of the quantity after the temporary structures and approaches are complete and operable. The remaining 10 percent will be paid upon removal.

619-5.22 Pavement Patching.

619-5.22 A. Pavement Patching (Force Account). Payment shall include the cost of furnishing all labor, materials, and equipment necessary to patch pavement, including mobilization of work crews and work zone traffic control. Payment will be based on force account records submitted to the Engineer, in accordance with §109-05 *Extra Work and Time Related Compensation*.

619-5.22 B. Pavement Patching (Tonnage). The unit price bid shall include the cost of furnishing all labor, materials, and equipment necessary to patch pavement. No additional payment for mobilization or work zone traffic control will be paid under this item, even if no other work, at the time of the patching, is being performed on the contract.

619-5.23 Mailboxes. The unit price bid for mailboxes shall include all labor, materials, and equipment necessary to complete the work. Only one payment for each mailbox will be made regardless of the number of times it is moved or replaced and shall be made when the mailbox has been placed in its final location. Where multiple mailboxes are installed on a single post, payment will be based upon the number of individual mailboxes so installed.

619-5.24 Portable Temporary Rumble Strips (PTRS). The price bid shall include the cost of furnishing all labor, materials, and equipment necessary to satisfactorily complete the work. Pavement cleaning, if necessary, shall be included.

619-5.25 Automated Flagger Assistance Devices (AFAD). The unit price bid shall include the cost of all labor, materials, and equipment necessary to satisfactorily complete the work. The cost of advance warning signs shall be included in the unit bid price for Item 619.01 – Basic Work Zone Traffic Control.

Payment will be made under:

Item No.	Item	Pay Unit
619.01	Basic Work Zone Traffic Control	Lump Sum
619.0101	Basic Work Zone Traffic Control (Daily Operations)	Lump Sum
619.04	Type III Construction Barricades	Each
619.05nn	Temporary Structures and Approaches	Lump Sum
619.0701	Temporary Business Signs	Square Feet
619.0801xx	Remove Pavement Marking Stripes	Feet
619.0802xx	Remove Pavement Marking Letters or Symbols xx = Material 01 = Traffic Paint, 02 = Epoxy Paint, 06 = Permanent Pavement Tape	Each
619.0803	Cover Existing Pavement Marking Stripes (Removable Tape)	Feet
619.0804	Cover Existing Pavement Marking Letters or Symbols (Removable Tape)	Each
619.09xx	Temporary Pavement Markings, Stripes xx = Material 01= Traffic Paint, 03= Removable Tape, 04= Removable Wet Reflective Tape	Feet
619.1001xx	Interim Pavement Markings, Stripes	Feet
619.1002xx	Interim Pavement Markings, Symbols	Each
619.1003xx	Interim Pavement Markings, Letters xx = Material 01= Traffic Paint, 02= Epoxy Paint, 03= Removable Tape, 04= Removable Wet Reflective Tape, 05= Traffic Paint Supplemented with Raised Markers	Each
619.1105XY	Portable Variable Message Sign (PVMS) Standard size – Full Matrix (LED)	Each
619.1106XY	Portable Variable Message Sign (PVMS) Standard size – Full Matrix (LED)	Week
619.1107XY	Portable Variable Message Sign (PVMS) Large size - Full Matrix (LED)	Each
619.1108XY	Portable Variable Message Sign (PVMS) Large size - Full Matrix (LED)	Week
619.1109XY	Portable Variable Message Sign (PVMS) Small size - Full Matrix (LED)	Each
619.1110XY	Portable Variable Message Sign (PVMS) Small size - Full Matrix (LED)	Week
619.1111XY	Portable Variable Message Sign (PVMS) Standard size – Line or character matrix (LED)	Each
619.1112XY	Portable Variable Message Sign (PVMS) Standard size – Line or character matrix (LED)	Week

XY = Options

X= Equipment Options Y= Cellular Communication Options

1 = No optional equipment specified 1 = No Cellular Communications required
2= Radar 2 = Cellular Communications
3= CCTV Camera 3 = Cellular Communication with NTCIP compliance
4= Radar & CCTV Camera

619.1113	Truck Mounted Variable Message Signs (TMVMS)	Each
619.1114	Truck Mounted Variable Message Signs (TMVMS)	Week
619.12	Temporary Glare Screen	Feet
619.13XXnn	Temporary Traffic Signals	Each Location
XX= Type		
01 – Temporary Timber Pole System		
02 – Portable Traffic Signal System		
619.14	Automated Flagger Assistance Device (AFAD)	DVDY
619.1611	Maintain Traffic Signal Equipment (Requirement A) Intersection	Month
619.1612	Maintain Traffic Signal Equipment (Requirement B) Intersection	Month
619.1613	Maintain Traffic Signal Equipment (Requirement C) Intersection	Month
619.1614nn	Modify Existing Traffic Signal Equipment (Temporary)	Each Location
619.1711	Temporary Positive Barrier – Category 1 (Pinning Prohibited)	Feet
619.1712	Temporary Positive Barrier – Category 2 (Pinning Permitted)	Feet
619.1713	Temporary Positive Barrier – Category 3 (Pinning Prohibited)	Feet
619.1714	Temporary Positive Barrier – Category 4 (Pinning Permitted)	Feet
619.1715	Temporary Positive Barrier – Category 5 (Pinning Prohibited)	Feet
619.1716	Temporary Positive Barrier – Category 6 (Pinning Required)	Feet
619.1717	Temporary Positive Barrier – Category 7 (Pinning and Box-Beam-Stiffening Required)	Feet
619.1719	Warning Lights on Temporary Positive Barriers	Each
619.1720	Box Beam to Flared Temporary Concrete Barrier Transition	Each
619.1721	Box Beam to Unflared Temporary Concrete Barrier Transition	Each
619.1722	Temporary Concrete Barrier Face to Box Beam Transition	Each
619.1723	Temporary Concrete Barrier Back to Box Beam Transition	Each
619.1724	Corrugated Beam to Flared Temporary Concrete Barrier Transition	Each
619.1725	Temporary Concrete Barrier Face to Corrugated Beam Transition	Each
619.1726	Temporary Concrete Barrier Back to Corrugated Beam Transition	Each
619.1802	Temporary Impact Attenuator - Redirective (Test Level 2)	Each
619.1803	Temporary Impact Attenuator - Redirective (Test Level 3)	Each
619.1812	Temporary Impact Attenuator - Gating (Test Level 2)	Each
619.1813	Temporary Impact Attenuator - Gating (Test Level 3)	Each
619.20	Interim Tubular Markers	Each
619.21	Temporary Sand Barrel Module	Each
619.22	Temporary Rumble Strips	Feet
619.2202	Portable Temporary Rumble Strips	DVDY
619.23	Vehicle Arresting Barrier	Each
619.24	Nighttime Operations (Entire Project)	Lump Sum
619.24nn	Nighttime Operations	Lump Sum
619.25	Traffic Control Supervisor	Month
619.2601	Pavement Patching (Force Acount) Dollars-Cents	
619.2602	Pavement Patching (Tonnage)	Tons
619.27	Mailboxes	Each

NOTE: nn denotes a serialized pay item.

DVDY denotes Devices per Day

~~SECTION 620 - BANK AND CHANNEL PROTECTION~~

~~(Last Revised May 1, 2019)~~

~~620-1 DESCRIPTION.~~ ~~This work shall consist of furnishing all labor, equipment, and materials to place a protective covering of erosion-resistant material in the locations indicated in the contract documents or as directed by the Engineer. The work shall be done in accordance with these specifications and in conformity with the lines, grades, thicknesses, and typical sections shown in the contract documents or established by the Engineer.~~

~~620-1.01~~ ~~Vacant.~~

~~620-1.02 Stone Filling.~~ ~~Stone filling shall consist of a layer of well graded stone.~~

~~620-1.03 Dry Rip-Rap.~~ ~~Dry rip-rap shall consist of a fitted layer of shaped and graded stone.~~

~~620-1.04 Grouted Rip-Rap.~~ ~~Grouted rip-rap shall consist of a layer of stone, similar to dry rip-rap, with the spaces between the stones filled with cement grout.~~

~~620-1.05 Bedding Material.~~ ~~Bedding material shall consist of a layer of granular material placed to prevent underlying finer material from passing into and through the stone filling or rip-rap.~~

~~620-1.06 Concrete Block Slope Paving.~~ ~~Concrete block slope paving shall consist of concrete blocks placed on embankment slopes under structures as protection against erosion.~~

~~620-1.07 Gabions.~~ ~~Gabions shall consist of open wire mesh baskets, filled with stones.~~

~~620-2 MATERIALS~~

~~620-2.01 General.~~ ~~The requirements for bank and channel protection materials are described below. The procedure for acceptance or rejection of stone filling and rip-rap materials shall be in conformance with the procedures contained in the geotechnical control procedure "*Procedure for the Control of Stone Filling and Rip-Rap Items*".~~

~~620-2.02 Stone Filling.~~ ~~Provide material meeting the requirements of §733-21 *Stone Filling* for the type of stone filling specified in the contract documents.~~

~~620-2.03 Dry Rip-Rap.~~ ~~Provide material meeting the requirements of §733-22 *Rip-Rap*, except for §733-22D *Grout*.~~

~~620-2.04 Grouted Rip-Rap.~~ ~~Provide material meeting the requirements of §733-22 *Rip-Rap*.~~

~~620-2.05 Bedding Material.~~ ~~Bedding material shall meet the requirements of the following subsections of Section 700 *Materials and Manufacturing* for the type of bedding material specified in the contract documents:~~

~~A. Bedding Material Type 1.~~ ~~Provide material meeting the requirements of §733-23 *Bedding Material Type 1*.~~

~~B. Bedding Material Type 2.~~ ~~Provide material meeting the requirements of §733-23 *Bedding Material Type 2*.~~

APPENDIX I

SECTION 832
SPECIFICATION FOR
LEAD PAINT REMOVAL FROM BRIDGES

SECTION 832

SPECIFICATION FOR LEAD PAINT REMOVAL FROM BRIDGES

WORKER/ENVIRONMENTAL PROTECTION AND WASTE HANDLING

July 2019

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Table 1. Containment Criteria for Removal of Paint Containing Lead and Other Toxic Metals

SECTION 832
SPECIFICATION FOR LEAD PAINT REMOVAL FROM BRIDGES

PART 1.0 GENERAL

1.01 PURPOSE

A. This Specification sets out the requirements for worker protection, containment system design and use, environmental protection, and waste disposal during the removal and disposal of coatings containing lead and other toxic metals from NYCDOT bridges. The purpose is to assure that the public, workers, and the environment are properly protected from potential exposure to toxic metals in these coatings during paint removal operations. All provisions associated with containment also apply to the removal of coatings that do not contain toxic metals.

B. The Contractor is responsible and liable for the remediation of all damages caused by the Work, and any required cleanup or repair activities.

1.02 GENERAL

A. The Contractor is responsible for compliance with all personal monitoring required under OSHA regulations, and is required to maintain:

1. A full-time competent person at the project site to observe and monitor work activities, and to oversee the implementation of the Worker Protection Plan, Environmental Protection Plan, Hazardous Waste Treatment and Disposal, and Containment performance. The competent person shall be authorized to take prompt corrective measures to rectify any observed problems with the control over emissions, protection of workers, and management of the waste streams. The competent person shall be independent of all other responsibilities on the project and shall not serve in a worker or supervisory capacity. The competent person shall not be assigned any other responsibilities or work assignments which prevent him/her from continuously fulfilling the responsibilities of a competent person. The competent person must be on the job site whenever lead, or other hazardous metals, is disturbed. A back-up competent person shall be designated in the event that the full-time competent person is absent from the job site. The competent person must be SSPC C-3 and C-5 trained and have OSHA 40-hour HAZWOPER certification plus annual 8 hour refresher training. Qualifications of the competent person are presented in Appendix A.

2. A Certified Industrial Hygienist (CIH) to oversee the development of Worker Protection Plans and to conduct monthly site visits to confirm that the Work is being performed in accordance with the contract

requirements. Qualifications of the CIH are presented in Appendix A.

B. The NYCDOT / REI will be employing an environmental consultant to monitor the paint removal operations and ensure compliance with NYCDOT specifications and applicable regulations. The Contractor shall coordinate project activities with the environmental consultant and initiate any action that is necessary to correct specification violations identified by the environmental consultant. The environmental consultant has the authority to halt any operation involving the generation, handling, or disposal of project waste and debris if the operation violates the requirements of this specification, even if the competent person or CIH/IH did not observe the violation. In the event of a conflict between the observations of the environmental consultant and the Contractor, the findings of the environmental consultant shall prevail. The presence or activities of the environmental consultant do not relieve the Contractor of the responsibility to fully comply with all aspects of this Section.

C. Project submittal requirements are itemized in Appendix A. Terms and definitions are provided in Appendix B.

1.03 CONTRACTOR QUALIFICATIONS

A. Unless otherwise specified in the Special Provisions, the painting Contractor or subcontractor that is directly performing the field cleaning and painting work shall possess SSPC-QP1 and QP2 Category A certification when a ventilated, negative pressure containment is used, and Category A or B certification for surface preparation methods that do not require a ventilated, negative pressure containment. Certifications shall be in place at the time of bid and throughout the duration of the project.

1.04 COMMUNITY NOTIFICATION

A. For projects involving abrasive blast cleaning, the Contractor shall be responsible for Community Notification. Community Notification shall consist of developing and assembling a community Notification Package and distributing the Package to the affected community through mailing to the community boards, council members, borough president, and members of the New York State Legislature. The Community Notification package shall consist of the NYCDOT brochures and project-specific flyer, both to be printed by the Contractor. The affected community shall be notified of planned abrasive blasting activities as well as other removal activities requiring MPT plans (lane closures/diversions) 30 days in advance.

B. NYCDOT Brochures contain information on lead and its effect; various sources of lead; deleading operations specific to bridge projects; precautions to eliminate or minimize exposure undertaken by both NYCDOT and the community; and in case of a large release, steps that NYCDOT will implement to minimize community

exposure (emergency response plan).

C. The Contractor will be responsible for developing project-specific flyers providing information (multi-language versions, if necessary) on the nature of the removal work, the time period of the work and its duration, and contact names and telephone numbers. The flyers shall be approved by NYCDOT prior to distribution. The contractor will be responsible for posting the information around the perimeter of the job site.

1.05 REGULATORY COMPLIANCE

A. Comply with the requirements of this Section and all applicable Federal, State, and City laws, codes, and regulations, including, but not limited to the regulations of the United States Environmental Protection Agency (USEPA) and Occupational Safety and Health Administration (OSHA), New York State Department of Environmental Conservation (DEC), New York State Department of Health (NYS DOH), New York State Department of Labor (NYS DOL), and the New York City Department of Environmental Protection (NYC DEP). Codes, Rules and Regulations of the State of New York (NYCRR) are administered by the NYS Department of Environmental Conservation, Albany, NY. EPA regulations are administered by the US Environmental Protection Agency, Region 2, NY, NY.

B. Identification of the items in this specification that are of specific interest to the NYCDOT in no way relieves the Contractor of the responsibility to comply with all applicable legal requirements. Moreover, compliance with Contract specifications does not relieve the Contractor of the obligation to comply with other applicable requirements. Contractor is required to comply with the Final Environmental Impact Statement (FEIS) that was prepared by the NYCDOT Division of Bridges. If a Federal, State, or City regulation is more restrictive than any of the requirements of this Section, the more restrictive requirements shall apply.

1.06 REFERENCE STANDARDS

A. **Latest Edition** - the latest edition of the following acts, regulations, guides, and standards form a part of this Specification. In the event of a conflict, comply with the most restrictive requirements, including any new or revised regulations or codes that may take effect after the contract is awarded. Maintain at the jobsite, a copy of all applicable reference standards.

B. **American Association of State Highway and Transportation Officials (AASHTO)**

1. Standard Specifications for Highway Bridges

2. Manual for Maintenance Inspection of Bridges

C. **ASTM International (ASTM)**

1. ASTM E90, Test Method for Laboratory Measurement of Airborne Sound Transmission Loss of Building Partitions and Elements

D. **American Industrial Hygiene Association (AIHA)**

1. Environmental Lead Laboratory Accreditation Program (ELLAP) - paint, soil, air, dust

2. Industrial Hygiene Accredited Laboratories (IHLAP) – metals

E. **Code of Federal Regulations (CFR)**

1. 29 CFR 1910, Occupational Safety and Health Regulations for General Industry

2. 29 CFR 1910.20, Access to Employee Exposure and Medical Records

3. 29 CFR 1910.132, General Requirements for Personal Protective Equipment

4. 29 CFR 1910.133, Eye and Face Protection

5. 29 CFR 1910.134, Respiratory Protection

6. 29 CFR 1910.147, The Control of Hazardous Energy (Lockout/Tagout)

7. 29 CFR 1910.333, Selection and Use of Work Practices

8. 29 CFR 1910.1000, Air Contaminants

9. 29 CFR 1910.1200, Hazard Communication

10. 29 CFR 1926, Occupational Safety and Health Regulations for the Construction Industry

11. 29 CFR 1926.16, Rules of Construction

12. 29 CFR 1926.20, General Safety and Health Provisions

13. 29 CFR 1926.21, Safety Training and Education

14. 29 CFR 1926.24, Fire Protection and Prevention

15. 29 CFR 1926.28, Personal Protective Equipment
16. 29 CFR 1926.32, Definition of Competent Person
17. 29 CFR 1926.51, Sanitation
18. 29 CFR 1926.52, Noise Exposure
19. 29 CFR 1926.55, Gases, Vapors, Fumes, Dusts, and Mists
20. 29 CFR 1926.57, Ventilation
21. 29 CFR 1926.59, Hazard Communication
22. 29 CFR 1926.62, Lead
23. 29 CFR 1926.101, Hearing Protection
24. 29 CFR 1926.104, Safety Belts, Lifelines, and Lanyards
25. 29 CFR 1926.150, Fire Protection
26. 29 CFR 1926.151, Fire Prevention
27. 29 CFR 1926.152, Flammable Liquids
28. 29 CFR 1926.154, Temporary Heating Devices
29. 29 CFR 1926.200, Accident Prevention Signs and Tags
30. 29 CFR 1926.353, Ventilation and Protection in Welding, Cutting and Heating
31. 29 CFR 1926.354, Welding, Cutting and Heating in Way of Preservative Coatings
32. 29 CFR Subpart K (Sections 400 – 449) - Electrical
33. 29 CFR 1926.450 - 454, Scaffolding
34. 29 CFR 1926.500 - 503, Fall Protection
35. 29 CFR 1926.1118, Inorganic Arsenic
36. 29 CFR 1926.1126, Chromium VI (hexavalent chromium)

37. 29 CFR 1926.1127, Cadmium

38. 29 CFR 1926 Subpart AA (Confined Spaces in Construction)

39. 40 CFR 50, National Primary and Secondary Ambient Air Quality Standards

40. 40 CFR 58, Ambient Air Quality Surveillance

41. 40 CFR 60, App A, Method 9, Visual Determination of the Opacity of Emissions from Stationary Sources

42. 40 CFR 60, App. A, Method 22, Visual Determination of Fugitive Emissions from Material Sources and Smoke Emissions from Fires

43. 40 CFR Chapter I, Subchapter D (Parts 100 – 149), Water Programs

44. 40 CFR 261, Appendix II, Toxicity Characteristic Leaching Procedure

45. 40 CFR 262, Standards Applicable to Generators of Hazardous Waste

46. 40 CFR 263, Standards Applicable to Transporters of Hazardous Waste

47. 40 CFR 264, Standards for Owners and Operators of Hazardous Waste Treatment, Storage, and Disposal Facilities

48. 40 CFR 265, Interim Status Standards for Owners and Operators of Hazardous Waste Treatment, Storage, and Disposal Facilities

49. 40 CFR 265, Subpart C, Preparedness and Prevention

50. 40 CFR 265, Subpart D, Contingency Plan and Emergency Procedures

51. 40 CFR 265.16, Personnel Training

52. 40 CFR 268, Land Disposal Restrictions

53. 40 CFR 302, Designation, Reportable Quantities and Notification

54. 40 CFR 355, Emergency Planning and Notification

55. 49 CFR 171-179, Hazardous Materials Regulations

F. **EPA Methods**

1. SW 846, Test Methods for Evaluating Solid Waste - Physical/Chemical Methods

2. Method 1311, Toxicity Characteristic Leaching Procedure (TCLP)

3. Method 3050, Acid Digestion of Sediment, Sludge, and Soils

G. **National Fire Prevention Association**

1. NFPA 70E, Standard for Electrical Safety in the Workplace

2. NFPA 701, Standard Methods of Fire Tests for Flame Propagation of Textiles and Films

H. **National Institute of Occupational Safety and Health (NIOSH) Methods**

1. Method 7048, Cadmium

2. Method 7082, Lead

3. Method 7600, Hexavalent Chromium

4. Method 7900, Arsenic

I. **The Society for Protective Coatings (SSPC)**

1. Guide 6, Guide for Containing Debris Generated During Paint Removal Operations

2. Guide 7, Guide for the Disposal of Lead-Contaminated Surface Preparation Debris

3. Guide 12, Guide for Illumination of Industrial Painting Projects

4. Guide 16, Guide to Specifying and Selecting Dust Collectors

5. SSPC-TU 7, Conducting Ambient Air, Soil, and Water Sampling During Surface Preparation and Paint Disturbance Activities

6. QP-1, Standard Procedure for Evaluating the Qualifications of Painting Contractors (Field Application to Complex Structures)

7. QP-2, Standard Procedure for Evaluating the Qualifications of Painting Contractors to Remove Hazardous Paint

J. **Codes, Rules and Regulations of the State of New York (NYCRR)**

1. Title 6, Chapter III, Subchapter B, Air Resources

a) Part 211.2, Air Pollution Prohibited

b) Part 257, Ambient Air Quality Standards

2. Title 6, Division of Environmental Remediation

a) Part 595, Releases of Hazardous Substances

b) Part 597, List of Hazardous Substances

3. Title 6, Chapter X, New York State Pollutant Discharge of Water Resources Elimination System

4. Title 6, Chapter IV, Subchapter B, Solid and Hazardous Waste Law

a) Part 364, Waste Transporter Permits

b) Part 370, Hazardous Waste Management

c) Part 371, Identification and Listing of Hazardous Wastes

d) Part 372, Hazardous Waste Manifest System and Related Standards for Generators, Transporters, and Facilities

e) Part 373, Treatment, Storage, and Disposal Facilities

K. **New York State DOT Specifications**

1. NYSDOT Standard Specifications for Highway Bridges

2. NYSDOT Safety Bulletin SB-94-4, Histoplasmosis

L. **City of New York**

1. Administrative Code of the City of New York, Section 16, NYC Department of Sanitation Regulations

2. Title 24, Chapter 219, New York City Noise Control Code

3. Title 29, Chapters 100-109, Citywide Construction Noise Mitigation

4. Title 15, Chapter 14, Rules Concerning the Use of Ultra-Low Sulfur Fuel and Emissions Control Technology on City Motor Vehicles

M. **Suppliers (Equipment and Material Manufacturers) Published Instructions**

1.07 **SUBMITTALS** – See Appendix A.

PART 2.0 PRODUCTS

2.01 CONTAINMENT MATERIALS AND EQUIPMENT

A. Supply all materials needed to contain paint removal debris in accordance with the requirements of this Specification and Construction Details. This may include, but is not limited to, ground covers, rigging, scaffolding, planking, containment materials, tarpaulins, dust collection and ventilation equipment, HEPA vacuums, water booms, boats with skimmers, and all other containment materials that may be needed.

B. Flame retardant containment materials are to be used. Tarps and other sheet materials must pass the requirements contained in NFPA 701, Test Method 2.

C. Use low sulfur fuels (less than 15ppm sulfur content) for all non-road combustion engines that are 50 HP or greater (e.g., generators, dust collection equipment, etc.) in accordance with Title 15, Chapter 14 Rules.

D. Properly maintain all equipment in accordance with the NYC Noise Control Code and Citywide Construction Noise Mitigation. Applicable regulations and compliance information may be found on the NYCDEP's website. For example, the NYCDEP has provided a list of "Construction Noise Control Products and Vendor Guidance Sheets".

E. Supply the Engineer with one (1) portable light meter with a scale of 9 to 200+ foot-candles. The meter will be returned to the Contractor upon completion of the Work.

F. Supply the Engineer with one (1) portable sound level meter for ensuring compliance with NYCDEP Noise Code. Sound level meter shall be equipped with data logging and have the capability to calculate L10 and L90 in both A and C scales at slow and fast response.

G. Do not use any materials until they have been accepted by the Engineer.

2.02 MONITORING AND TESTING EQUIPMENT

A. **High Volume Ambient Air Monitoring Equipment**

1. Provide, and maintain in good operating condition, all equipment necessary for the monitoring of airborne emissions in accordance with the provisions of this specification. If site conditions do not permit permanent installation for the duration of the project, install and remove the equipment each day at the times and locations requested by the environmental consultant. The equipment will be calibrated and used by

the environmental consultant. Equipment requirements include:

a) High volume air monitoring equipment approved for sampling in accordance with 40 CFR 50, Appendix B, equipped with collection heads for total suspended particulate (TSP). Provide mass flow or volumetric flow controlled units, equipped with a flow event recorder and an adequate supply of flow charts. Provide look up tables for the volumetric controlled units. Verify that the monitors are properly maintained in accordance with the manufacturers' instructions. The environmental consultant will provide the filters.

b) An ample supply of parts or spare units in order to provide fully operational TSP monitors on the project site. Unless otherwise directed by the Environmental Engineering Unit, provide at least four (4) monitors each day for each work area that involves dust creating activities.

c) One variable resistance calibration kit with a current (within 1 year) calibration certificate and two (2) slack-tube water manometers (15-0-15 inches), or calibrated digital manometers (0 to 50 or 100 in. WC).

d) All equipment (e.g., generators, power cords, fuel, etc.) needed to simultaneously operate the monitors. The monitors will be sited by the environmental consultant adjacent to the bridge or at distances away from the bridge approximately equal to three times the bridge height. Provide enough support equipment to accommodate this entire range of monitor placement.

e) Security and/or secure overnight storage of the equipment (e.g., in jobsite trailers maintained by the Contractor). Note that if the paint removal work is being conducted during evening hours, professional, armed security personnel may be needed since the monitors cannot be placed into secure storage during these times.

B. **Worker Exposure and Regulated Area Monitoring Equipment**

1. Supply the instrumentation needed for the monitoring of construction and consulting personnel exposure, and regulated area exposures. Provide all equipment needed for its operation (e.g., batteries, chargers, primary calibration source (soap bubble meter), secondary calibration source (rotameters), cassettes, etc.).

2. Provide all necessary air monitoring cassettes and filter paper for exposure monitoring. Utilize appropriate air sampling cassettes and filter paper for monitoring exposure to lead and other toxic metals.

2.03 EMERGENCY RESPONSE EQUIPMENT

A. Provide all personal protective equipment and emergency response equipment needed for the Project as outlined in the Contractor's Emergency Response Plan. Emergency response kits must be in place at all locations where petroleum or chemical products are being utilized.

B. Contractor shall provide spill kits ready for immediate use in case of a spill at release points. The spill kits are to be equipped to respond to oil and chemical spills, have all materials inside of the spill kits, and marked to be easily identifiable.

C. Provide inspected, operable, and charged fire extinguishers where the contractor designates at areas where petroleum and flammable products are to be stored. The fire extinguishers are to be visible in case they are needed and stored in such a manner that access to them is unobstructed.

D. Contractor shall assure that all pressure release mechanisms are in the open position so as to prevent storage containers from becoming over pressurized and explode.

E. Contractor shall obtain all the required FDNY permits when storing petroleum, chemical, hazardous, and flammable materials/liquids so in case of a fire or need to contact and have the FDNY come on site, FDNY knows what type of materials are stored on NYCDOT sites.

2.04 PERSONAL PROTECTIVE EQUIPMENT AND HYGIENE FACILITIES

A. At each site, provide all personal protective clothing and equipment (PPE) needed to protect Contractor workers, NYCDOT employees and NYCDOT representatives (REI Consultants and environmental consultant), from project hazards. Repair or replace PPE as required to assure that it continues to provide its intended purpose. The Contractor is responsible for proper cleaning and disposal of all PPE.

B. Provide climate-controlled decontamination facilities.

1. Supply the number of facilities as dictated by 29 CFR 1926.51, site conditions, the Contractor's sequence of operations, and as approved by the Contractor's CIH and Engineer.

2. Provide facilities which contain a "clean" area where workers can remove and store their street clothing when they arrive on site; a shower room

with hot and cold running water, soap and clean towels; and a "dirty" area where workers can remove their work clothing at the end of their work shift. The "clean" area and the "dirty" area shall each have a separate entrance.

C. Provide all potable water required for drinking and hygiene purposes.

2.05 WASTE CONTAINERS

A. **Hazardous Waste**

1. Provide DOT-approved drums, tanks, roll-offs, or other containers of the appropriate size and type in accordance with 49 CFR 173, 178, and 179 (that are suitable for any hazardous waste (liquid and solid) generated on the project. Use containers that are resistant to rust and corrosion (painted, if constructed of steel), that have tight fitting and locking lids or covers, and which are water resistant and leak proof. All containers must be in new condition, be free of any contamination and have no damage. Drums and/or barrels shall be stored on pallets or similar dunnage so that the bottom is not in contact with the ground and is capable of being inspected for leakage and corrosion. Cover the ground underneath the waste with a tarpaulin. Liquid wastes are to be stored inside a secondary containment of sufficient volume to hold the contents of the entire liquid waste in the storage area if a spill were to occur. All hazardous waste must be stored on NYCDOT bridge property.

2. Assure that the dry volume capacity of the containers, in cubic yards, is clearly marked on all containers, and that they are labeled as required by applicable Federal, State and City regulatory requirements.

B. **Construction Waste** - Provide all containers for non-hazardous construction waste. Use containers that are free of loose debris when brought on-site. Non-hazardous waste must be segregated from the storage of hazardous or regulated wastes.

C. **Spent Solvents** - Provide appropriate containers for spent solvents. Spent solvents shall be managed as hazardous waste unless laboratory analysis indicates otherwise. Containers shall be corrosion resistant and non-reactive to the solvents. Review solvent MSDS/SDS to ensure compatibility with container materials and storage requirements. Containers shall be labeled in accordance with all applicable Federal, State, and City regulations and stored on NYCDOT bridge property at least 50 feet from the NYCDOT property boundary. Store spent solvents in secondary containment. Protect the containers from sources of heat, ignition, and any other conditions which could cause the contents to expand, catch fire, or the containers to explode.

2.06 CLEANLINESS OF MATERIALS AND EQUIPMENT

A. Provide equipment and materials that are free of loose dust and debris when brought onto the bridge site. This includes, but is not limited to, containment and ventilation equipment, scaffolding, planking, metal sheeting, suspended platform materials, personal protective equipment, waste storage containers, trailers, and paint removal and abrasive recycling equipment.

B. Clean the materials and equipment and assure that they are free of loose dust and debris at the end of each shift and upon removal from the Work site. Use HEPA vacuums and/or wet wipe with an approved cleaning solution. Verify proper cleanliness by wiping a cloth across the surface. If dust or debris is dislodged, additional cleaning is required before transporting the materials or equipment off site (See Section 3.06). Settled dust (lead) sampling (wipe sampling) may be performed by the environmental consultant in order to verify cleanliness of all equipment and materials. An acceptance criteria of <400 µg/sq ft will be used. All filters in equipment, including but not limited to, dust collectors, recycling units, and HEPA vacuums, must be removed and replaced prior to equipment leaving the project site.

PART 3.0 - EXECUTION

3.01 WORKER PROTECTION

A. General

1. Conduct the Work in strict accordance with Federal OSHA, State, and City regulations governing worker protection. Develop a comprehensive Worker Protection Plan addressing the protection of the health and safety of workers from jobsite hazards, including but not limited to fall protection, confined space (if applicable), lock out/tag out, hearing and eye protection, and exposure to hazardous materials or conditions. Note: If Sections 831 and 832 are specified for the work, the requirements of both Sections can be combined into a single Worker Protection Plan.

2. When disturbing paints, institute engineering and work practice controls to reduce worker exposures to lead and other toxic metals to as low as feasible. Work practices that disturb paints consist of, but are not limited to, paint removal activities, cutting, grinding, removal of concrete encasement, hot work, and power washing. Present the proposed engineering and work practice controls in the Worker Protection Plan for Engineer review.

3. Employ the services of a Certified Industrial Hygienist (CIH) to develop the Worker Protection Plan and review all exposure monitoring and medical surveillance results. The CIH shall also provide general oversight of the work either directly or with the assistance of an Industrial Hygienist (IH). The CIH is also required to conduct a monthly site visit and issue a monthly summary report of activities and monitoring results. See Appendix A for the qualifications of the CIH and IH, and an itemization of the monthly CIH reporting requirements.

4. In addition to the CIH, assign a competent person to the Work site. See Appendix A for the qualifications of the competent person. Have the competent person inspect the Work site on a daily basis for compliance with the requirements of this Section and the approved Worker Protection Plan and prepare a daily report or daily log of observations made. Maintain the information at the project site and make it available to the Engineer or environmental consultant for review at any time. The competent person shall have no other responsibilities on the project. The competent person cannot serve as a supervisor, foreman or production worker on the project.

5. Note that all worker protection requirements apply to Contractor and Subcontractor personnel working for the Contractor.

6. The requirements identified in this Section 3.01 regarding exposure to toxic metals are based on 29 CFR 1926.62, but the Contractor must protect the employees from exposure to any of the other toxic metals or materials which may be present in the paint and/or abrasive, as applicable, in addition to lead.

B. **Pigeon Droppings/Histoplasmosis**

1. In addition to controlling exposures to lead and other toxic metals, take special precautions when working in areas where pigeons have nested.

2. Develop and implement a worker protection plan under the direction of the CIH, for the inspection and removal of pigeon droppings in accordance with NYSDOT Safety Bulletin SB-94-4 (copy attached) in Appendix C. Note: If Sections 831 and 832 are specified for the work, only a single Histoplasmosis plan is required.

3. At a minimum, use disposable gloves, whole body protective clothing and a respirator while inspecting or removing the debris, followed by thorough washing of hands, face, and forearms before eating, drinking, or smoking. Provide respiratory protection appropriate to the level of exposure for all workers. Verify that all workers involved in cleaning activities involving exposure to pigeon droppings have medical clearance to utilize personal protective equipment such as respiratory protection and have been fit tested.

4. Remove and properly dispose all pigeon droppings located within containment enclosures.

C. **Worker Protection Plan**

1. Develop a written Worker Protection Plan under the direction of a CIH to establish and implement practices and procedures for protecting the health and safety of employees from Project hazards in accordance with applicable OSHA requirements.

2. The Worker Protection Plan must include provisions for the protection of workers from toxic metals or materials when exposures to lead or other toxic metals or materials are above the OSHA Action Level. Note that while this specification addresses the protection of employees exposed to lead and other toxic metals, the Worker Protection Plan must address the protection of workers from all Project hazards. Requirements for the content of the Worker Protection Plan are presented in Appendix A.

3. Revise and update the program at least annually during the portion(s) of the project which involve the disturbance of toxic metals. Verify that the

CIH signs off on all updates and revisions. If the review does not result in an update or revision, have the CIH acknowledge in writing that the review was made.

4. Establish methods for complying with this specification and any OSHA standards published for the toxic metals present in the paint (e.g., 29 CFR 1926.62 for lead, 29 CFR 1926.1126 for hexavalent chromium, 29 CFR 1926.1127 for cadmium, and 29 CFR 1926.1118 for inorganic arsenic). Toxic metals and materials may also be present in the paint for which OSHA has not developed a comprehensive health and safety standard. In these cases, include statements that appropriate measures will be taken to assure that the workers will not be exposed above the Permissible Exposure Limit (PEL) or Threshold Limit Value (TLV) as identified in 29 CFR 1926.55.

5. Identify the methods of compliance that will be used to reduce worker exposures to toxic metals and materials. Rely on respiratory protection only after feasible engineering and work practice controls have been first implemented to reduce airborne exposures.

D. **Exposure Monitoring/Initial Assessment**

1. Conduct initial personal exposure monitoring unless objective data is available to prove that exposures from a given activity cannot exceed the Action Level for lead or other metals contained in the coating. Provide the objective data to the Engineer in writing, signed by the CIH. Rely upon this data in lieu of monitoring only upon acceptance by the Engineer or Environmental Consultant.

2. Collect representative personal air samples at the beginning of the lead exposure work (at project start-up) to determine employee exposures to lead and other toxic metals that might be present in the coating. Tasks resulting in the potential exposure to toxic metals include, but are not limited to, paint removal activities, installation of lead paste in cables, work site cleanup, containment movement, hot work, and debris handling operations.

3. Collect full shift (at least 7 hours) air samples for workers in each job classification in each exposure area, and when requested, collect samples on the Engineer and NYCDOT representatives (REI's or environmental consultant personnel). Provide the Engineer and representatives with the results of their analysis within the same five-day notification period required for the employees.

4. When lead is present, provide personal protective equipment for workers during the initial monitoring. Anticipate exposure levels as dictated by 29

CFR 1926.62 and as specified below. A few activities in addition to those identified by OSHA are included. Use the same level of protection when other toxic metals are found in the coating, unless OSHA has developed a comprehensive health standard for that metal (e.g., cadmium, hexavalent chromium, and inorganic arsenic). In those cases, implement the protection requirements of the standard specific to that metal.

a) Assume an exposure of up to 10 times the PEL (500 $\mu g/m^3$ for an 8-hour shift): Manual demolition of structures containing lead-containing coatings or paint (e.g., dry wall), manual scraping, manual sanding, heat gun applications, power tool cleaning with dust collection systems, and spray painting with lead paint. Although not identified in 29 CFR 1926.62, include chemical stripping, water washing, centrifugal wheel blasting, and the operation of abrasive grit recovery equipment in this category.

b) Assume an exposure of up to 50 times the PEL (2,500 $\mu g/m^3$ for and 8-hour shift): Using lead-containing mortar, lead burning, or conducting the following activities where lead-containing coatings or paint are present: rivet busting, power tool cleaning without dust collection systems, cleanup activities where dry expendable abrasives are used, and the movement and removal of abrasive blasting enclosures. Although not identified in 29 CFR 1926.62, include vacuum blasting, water jetting, and wet abrasive blasting removal of paint in this category.

c) Assume an exposure in excess of 2,500 $\mu g/m^3$: Activities involving lead containing coatings or paint on structures disturbed by abrasive blasting, welding, cutting, and torch burning.

d) During any of the above activities, provide appropriate respiratory protection, personal protective clothing and equipment, change areas and washing facilities, showers, blood lead and zinc protoporphyrin monitoring, and employee training. Maintain the protection as specified above until the test results are received; then modify the protection measures as necessary.

e) If inorganic arsenic, cadmium or hexavalent chromium is present in the coating, provide personal protective equipment that prevents contact with the skin or eyes and washing facilities capable of removing these metals from the skin.

5. Collect and analyze all air samples according to the appropriate NIOSH method, or equivalent, for the metal of concern (e.g., Method 7082 for lead, Method 7048 for cadmium, Method 7600 for hexavalent chromium, and Method 7900 for inorganic arsenic). Note that monitoring for

hexavalent chromium requires the use of a PVC filter. Only use laboratories that meet the qualification requirements established under Appendix A, and which have been approved by the Engineer.

6. Conduct periodic exposure monitoring of Contractor workers and NYCDOT Agents and provide written employee notifications within five days of receipt of results in strict accordance with the applicable OSHA standard for the metal of concern (e.g., 29 CFR 1926.62 for lead). At a minimum, this requires monitoring at project start up, and after any changes in work practices are made which could have an effect on airborne exposures. If there is no OSHA comprehensive health standard for the detected metal, conduct the monitoring and employee notification based on the requirements of OSHA 29 CFR 1926.62. Provide the Engineer with the results of any subsequent employee monitoring in the monthly CIH report.

7. Maintain an accurate record of all air monitoring. The record should include at least the following information; date of sampling; sampling location; operation that is being monitored; number, duration and results of samples taken; type of personal protective equipment; name, identification number, and job classification of employees represented by the monitoring.

E. **Action Level**

1. The Action Level for lead is 30 $\mu g/m^3$ as an eight (8) hour Time Weighted Average (TWA), the Action Level for cadmium is 2.5 $\mu g/m^3$ as an 8 hour TWA, the Action Level for hexavalent chromium is 2.5 $\mu g/m^3$ as an 8 hour TWA, and the Action Level for inorganic arsenic is 5 $\mu g/m^3$ as an 8 hour TWA. For other metals that are found in the coating, and for which no Action Level exists, establish the Action Level at 1/2 of the PEL. If a PEL does not exist, establish the Action Level at 1/2 of the Threshold Limit Value (TLV) found in Appendix A of 29 CFR 1926.55 (e.g., if the TLV is 5 $\mu g/m^3$, establish the Action Level at 2.5$\mu g/m^3$).

2. If airborne exposures to toxic metals are detected, but are below the Action Level, provide the worker training required by the OSHA standard for the respective metal, and hand wash facilities.

3. If airborne exposures to toxic metals are at or above the Action Level, invoke the following protective measures, as required by the OSHA standard for the respective metal:

   a) Written Worker Protection Plan

b) Exposure Monitoring

c) Housekeeping

d) Employee Medical Surveillance and Medical Removal Protection

e) Employee Information and Training

f) Signs and Regulated Areas

g) Recordkeeping

F. **Permissible Exposure Limit (PEL) and Threshold Limit Value (TLV)**

1. The PEL for airborne lead exposure is 50 $\mu g/m^3$ as an 8 hour TWA. The PEL for cadmium is 5 $\mu g/m^3$ as an 8 hour TWA, the PEL for hexavalent chromium is 5 $\mu g/m^3$ as an 8 hour TWA, and the PEL for inorganic arsenic is 10 $\mu g/m^3$ as an 8 hour TWA. The PEL/TLVs for other metals can be found in 29 CFR 1926.55.

2. In the event that extended work shifts are allowed, use the following formula to adjust the PEL: Adjusted PEL = 8 hr. PEL x (8 ÷ hours worked in a day). The PEL may only be reduced; never increased.

3. In addition to complying with the requirements identified when exceeding the Action Level, invoke the following protective measures when the airborne exposure to a toxic metal found in the coating exceeds the PEL or TLV:

a) Engineering and Work Practice Controls

b) Respiratory Protection

c) Protective Clothing and Equipment

d) Hygiene Facilities and Practices

G. **Respiratory Protection**

1. After feasible engineering controls and work practices have been implemented, use respiratory protection if necessary to maintain employees' exposures to lead and other toxic metals below the PEL or TLV. Require the use of respirators for all employees, inspectors, observers, or other personnel who enter areas where airborne exposures exceed or are expected to exceed the PEL or TLV, or when entering regulated areas.

2. Develop a written Respiratory Protection Program in compliance with 29 CFR 1910.134 including commitments to provide any necessary pulmonary function tests or medical examinations. When lead is present, include the provisions of 29 CFR 1926.62 in the program. When cadmium is present, include 29 CFR 1926.1127. When hexavalent chromium is present, include 29 CFR 1926.1126. When inorganic arsenic is present, include 29 CFR 1926.1118. Address the selection, use, maintenance and inspection of respirators, and qualifications for respirator users.

3. Treat used respirator cartridges as hazardous waste.

H. **Protective Clothing and Equipment**

1. Provide protective clothing and equipment and ensure they are worn by all employees during the initial assessment and for any employee whose exposures exceed the PEL or TLV.

2. When inorganic arsenic, cadmium and/or hexavalent chromium is present in the coating, provide protective clothing for the skin and eyes regardless of the airborne exposures.

3. Do not allow workers to wear street clothing beneath protective clothing in any areas where exposures to toxic metals exceed the PEL or TLV. This includes personal shoes unless they are fully protected by shoe covers or left on the job site until thoroughly decontaminated.

4. Clean or replace the protective clothing as required by the appropriate OSHA standard for the toxic metal that is present. In the case of lead, clean or replace the clothing weekly if the airborne exposure levels are less than 200 $\mu g/m^3$ as an 8-hour TWA, or daily if the exposure levels are greater than or equal to 200 $\mu g/m^3$. In the case of inorganic arsenic, the threshold for daily versus weekly cleaning is 100 $\mu g/m^3$. In the case of cadmium, clean clothing shall be provided as often as necessary to maintain its effectiveness but no longer than one week. In the case of hexavalent chromium, clean, launder, repair and replace all protective clothing and equipment as needed to maintain its effectiveness. Do not use disposable clothing for any longer than one day and replace the clothing more frequently if it becomes torn or damaged.

5. Do not remove or clean the clothing by any means that reintroduces the toxic metals into the ambient air, or onto an employee's body, such as brushing, shaking, or blowing. Use HEPA vacuums for employee cleaning prior to removing protective clothing.

6. Store the used clothing in labeled, sealed containers.

   a) Containers shall have the following label if clothing was exposed to lead: "DANGER: CLOTHING AND EQUIPMENT CONTAMINATED WITH LEAD. MAY DAMAGE FERTILITY OR THE UNBORN CHILD. CAUSES DAMAGE TO THE CENTRAL NERVOUS SYSTEM. DO NOT EAT, DRINK OR SMOKE WHEN HANDLING. DO NOT REMOVE DUST BY BLOWING OR SHAKING. DISPOSE OF LEAD CONTAMINATED WASHWATER IN ACCORDANCE WITH APPLICABLE LOCAL, STATE, OR FEDERAL REGULATIONS."

   b) Containers shall have the following label if clothing was exposed to arsenic: "DANGER: CONTAMINATED WITH INORGANIC ARSENIC. MAY CAUSE CANCER. DO NOT REMOVE DUST BY BLOWING OR SHAKING. DISPOSE OF INORGANIC CONTAMINATED WASHWATER IN ACCORDANCE WITH APPLICABLE LOCAL, STATE, OR FEDERAL REGULATIONS."

   c) Containers shall have the following label if clothing was exposed to cadmium: "DANGER: CONTAINS CADMIUM. MAY CAUSE CANCER. CAUSES DAMAGE TO LUNGS AND KIDNEYS. AVOID CREATING DUST."

   d) Containers for clothing exposed to hexavalent chromium shall be labeled in accordance with the Hazard Communications standard (29 CFR 1910.1200).

   e) If the clothing is going to be disposed, either declare the waste as hazardous, or test the waste and apply hazardous waste labels as appropriate based on the results.

7. If the clothing is washed on site, provide containers for the collection and retention of the water after filtration. Comply with the specific testing and disposal requirements in Section 3.05.H.4.

I. **Housekeeping** – Conduct housekeeping and project cleanup as specified in Section 3.06. The project site, including but not limited to, staging areas, work site, regulated areas and project boundaries, must be properly maintained and free of rubbish and trash throughout the duration of the project.

J. **Personal Hygiene Facilities and Equipment**

1. Provide clean lavatory and hand washing facilities in accordance with OSHA sanitation standard 29 CFR 1926.51. Locate the hand washing facilities outside of the regulated area, but in close proximity to the paint removal operation, in an area that is convenient for washing prior to drinking, eating or smoking.

2. Provide showers when exposures exceed the PEL or TLV. Confirm that all employees whose exposures exceed the PEL or TLV shower, including hair, prior to leaving the project site. Clean the decontamination facilities daily during use.

3. Filter and containerize all hygiene water. Comply with the specific testing and disposal requirements in Section 3.05.H.4.

4. Prohibit eating, drinking, smoking, chewing of food or tobacco products, or the application of cosmetics any time that hexavalent chromium is present, in any area where the exposure to any toxic metal exceeds the PEL or TLV, or within regulated areas. Confirm that workers thoroughly wash hands and face prior to undertaking any of these activities.

5. Provide clean lunch and break areas for use by all employees and maintain airborne concentrations in these areas below the Action Level for all toxic metals.

6. Provide clean change area(s) for employees whose exposures exceed the PEL or TLV, or where protective clothing is required. Equip the change area(s) with separate storage facilities for street clothing that are adequately segregated to prevent cross-contamination from work clothing. Assure that employees do not leave the project site wearing any clothing that was worn while performing activities where exposures exceeded the PEL or TLV.

K. **Medical Surveillance and Medical Removal Protection**

1. Provide all employees with initial and periodic medical surveillance as required by the published OSHA health and safety standards for the metal of concern, except that the frequency of blood testing in the case of lead is increased. Conduct blood lead and zinc protoporphyrin (ZPP) sampling and analysis prior to exposure to lead and at monthly intervals thereafter. In addition, conduct exit blood tests for each worker within five working days upon completion of his/her Project activities that involve exposure to lead. Exit blood test shall be offered to the departing employee in writing. Conduct the exit tests even if the departure of the employee occurs prior to the completion of the Contractor's work on the project, and at any time

that project activities involving lead exposure will be halted for 30 days or more (e.g., winter shut down).

2. Verify that all medical tests are completed by, or conducted under the supervision of, a physician or other licensed health care professional (PLHCP). Verify that the blood analysis is conducted by laboratories which meet the qualification requirements established in Appendix A, and which have been accepted by the Engineer. Provide the specialized medical surveillance and X-rays required by 29 CFR 1926.1118 for employees exposed to inorganic arsenic.

3. Workers with initial blood lead levels of 40 micrograms per deciliter (µg/dl) are not permitted on the project for any work activities involving exposure to lead.

4. Provide for intervention by the CIH/IH if a blood lead level >25 µg/dl occurs for two or more workers, or there is an increase of 10 µg/dl or more between consecutive tests for any individual worker. Intervention consists of an on-site investigation by the CIH/IH, implementation of corrective action, and notification of the Engineer in the following monthly report.

5. Provide for the temporary removal of employees from exposures above the Action Level for the metal of concern when the blood analysis indicates that unacceptable results are occurring (e.g., 50 µg/dl or above in the case of blood lead). Protect employees' benefits during any period of medical removal and conduct all tests required by the OSHA standard for the metal of concern during the removal period. In the case of lead, return workers to exposures above the PEL only after two consecutive blood tests taken at least two weeks apart are below 40µg/dl.

6. Provide medical removal protection to workers as required by the OSHA inorganic arsenic, cadmium, and hexavalent chromium standard if workers are exposed to these metals.

7. When inorganic arsenic, cadmium and/or hexavalent chromium is present, provide medical surveillance as required by the appropriate OSHA standard at the time frequency required by that standard. Verify that all examinations are performed by, or under the direct supervision of, a licensed physician.

8. Provide all exam information and test results to the employees in writing within five days of receipt. Provide the Engineer with a letter report within 10 calendar days after the completion of each month signed by the CIH that summarizes all examination and biological monitoring results.

9. For employees who are offered an examination and biological monitoring but choose not to participate or fail to respond, the Contractor shall provide documentation that the examination and monitoring were offered. This shall be in the form of a written declination signed by the employee or, for employees who are no longer on the payroll, a registered letter to the employee's last known address.

L. **Employee Training and Information**

1. Provide initial and annual refresher training for all employees who will be exposed to toxic metals above the respective Action Levels on any one day in a 12-month period. Include all of the elements of training that are required by the appropriate OSHA standard. If an OSHA standard for the metal does not exist, use the training requirements of 29 CFR 1926.62 as the basis of the training program highlighting the differences as appropriate for the other metals of concern.

2. When other contractors or employers are present at the site, notify them of the nature of the hazards of the work such as lead, noise, and solvent vapors. Advise them of the need to remain out of exposure areas, the warning signs and labeling system in effect, and the potential need for them to take measures to protect their employees in accordance with the applicable OSHA regulations. Notify the Engineer if other contractors are working in regulated areas.

M. **Signs** – As specified in section 3.02, post warning signs around areas or activities that might generate airborne emissions of toxic metals in excess of the Action Levels. Signs are to be in accordance with 29 CFR 1926.200. Access to this regulated area is only allowed by authorized people who have received specific training, undergone initial medical surveillance, have on the proper personal protective equipment and who have on the appropriate respiratory protection as required by the OSHA standards for the toxic metals present.

N. **Parking Areas** - Worker vehicles are not permitted in the regulated areas or within 100 feet of the containment enclosures.

O. **Recordkeeping**

1. Retain all records related to training, medical examinations, blood analysis, exposure monitoring, respirator fit testing, inspections by a competent person, and other related project documentation on file at the project site.

2. Provide the Engineer with letter reports signed by the CIH which summarize all examination results that are indicative of worker exposures to (or which demonstrate proper protection from) toxic metals. In the case

of lead, summarize the blood lead and ZPP results, indicate any observed trends, and identify worker intervention or removal provisions that were invoked based on the results. Provide summary reports of the test results prior to worker exposures to Project activities, periodic surveillance results, and results upon completion of site activities. Provide the Engineer with an original signed copy of each report within 10 calendar days after the end of each month.

3. The Contractor is responsible for retaining all exposure monitoring records for 30 years and employee medical records for the duration of employment plus 30 years.

3.02 ESTABLISHMENT OF REGULATED AREAS

A. Establish zones (regulated areas) around project locations or activities that might generate airborne emissions of lead, cadmium, hexavalent chromium, inorganic arsenic, or other toxic metal in excess of the Action Level (e.g., paint removal and cleanup locations, dust collector staging areas, waste storage areas, etc.).

B. Use ropes, ribbons, tape, warning signs, or other visible means to define the areas. Prohibit entrance into the regulated areas by unprotected or untrained personnel to ensure that they are not exposed to toxic metals from project activities.

C. Unless objective data is available for establishing the regulated areas, and the data is provided in writing, signed by the CIH and is accepted by the Engineer, conduct instrument monitoring in accordance withSSPC-TU7, Method C (Occupational Monitoring of Area Emissions of Hazardous and Toxic Substances), to verify the adequacy of the regulated areas. Use a minimum of two low flow pumps at each regulated area location (e.g., one pump upwind and one pump downwind). Unless otherwise directed by the Engineer, until the monitoring results are available to establish the perimeter of the regulated area, initially establish the boundary a minimum of 15 feet away from any equipment or operations that might generate airborne emissions of toxic metals.

D. Conduct the monitoring according to NIOSH Method 7082, or equivalent method for the other metals of concern, at the pre-established boundaries of the regulated area(s). The Contractor, at their discretion, can decide to perform a total chromium analysis off the cellulose ester filter used to collect samples for inorganic arsenic, cadmium and lead analysis. If the total chromium content is below detectable limits, then a hexavalent chromium analysis will not be required. Collect the samples throughout an entire work shift upon full commencement of the paint removal activities (at project-start-up).

E. If the monitoring confirms that project emissions at the initial boundary do not exceed the Action Level as an eight-hour TWA, establish the boundary at that location. Unless directed otherwise by the Engineer, all boundaries must be a

minimum of 15 feet away from equipment or operations that might generate airborne emissions of toxic metals.

F. If the monitoring shows that the emissions exceed the Action Level, modify and improve work practices and containment to provide better controls over the emissions, or reestablish the boundary at a different location if allowed by the Engineer. Repeat the monitoring in either case.

G. After the boundaries have been established through instrument monitoring, additional monitoring is not required unless directed by the Engineer or environmental consultant if suspect visible emissions occur, or there are changes to the work practices or equipment being used within the regulated areas. In these cases, conduct additional monitoring as directed.

H. Verify that the exposure cassettes are only analyzed by laboratories which meet the qualification requirements established under Appendix A, and which have been approved by the Engineer. The laboratory must provide the results to the Contractor within three days of the field sampling. Provide the test results to the Engineer verbally within one day of receipt, and in writing within five working days thereafter.

I. Post caution signs at the entryways around each regulated area. If there is no regulation for the metal of concern, use the legend for the CAUTION sign as found in 29 CFR 1926.62 as the format, and insert the name(s) of the other toxic metals and their major health effects. Sign requirements for lead, cadmium, and inorganic arsenic are as follows:

DANGER
LEAD WORK AREA
MAY DAMAGE FERTILITY OR THE UNBORN CHILD
CAUSES DAMAGE TO THE CENTRAL NERVOUS SYSTEM
DO NOT EAT, DRINK, OR SMOKE IN THIS AREA

DANGER,
CADMIUM
MAY CAUSE CANCER
CAUSES DAMAGE TO LUNGS AND KIDNEYS
WEAR RESPIRATORY PROTECTION IN THIS AREA
AUTHORIZED PERSONNEL ONLY

DANGER
INORGANIC ARSENIC
MAY CAUSE CANCER
DO NOT EAT, DRINK OR SMOKE
WEAR RESPIRATORY PROTECTION IN THIS AREA
AUTHORIZED PERSONNEL ONLY

DANGER
HEXAVALENT CHROMIUM
CHROMIUM (VI) OR Cr(VI)
CANCER HAZARD
CAN DAMAGE SKIN, EYES, NASAL PASSAGES AND LUNGS
AUTHORIZED PERSONNEL ONLY
RESPIRATORS MAY BE REQUIRED IN THIS AREA

J. Use signs that are a minimum of 8 1/2 inches by 11 inches in size with black block lettering on a white, yellow, or orange background. Do not use caution ribbons as a substitute for signs.

K. Verify that all workers who enter the regulated area have had the proper training, blood analysis and medical examinations, and are wearing the required protective clothing and equipment. Prohibit eating, drinking, smoking, and chewing of food or tobacco products in any area where the exposures exceed the Action Level or where hexavalent chromium may be present.

3.03 CONTROL AND MONITORING OF RELEASES TO AIR, SOIL AND WATER

A. General

1. Conduct all activities so that spills or releases to the soil, water, sediment, or sewers do not occur. Comply with all applicable federal, state and local regulations for the protection of soils, groundwater and surface waters.

2. Have the competent person inspect the Work site on a daily basis for compliance with the requirements of this Section and the approved Environmental Protection Plan and prepare a daily report or daily log of observations made. Maintain the information at the project site and make it available to the Engineer or environmental consultant for review at any time.

3. Initiate immediate corrective action, including the replacement of materials or equipment, or adjustments to work activities as necessary, to correct unacceptable emissions or releases. All equipment and vehicles must be repaired or replaced to prevent leaks to the environment.

4. Spill prevention and control measures must be implemented for vehicles and equipment that utilize diesel fuel, gasoline or other petroleum products. Any spills of petroleum products to the environment must be reported to the NYSDEC Spill Hotline: 1-800-457-7362 and the National Response Center: 1-800-424-8802. Any spills to a storm drain, sewer system, wetland, body of water or waterway must be reported to the National Response Center.

5. Provide secondary containment when storing bulk petroleum or chemicals at the project site. Secondary containment shall be large enough to hold the volume of the container being stored within the secondary containment system.

B. **Visible Emissions and Releases**

1. Clean the work area of all visible pre-existing construction material, rubbish, garbage existing paint chips, and paint removal debris (i.e. spent abrasive, rust, paint chips, etc.) prior to installing the containment over any land mass. Areas to be cleaned include NYCDOT's right-of-way and adjacent areas as directed by the Engineer. The presence of new paint chips or surface preparation debris in these areas will be cause to examine the containment and work practices, and to correct all observed deficiencies. Upon completion of the project verify that the same locations and all staging areas are free of construction and paint removal debris.

2. When working over water, install water booms beneath and around the work area as appropriate and/or use boats with skimmers to control and collect unanticipated escapes of debris (see Section 3.04 M).

3. Have the competent person conduct observations of visible emissions and releases on an ongoing daily basis when dust-producing activities are underway, such as paint removal, cleanup, waste handling, and containment dismantling or relocation. Conduct these assessments in accordance with and SSPC-TU7, Method A (Visible Emissions Observations). These assessments are in addition to those performed by the environmental consultant.

4. Visible emissions in excess of SSPC-TU7, Level B are unacceptable. This involves emissions of a cumulative duration of greater than 1 percent of the workday, or greater than 36 seconds in an hour, or 9 seconds in any 15-minute observation period.

5. Releases or spills of dust and debris which have become deposited on surrounding property, structures, equipment or vehicles, and bodies of water are unacceptable. If unacceptable visible emissions or releases are observed, whether by the Contractor, Engineer or the environmental consultant:

   a) Immediately shut down the emission-producing operations and cleanup visible deposits of debris on the unprotected ground, on the soil, in the water, around storm sewers or drains, or in areas where rain water could carry the debris into storm sewers or drains.

Pick up debris by hand and by HEPA vacuuming.

b) Change work practices, modify the containment, or take other appropriate corrective action as needed and as agreed upon by the environmental consultant, to prevent similar releases from occurring in the future.

c) Do not resume the emission-producing operations until the Engineer or environmental consultant has given permission to resume these operations.

6. In the event of a conflict between the observations of the environmental consultant and the Contractor, the findings of the environmental consultant shall prevail.

7. Maintain written documentation of the results of the observations in a log book or other report form available to the Engineer or environmental consultant for review. Verbally report problems to the Engineer or environmental consultant on the same day they are observed.

C. **High Volume Ambient Air Monitoring**

1. The environmental consultant, on behalf of the Engineer, will utilize the high volume ambient air monitoring equipment provided by the Contractor. The purpose of the consultant monitoring is to confirm that unacceptable TSP-lead emissions are not generated during paint removal, containment cleaning operations, containment dismantling and other emission-producing activities that involve the disturbance of paint and lead-paint debris/wastes/dust. Unless otherwise directed by the Environmental Engineering Unit, a minimum of four TSP high volume air monitors are required for each work area that involves dust creating activities.

2. Do not conduct any work involving the disturbance or cleanup of lead paint debris or move the containment unless the monitors are in place and operating.

3. Position the monitors at the locations and times as designated by the environmental consultant:

a) Monitor siting will take into consideration the proximity of the work to sensitive receptors, and the general surrounding environment. The locations are likely to change as the work progresses across the bridge.

b) Review the monitor siting plan proposed by the environmental consultant and confirm that the plan can be maintained per the contract requirements. Notify the Engineer if modifications to the monitoring plan are requested. The modifications shall be approved prior to beginning the applicable dust producing operations.

c) Move and set up the equipment in the designated locations. Put all monitors into position at the designated locations and ensure that they are fully operational at least 30 minutes before the commencement of dust producing operations in order to allow enough time for the environmental consultant to install filters and make any necessary adjustments to the equipment.

d) Allow the monitors to remain operational for a minimum of 30 minutes after the completion of daily operations.

4. At the completion of each day's monitoring activities pick-up, transport and store monitors and associated equipment for the next use. If the monitors are to remain in position, provide for the necessary level of security.

5. Initiate the following action based on the TSP-lead results:

a) The background concentration for NYCDOT projects is established at $0.1\mu g/m^3$.

b) If TSP-lead levels, measured over 8 hours, are greater than $4.5\mu g/m^3$ minus 2 times the background concentration of $0.1\mu g/m^3$ on one day of dust-producing operations, assess all field operations undertaken on that day and initiate appropriate corrective action.

c) If TSP-lead levels, measured over 8 hours, are greater than $4.5\mu g/m^3$ minus 2 times the background concentration of $0.1\mu g/m^3$ at the same location on two days of dust-producing operations, suspend all dust-producing operations pending a full assessment and corrective action.

d) If the results of the monitoring are unacceptable, undertake the necessary corrective action within 24 hours of receipt of the results. Corrective action may include modifications to the paint removal or containment systems and work practices. Do not resume the emission-producing operations until the Engineer or environmental consultant has given permission to resume these operations.

D. **Real Time Particulate Monitoring**

1. The environmental consultant will conduct real time monitoring around the containment (e.g., seams and entryways) each day using a real-time aerosol monitor such as a Data Ram or hand-held Mini Ram. The monitoring is being conducted to evaluate the containment seams and entryways for particulate emissions that represent instantaneous increases over background of three times or more. Background values will be established by taking readings in the same or similar locations while no operations are underway.

2. If unacceptable particulate releases are reported by the environmental consultant, in addition to cleaning the debris, change work practices, modify the containment, or take other appropriate corrective action as needed to prevent similar releases from occurring in the future. Do not resume the emission-producing operations until the Engineer or environmental consultant has given permission to resume these operations.

E. **Sensitive Natural Resources**

1. Sensitive natural resource areas may be located around the project. A sensitive natural resource includes any area capable of providing habitat for plant and animal species or capable of functioning to support environmental systems and maintain the City's environmental balance, such as bays, inlets, and wetlands. These areas also include all federal and state parkland, wetlands, tidal zones or other regulated natural areas. If the project is located in a natural resource area, develop a site-specific habitat protection plan to address the steps that will be taken to protect these ecologically sensitive areas from damage. Note: If Sections 831 and 832 are specified for the work, only a single sensitive natural resources protection plan is required.

F. **Endangered, Threatened, and Protected Species**

1. Peregrine falcons, barn owls, red-tailed hawks, or other birds that are protected by federal and/or state law may be nesting or present on the bridge at the commencement of the Work or may build nests or be present on the bridge as the Work proceeds. (Barn owl and red-tailed hawk nests are generally occupied from the beginning of April until the end of July, with eggs laid in April. Peregrine falcon nests are generally occupied from March to July.) If birds or their nests are present, notify the Engineer about the location of the birds and/or nests and identify the species (if known). Do not disturb the birds or their nests without first obtaining approval from the Engineer of a site-specific plan and all applicable permits and licenses required by state and, if applicable, federal law.

Note: If Sections 831 and 832 are specified for the work, only a single endangered/protected species plan is required.

2. Peregrine falcons are listed as an endangered species under New York State Law, 6 NYCRR § 182.5(a), and they are also protected birds under New York State Law. See N.Y. Environmental Conservation Law §§ 11-0103(5)(b). Barn owls and red-tailed hawks are also protected birds under New York State Law, see id., but they are not endangered or threatened species. None of these species are currently listed as endangered or threatened species under the federal Endangered Species Act.

3. N.Y. Environmental Conservation Law § 11-0505(5) prohibits any person from destroying a nest of a protected bird without a permit from the N.Y. Department of Environmental Conservation. Therefore, prior to destroying a nest of a peregrine falcon, barn owl, red-tailed hawk, or other protected bird, Contractor must obtain a permit.

4. N.Y. Environmental Conservation Law § 11-0535(2) prohibits the "taking" of any endangered species without a license from the N.Y. Department of Environmental Conservation. "Taking" includes "disturbing," among other activities. N.Y. Environmental Conservation Law § 11-0103(13) ("Taking" and "take" include "pursuing, shooting, hunting, killing, capturing, trapping, snaring and netting"). Therefore, prior to taking (including disturbing) a peregrine falcon that may be present on the bridge, Contractor must obtain a license.

3.04 CONTAINMENT SYSTEMS

A. General

1. Use a containment system that maintains the work area free of emissions of dust and debris in accordance with all provisions of this Specification.

2. Install and use a containment system for the project based on the paint removal methods that will be utilized.

3. Provide the containment system in compliance with SSPC Guide 6 guidelines and the requirements of this Specification as well as the FEIS.

4. The containment enclosing the active work area must meet all specification requirements for the entire enclosed area. The entire containment is considered to be the active work area and the specified negative pressure and airflow must be maintained throughout the entire cross-section of the containment enclosure (airflow cannot be directed or channeled within the containment enclosure by the use of barriers,

partitions, baffle tarps, or other devices). Containment cannot be divided up into smaller sections with dust and debris being released into adjacent sections that do not have air flow or negative pressure. If the containment is divided into smaller sections, the smaller section must also meet the class of containment as presented in Section 3.04.F.

5. Have the competent person inspect the performance of the containment on a daily basis for compliance with this Section and the approved containment submittals and prepare a daily report or daily log of observations made. Maintain the information at the project site and make it available to the Engineer or environmental consultant for review at any time.

6. All materials utilized in containment construction shall be fire-retardant. All materials shall possess a fire rating in accordance with all applicable federal, local and state agency, as well as passing U.L and NFPA test standards. With the submittals, provide proof that the materials are fire retardant.

B. **Noise**

1. Comply with the New York City Noise Control Code and Citywide Construction Noise Mitigation requirements.

2. Develop and post on site a Construction Noise Mitigation Plan that defines the steps taken to comply with the standard. Address noise mitigation measures in the plan, including but not limited to:

   a) the use of noise reduction devices on equipment

   b) installation of noise barriers around blast cleaning operations or lining the containment with noise resistant material meeting sound transmission class (STC) 30 or greater per ASTM E90

   c) control of after-hours noise to 80 dBA maximum

   d) noise mitigation training.

3. If construction activities will be performed outside of normal hours of operation (7AM to 6PM on weekdays), obtain special permits authorizing this activity and prepare an Alternative Noise Mitigation Plan for submission to and approval by the NYCDEP. Provide a copy of the permit to the Engineer prior to commencing any operations outside of normal hours.

C. **Containment Drawings and Submittals**

1. Provide containment drawings, calculations, and assumptions, including ventilation criteria as detailed in Appendix A, signed and sealed by a New York State licensed Professional Engineer. Do not conduct any work until the drawings, calculations, and containment submittals have been reviewed and accepted by the Engineer and the NYCDOT Environmental Engineering Unit.

2. The containment drawings must include calculations for pressure losses, dust collector capacity, make-up air openings and airflow.

3. Provide catalog cut sheets, fan curves and equipment operating parameters for the dust collectors and filters.

4. Provide design details regarding containments withstanding high winds during storm events when wind speeds are equal to or greater than 40mph.
5. Provide detailed procedure of the steps to be taken should the wind speed exceed the designed maximum wind speed for the containment.

D. **Certification of Containment Installation**

1. After each containment enclosure is installed, have the New York State licensed Professional Engineer responsible for the containment design, or a designee employed by the same firm and working under the direction of the design engineer, conduct a site inspection to verify that the containment system has been assembled as shown on the approved, signed and sealed drawings. Have the design engineer submit a letter to the Engineer attesting to the above. The Engineer must receive the letter before any paint removal work within the containment can begin.

2. If the containment is not installed in accordance with the design drawings, reinstall the containment, or issue supplemental calculations for the new design for Engineer review and acceptance in accordance with the original submittal requirements. Field changes will only be acceptable after submission and acceptance of supplemental calculations or design drawings.

3. Provide the services of the structural engineer responsible for the design of the containment when requested by NYCDOT.

E. **Containment Flooring System and Additional Collectors**

1. If the floor or ground beneath the structure being prepared serves as the base of the containment:

a) Cover it with air and dust impenetrable materials such as tarpaulins.

b) Prior to the installation of the containment floor, ensure that the work area has been cleaned of all rubbish, paint chips, garbage and debris and properly disposed. Do not remove any trees, bushes or shrubs.

c) As required, install a rigid material such as plywood over or under the ground tarpaulin in order to prevent any rips, tears or other penetrations from occurring in the ground tarpaulin. Maintain the materials throughout the project to avoid discharging debris through rips, tears, or breaks in the coverings.

2. If a suspended or elevated platform is constructed to serve as the base of the containment:

a) Flexible platforms shall not be used over water bodies, vehicular traffic and pedestrian walkways.

b) Cover rigid platform materials (e.g., plywood, metal, etc.) with multiple layers of flexible materials as necessary to create an air and dust impenetrable enclosure. For platforms over water bodies, vehicular traffic, railroads and pedestrian walkways, the use of at least one (1) layer of continuous rubber type membrane is mandatory.

c) Cover flexible platform materials, such as those composed of a chain-link wire fencing with multiple layers of flexible materials to create an air and dust impenetrable enclosure. The flexible materials consist of a first layer of rubber-type membrane and a second layer of tarpaulin-type material.

d) Seal all holes and gaps at cable, hanger, or vertical pick-up intersections with the platform.

e) Verify that the platform and its components are designed and constructed to support at least four times its maximum intended load without failure plus a safety factor, with wire cables capable of supporting at least six times their maximum intended load without failure plus a safety factor. Provide all load calculations for design of the suspended platform systems. Strictly follow all applicable OSHA regulations regarding scaffolding and fall protection systems.

f) Provide ground covers around and beneath the containment area to capture inadvertent spills or leaks of debris. Extend the covers a minimum of 10 feet beyond the area covered by the containment. Increase this distance based on the height of the work above the ground as directed by the Engineer. Remove debris from the covers continuously and at the end of a work shift, or as directed by the Engineer.

3. Note the requirements in Section 3.06 C for the daily cleaning of the floor and for overall cleaning of the containment prior to moving or dismantling the enclosure.

F. **Containment Requirements for Removal Methods** – The minimum containment system requirements per SSPC Guide 6 for the various method(s) of paint removal are as follows:

1. Dry Abrasive Blast Cleaning – Class 1A

2. Vacuum Blast Cleaning – Class 4A

3. Wet Abrasive Blast Cleaning – Class 1W

4. Water Jetting – Class 2W

5. Power Tool Cleaning without Vacuum Shrouds – Class 1P

6. Power Tool Cleaning with Vacuum Shrouds – Class 3P

7. Hand Tool Cleaning – Class 3P

8. Chemical Stripping with Hand Removal – Class 3C

9. Chemical Stripping with Wet Removal – Class 2C

G. **Containment and Ventilation System Components** – The basic components that make up containment systems are defined below. The components are combined in Table 1 and in accordance with the requirements of SSPC Guide 6 to establish the requirements for each method of removal.

1. **Rigidity of Containment Materials**: Rigid containment materials consist of single panels, interlocking panels or modular fabrications constructed of plywood, aluminum, rigid metal, plastic, fiberglass, composites, or similar materials. Flexible materials consist of screens, tarps, drapes, plastic sheeting, or similar materials. Containment materials must be fire retardant, and new and unused when delivered to the project site. Maintain stored materials in a new condition until used in

containment construction. Containment materials that become torn, ripped, or otherwise damaged during use, or show evidence of wear that may affect their ability to control emissions shall not be used for the construction of containment enclosures or in any other manner on the project.

2. **Permeability of Containment Materials**: The containment materials are identified as air impenetrable if they are impervious to dust or wind such as provided by rigid panels, coated solid tarps, or plastic sheeting. Air penetrable materials include tightly woven, but not coated, tarps, and materials that are formed or woven to allow airflow, but can retain some airborne particles. Water impermeable materials are those that are capable of containing and controlling water when wet methods of preparation are used. Chemical resistant materials are those resistant to the specific chemical and solvent stripping solutions.

3. **Support Structure**: Rigid support structures consist of scaffolding and framing to which the containment materials are affixed to minimize movement of the containment cocoon. Flexible support structures are comprised of cables, chains, or similar systems to which the containment materials are affixed. Minimal support structures involve the cables or connections necessary to attach the material to the structure being prepared and/or to the ground.

4. **Containment Joints**: Fully sealed joints require that mating surfaces between the containment materials and the structure being prepared are completely sealed. Sealing measures include tape, caulk, stitching, clamps, overlapping seams (when using flexible materials) or other similar material capable of forming a continuous, impenetrable or impermeable seal. Partially sealed joints involve the mating of the materials to one another and to the structure being prepared with concern for the structural soundness of the joint, but without consideration for creating a continuous, impenetrable or impermeable seal.

5. **Entryway**: An airlock entryway involves a minimum of one stage that is fully sealed to the containment and which is maintained under negative pressure using the ventilation system of the containment. Resealable door entryways involve the use of flexible or rigid doors capable of being repeatedly opened and resealed. Sealing methods include the use of zippers, clamps, or similar fasteners. The use of clamps to create “resealable doors” is not permitted. Overlapping door tarpaulin entryways consist of minimum two or three overlapping door tarpaulins. Open seam entryways involve entrance into the containment through any open seam.

6. **Mechanical Ventilation**: The requirement for mechanical ventilation is to ensure that adequate air movement is achieved to reduce worker exposure to toxic metals to as low as feasible, and to enhance visibility. Design the system with proper exhaust ports or plenums, adequately sized ductwork, adequately sized discharge fans and air cleaning devices (dust collectors) and properly sized and distributed make-up air points. A minimum cross-draft airflow of 100 feet per minute (30 meters/min) or a down-draft airflow of 60 feet per minute (18 meters/minute) are required during all activities that disturb lead paint or debris within the containment. These activities include, but are not limited to, abrasive blasting, blow down, waste removal, cleaning of the containment and cleaning of surfaces in the containment. Increase these minimum airflows as required if unacceptable visibility occurs. Verify through instrument monitoring that air flows meet or exceed design values initially and at least weekly thereafter. Number and locations of air velocity measuring points shall be agreed upon with the Environmental Consultant. Document air flow measurements.

   Natural ventilation does not require the use of mechanical equipment for moving dust and debris through the work area. It relies on natural air flow patterns, if any, through the containment.

7. **Negative Pressure**: If negative pressure is specified, verify its performance through pressure gage instrument monitoring to achieve a minimum of 0.03 in. (0.08 cm) water column (W.C.) relative to ambient conditions during all activities that disturb lead paint, debris, grit or other lead-contaminated materials. This shall include, but not be limited to, abrasive blasting, containment cleaning, vacuuming, and blowdown within containment. In addition, verify through visual assessments for the concave appearance of the containment enclosure.

8. **Exhaust Ventilation:** When mechanical ventilation systems are used, provide filtration of the exhaust air, otherwise airborne particulate from the containment will be exhausted directly into the surrounding air. Provide a filter that is at least 99.9% efficient in removing a mono-dispersed aerosol at 0.5 micrometers in diameter. For other requirements related to exhaust ventilation design and use requirements, see SSPC-Guide 16 and 3.04.G.6, Mechanical Ventilation and 3.04.G.7, Negative Pressure, described above.

H. **Maintenance of Existing Lighting Systems, Surveillance Cameras, and Containment Lighting Requirements**

1. Maintain as fully operational throughout the project, all existing navigation and anti-collision lighting systems that are attached to the structure. If existing lighting will be concealed, install temporary lighting

of equal or better magnitude. Provide the lighting plan to the Engineer for approval in advance.

2. Make all efforts to maintain existing aerial, roadway, and parking lot lighting, or provide suitable substitutions as approved by the Engineer.

3. Do not obstruct surveillance cameras view without prior approval. The Contractor will be responsible for temporary relocation and reinstallation of security cameras as directed by the Engineer.

4. In accordance with SSPC-Guide 12, maintain light intensity inside containment, by natural or artificial means, at a minimum of 20 foot-candles (215 lux) on the surface throughout surface preparation and painting activities. Maintain a minimum of 50 foot-candles (538 lux) at the surface for inspection activities. Provide auxiliary lighting as necessary. Use explosion-proof lighting.

5. Increase lighting intensity when measurements by any involved party indicate that there is insufficient lighting for either surface preparation, painting, or inspection.

I. **Lockout/Tagout of Existing Electrical Systems**

1. Develop, implement and maintain a Lockout/Tagout plan.

2. De-energize and lockout/tagout existing electrical systems located inside containment enclosures and in other work areas as appropriate.

3. Perform all lockout/tagout in accordance with 29 CFR 1910.147 and 1910.333.

4. Coordinate all lockout/tagout activities with NYCDOT and the utilities.

5. Include lockout/tagout in the worker protection plan. If Sections 831 and 832 are specified for the work, only a single Lockout/Tagout plan is required.

J. **Fire Protection and Prevention, and Emergency Response**

1. Coordinate all lockout/tagout activities with NYCDOT and the utilities.

2. Develop, implement, and maintain a site-specific Fire Protection and Prevention Plan meeting at a minimum the requirements of 29 CFR 1926.24 and 29 CFR 1926.150.

3. Control all sources of ignition throughout the period of construction and

comply at a minimum with the requirements of 29 CFR 1926.151.

4. Store and handle all flammable and combustible in a safe manner and in compliance with the requirements of 29 CFR 1926.152 at a minimum.

5. Develop, implement and maintain a site-specific Emergency Response Plan in accordance with the requirements of 29 CFR 1926.65(q) at a minimum.

6. If Sections 831 and 832 are specified for the work, only a single Fire Protection/Prevention and Emergency Response plan is required

K. **Electrical Safety**

1. Develop, implement and maintain a written site-specific Electrical Safety plan ensuring control of electrical hazards due to installations, safety-related work practices, maintenance and environmental considerations, and/or use of special equipment as outlined in 29 CFR 1926.400 and 29 CFR 1926.403.

2. Implement all applicable provisions of 29 CFR 1926 Subpart K as necessary based upon the hazards present on the jobsite.

3. If Sections 831 and 832 are specified for the work, only a single Electrical Safety plan is required.

4. Provide training, hazard assessment and proper personal protective equipment if workers are going to come into contact with high voltage power when working on NYCDOT site as specified in NFPA 70E regarding arc flashing.

L. **Protection of Drainage Systems**

1. Protect storm sewers and drains from the entrance of debris from project activities. Keep all drainage systems clean and operational throughout the entire project. At the end of each shift, remove all visible debris from the protective devices or from areas where rain water could carry the debris into drains or storm sewers. Conduct more frequent cleaning as directed by the Engineer.

2. Identify the methods that will be used to route run-off from the existing deck drains through the containment enclosure. Do not close any bridge deck drains without the explicit approval of the Engineer.

M. **Work Over/On Water - Containment Restrictions**

1. When working over or near water, install a shield, suspended platform or other engineering control meeting the requirements of Section 3.04.E.2 to prevent discharge of any debris or materials into the waterway. Use water booms to contain inadvertent spills or releases of dust and debris unless prohibited by navigation lanes or ineffective due to high water flow. In these cases, have a boat available with a skimmer to collect fugitive materials. Remove all project-related dust and debris from the surface of the water or from sediment at the end of each shift at a minimum. Conduct more frequent cleaning, if directed by the Engineer.

2. Provide the Engineer and the appropriate authorities (e.g., Coast Guard) with the distance that the containment will extend below the bottom of the bridge (e.g., below the bottom chord) when operating in the navigation channel. Clearance reduction shall be approved by Coast Guard.

3. Unless otherwise directed by the Engineer or the appropriate authorities, design the containment to allow it to be moved out of the navigation channel within 24 hours of notification that ships needing additional clearance require passage.

4. Provide the Engineer and the appropriate authorities with a 24-hour telephone number and contacts for discussions regarding the containment system.

N. **Inclement Weather**

1. When threatening weather conditions exist or are forecast for the New York City Metropolitan Area, such as sustained winds of 30 mph (48 kilometers/hour) or gusts of 40 mph (64 kilometers/hour) that could cause the release of waste material to the surrounding environment, stop all work activities and immediately cleanup waste materials within the containment. The work area and project site must be secured of all loose materials and equipment.

2. Develop and submit to the Engineer for acceptance, an Emergency Demobilization Procedure for the securing of equipment and materials, and the removal of necessary containment materials in the event of, or the forecast of, inclement weather for the New York City Metropolitan Area. Inclement weather includes, but is not limited to, sustained wind speeds of 40 mph (64 kilometers/hour), gusts greater than 40 mph (64 kilometers/hour), wind speeds greater than the containment design (if less than 40 mph (64 kilometers/hour)) and heavy snow/ice storms that will place unacceptable loads on the containment structure. Initiate the

Emergency Demobilization Procedure under, or the forecast of, inclement weather conditions or as directed by the Engineer. Note that if the containment design mandates Emergency Demobilization at wind speeds less than the above, initiate demobilization at the lower speeds. The Contractor is responsible for maintaining containment integrity even if predicted adverse weather events occur during off hours, weekends and/or holidays.

3.05 WASTE CLASSIFICATION, HANDLING, AND DISPOSAL

A. General

1. The Contractor and the NYCDOT are co-generators of the hazardous waste. The NYCDOT will provide the EPA identification number, but the Contractor is solely responsible for the aspects of waste management as defined in this Section.

2. Work under this Section consists of accumulating, packaging, labeling, loading, transporting, treating, and disposing of hazardous paint removal waste, hazardous wastes, hazardous and non-hazardous soils, solvents, liquid wastes, non-hazardous construction debris, and waste water used for cleaning and washing the bridge, decontamination of personnel and equipment prior to removal from the Work site.

3. For purposes of this Section, paint removal waste is defined as removed paint particles, rust and other foreign matter combined with the material used to remove the paint. This also includes used abrasive grit material, recyclable or otherwise. The NYCDOT has declared all paint removal waste as hazardous, even if sampling and analysis indicate that hazardous thresholds are not exceeded. Note that the existing coatings may contain toxic metals in addition to lead.

4. Recover all waste products generated during cleaning and painting work, including but not limited to rags, tape, and paint cans. Manage as non-hazardous /construction waste as described in 3.05 H.2 unless the items are contaminated with paint, thinners and petroleum products, or if paint cans contain more than one inch of material. If the items are contaminated with paint, thinners and petroleum products, or contain more than one inch of material, handle them as a flammable hazardous waste.

5. The competent person shall inspect the waste handling and storage areas on a daily basis for compliance with this Section and the approved Waste Management Plan and prepare a daily report or daily log of observations made. Maintain the information at the project site and make it available to the Engineer or environmental consultant for review at any time.

B. **Items Provided by the Contractor**

1. Waste sampling, testing, and classification.

2. Waste packaging, handling, and secure storage.

3. Labeling of containers.

4. Procuring all necessary waste permits and licenses.

5. Arranging for the transportation and disposal of hazardous waste.

6. Arranging for the transportation and disposal of non-hazardous waste.

C. **Waste Sampling**

1. All paint removal waste streams are declared hazardous but collect a minimum of four representative samples of each paint removal waste stream to identify the specific composition.

2. Collect a minimum of ½ pound of waste per sample, or approximately 8 oz per sample in the case of wastewater. Collect the wastewater sample only after the water has been filtered as specified later in this Section.

3. Collect the samples under the observation of the environmental consultant.

4. Collect the samples in accordance with EPA solid waste test methods SW-846, "Test Methods for Evaluating Solid Waste - Physical/Chemical Methods." Use a random sampling technique to collect representative samples. Obtain samples as close to the point of generation as possible, i.e., from the floor of containment, except that debris from blasting with recyclable abrasives shall be taken from the abrasive recycling equipment.

5. Complete the initial sampling of each waste stream prior to, or immediately upon filling the first container, but do not allow waste to accumulate for longer than 30 days before sampling. After the representative samples are collected, send them immediately to the approved and NYS accredited laboratory for analysis.

6. Unless otherwise directed by the Engineer or required by State regulations or the waste recycling or disposal facility, once each waste stream is sampled, tested, and classified, additional sampling and analysis are not required for subsequent shipments unless the waste stream changes.

D. **Waste Testing**

1. Only use laboratories which meet the qualification requirements of Appendix A, and which have been approved by the Engineer.

2. Direct the laboratory to test the solid waste in accordance with 40 CFR 261, Appendix II, Method 1311 Toxicity Characteristic Leaching Procedure (TCLP).

3. Analyze one sample from each waste stream by TCLP for all eight (8) RCRA metals, and other hazardous characteristics (e.g., corrosivity, reactivity, toxicity, and ignitability) as required by the regulations. Conduct any additional tests required by the disposal facility. When chemical strippers are used, test all liquids and sludge. Include pH to determine corrosivity. Test chemical waste products for ignitability and corrosivity.

4. Retain the other samples for possible further analysis.

5. After filtration, test the wastewater for lead and any other analytical parameters required for disposal characterization by the POTW, discharge permit or disposal facility. Comply with disposal requirements in 3.05.H.4.

E. **Waste Classification**

1. **Hazardous Waste Classification**

a) All paint removal waste streams are classified as hazardous. Other waste streams are classified as hazardous if results from TCLP analysis indicate any one of the following eight metals in concentrations at or above limits established in 40 CFR 261:

Arsenic -	5.0 mg/L
Barium -	100.0 mg/L
Cadmium -	1.0 mg/L
Chromium -	5.0 mg/L
Lead -	5.0 mg/L
Mercury -	0.2 mg/L
Selenium -	1.0 mg/L
Silver -	5.0 mg/L

b) The above list includes only those elements typically associated with paints. Take into account and test for other substances that may be present which can cause debris to be classified as hazardous waste as defined in 40 CFR 261 (e.g., pH $\leq$2.0 or $\geq$12.5

resulting in corrosivity, or the characteristics of reactivity or ignitability).

c) The NYCDOT requires that paint removal waste, including waste that is generated through the use of steel abrasives and used steel abrasives, be handled, transported, and disposed of as hazardous waste, regardless of the TCLP test results.

d) Typical paint removal waste contains less than 2% by weight of organic material. The Contractor is specifically forewarned that disposal facilities perform spot tests and may refuse to accept wastes in excess of 2% organic content. Waste contaminated in this manner (e.g., with solvent waste) will be the Contractor's responsibility. All penalties and costs associated with the refusal of a disposal facility to accept waste not meeting its requirements will be borne by the Contractor.

e) Ensure that all waste characterization testing required by the disposal facility is included in waste classification sampling and testing. The Contractor shall classify waste via any additional sampling and testing required by the selected disposal facility.

2. **Non-Hazardous Waste Classification**

a) A waste stream is classified as non-hazardous if the TCLP analysis indicates that the waste stream contains toxic metals or hazardous substances below the thresholds identified above which would classify it as hazardous, and it does not exhibit other characteristics of hazardous wastes.

b) The NYCDOT has classified paint removal waste as hazardous regardless of the test results.

3. **Laboratory Report**

a) Have the laboratory send the original test report directly to the Engineer no later than five (5) calendar days after the representative samples are submitted for testing, with a copy being sent by facsimile or email to the Engineer on the same day the original report is sent.

b) Include the following minimum information in each report: Identity of the waste stream(s) analyzed, the number of samples collected and tested, dates of sampling and testing, laboratory test procedures utilized, the names and signatures of the individuals collecting the samples and conducting the laboratory tests, an

interpretation of the test results, and chain-of-custody forms.

F. **Waste Handling, Site Transportation and Spill Containment**

1. Comply with 40 CFR 262, State and City regulations for the on-site handling, packaging, and storage of all waste generated by the project.

2. Sequence the waste collection operations and identify storage locations in order to minimize the amount of container movement required throughout the course of the project. The Engineer must approve all waste storage locations. All hazardous waste must be stored on NYCDOT bridge property.

3. Provide secure waste storage areas (e.g., within a separate locked fenced-in area or other secure enclosure) to prevent access by the public or vandals and placard the storage area in accordance with applicable regulations. Store the waste on a level surface. Any fencing used for the storage area must be a minimum of eight feet high. All hazardous waste storage areas must be in compliance with the RCRA Contingency Plan as prepared by the contractor.

4. Do not place hazardous waste on the unprotected ground (e.g., cover the ground with impermeable tarpaulins). Provide protection from the elements (e.g., rain and snow) and adequate shielding to prevent dispersion of the waste by wind or rain. Use pallets to keep the hazardous waste drums off of the ground. Store drums containing liquid wastes (e.g., wastewater and spent solvents) on drip pads. Clean the drip pads on a periodic basis, as necessary. Install secondary containment controls around all hazardous waste containers.

5. Store non-hazardous waste separately from hazardous waste. Do not co-mix hazardous waste with non-hazardous waste. Do not mix different types of hazardous waste together unless specifically approved by the Engineer and the disposal facility.

6. Arrange containers in the storage area for easy accessibility. Drums should be stored in rows of two with hazardous waste labels facing outward for inspection. Do not pile drums over two high.

7. At the end of each working day at a minimum, collect and store the waste in drums or containers such that no waste is left exposed overnight. Cover all containers immediately upon filling and confirm that all lids are closed except when filling. Verify that all labels remain intact. Hazardous waste must be transported from the points of generation to the secure storage area within a closed vehicle (i.e. box truck). Transportation of hazardous waste via fork-lift, pick-up truck, flat bed or other similar type vehicles is

not permitted. Hazardous waste can only be transported on the project site and not to an off-site storage area or staging yard. Hazardous waste can only be transported through New York City streets by a properly NYSDEC licensed and permitted waste transporter to the TSDF in accordance with applicable regulations.

8. Maintain all containers in good operating condition with all lids and closing mechanisms intact and operational to prevent the escape of debris by wind, spilling of the contents, or access by unauthorized personnel. Drums must have lids and rings in place. Drums stationed at the dust collectors, recyclers or other equipment must have drum lids in place and connected to the discharge nozzles of the equipment through the flanged opening on the drum lid. All hazardous waste and debris from paint removal operations must be stored in rigid containers. The use of fabric or plastic-type bags to collect hazardous waste, non-characterized waste or other regulated waste is prohibited. The connecting of fabric or plastic bags to discharge nozzles of equipment is prohibited.

9. Provide adequate shielding and protection of the surrounding area when transferring and/or conveying hazardous waste from one container to another to prevent dispersion or spills. Hazardous waste can only be transferred within a regulated, controlled and contained area. Immediately cleanup spilled debris and return it to the storage containers. Use methods such as HEPA vacuuming that will prevent airborne dispersion of the material. Revise labels as necessary at the time of transferring and/or conveying hazardous waste from one container to another.

10. Do not fill any container or roll-off in excess of the capacity marked on the container.

11. Have the competent person, on a daily basis, inspect the drums or containers for corrosion, applicable and legible labels, proper covers, ground protection, and leaks, and record the results of all the inspections in a log book. Conduct additional inspections before containers are moved.

12. Verify that all waste is transported to the appropriate recycling or disposal facility within forty-five (45) calendar days after waste is generated, or two weeks following demobilization of the site, whichever occurs first. Failure to comply with the aforementioned deadlines may result in the actions described under Basis of Payment.

13. Improper waste storage is cause for immediate suspension of the Work by the Engineer until appropriate corrective action is completed.

14. Train all personnel in the proper handling of hazardous waste at the Work

site in accordance with 40 CFR 265.16 and 6 NYCRR 373. Include procedures in the Waste Handling Plan that will be followed in the event of a release or spill when handling the waste, including containment of the spill, notification of the NYCDOT Engineer, collection and containerizing of the waste, and a review of work practices and implementation of necessary changes to prevent a reoccurrence. Maintain all training records on-site. Workers responsible for handling hazardous wastes must have a current OSHA 24-hour HAZWOPER certification plus 8 hours of annual refresher training.

G. **Labeling of Containers**

1. Immediately label all containers of hazardous waste in accordance with 40 CFR 262, and 49 CFR 171-179. Complete missing information upon receipt of the testing results. Include the following minimum information:

   a) Hazardous Waste. Federal law prohibits improper disposal. If found, contact the nearest police, or public safety authority, or the U.S. Environmental Protection Agency.

   b) Proper DOT Shipping Name (e.g., RQ Hazardous Waste Solid, N.O.S. 9, NA 3077, PG III)

   c) Manifest Document No (when manifest is prepared; prior to shipping)

   d) Generator Name, Address, EPA ID No, and Contract No.

   e) Date of Accumulation (accumulation date commences when hazardous waste is first placed into the container)

   f) EPA Waste No (e.g., Arsenic - D0004, Cadmium - D0006, Chromium - D0007, Lead - D008)

   g) Apply DOT identification labels based on DOT hazard class in accordance with 49 CFR 172.

2. Enter the above information using permanent marking material, printed in English, and displayed on a background of contrasting color unobscured by other labels or attachments. Locate labeling away from other markings that could substantially reduce its effectiveness.

3. Complete the labeling, marking, and placarding activities under the observation of the environmental consultant prior to storing or transporting any container or roll-off.

H. **Waste Transportation and Disposal**

1. **Hazardous Waste**

a) Procure all necessary waste permits or licenses that are required by State or City regulations.

b) Prepare the Uniform Hazardous Waste Manifest for each shipment, including the LDR (Land Disposal Restriction) certification, which will be attached to the manifest. The Generator Owner shall be NYCDOT 55 Water Street, 5th Floor, Environmental Engineering Unit. The Engineer will sign the Generator's Certification on the manifest and maintain copies of the original manifest and signed copies upon completion of disposal. All original manifests must be submitted to the NYCDOT Environmental Engineering Unit.

c) Arrange for the transportation of all hazardous waste by a licensed transporter in accordance with 40 CFR 263, 49 CFR 171-179, and State and City regulations. Verify that all waste is completely covered before departing project site.

d) The hazardous waste transporter is not permitted to stop enroute after the pick-up of hazardous materials from the construction site.

e) Arrange for the recycling or disposal of all hazardous waste in accordance with 40 CFR 264, 40 CFR 268, and state regulations. Verify that only licensed recycling or Treatment, Storage, and Disposal (TSD) facilities are used.

f) Should any problems arise that would preclude the selected facility from accepting the waste, immediately notify the Engineer in writing of such situation. Identify and provide information on an alternate TSD that is properly licensed and acceptable to the NYCDOT and arrange for disposal at such facility after having obtained written approval from the Engineer.

g) Provide a certification for each manifested shipment that the waste was accepted by the recycling or disposal facility, and properly treated and disposed. Comply with all of the manifesting, certification, and reporting requirements for hazardous waste in accordance with 40 CFR 262, 40 CFR 268 and State regulations, including certificates of final disposal for each shipment.

h) If the signed manifest is not received from the disposal facility within thirty-five (35) days, initiate tracking by contacting the transporter and TSD to determine the status of the shipment. If the

signed manifest is not received from the disposal facility within forty-five (45) days of shipment, as directed by the Engineer, initiate the EPA Exception Report in accordance with 40 CFR 262.42, and take all steps necessary to locate the manifest and waste.

2. **Non-Hazardous Municipal/Construction Waste**

a) Procure all necessary waste permits or licenses that are required by State or City regulations.

b) Properly transport and dispose of all non-hazardous municipal/construction waste.

c) Verify that waste is completely covered before departing the project site.

d) If toxic metals or hazardous substances were detected during the laboratory testing, notify the disposal facility that such metals or materials are present in the waste.

e) Lead coated scrap steel shipped off site for recycling must be properly wrapped and protected during transport to prevent paint chips discharging from the truck into the environment. Provide a letter from the recycling facility acknowledging the receipt of lead coated steel from the specific NYCDOT project site, and that they do accept lead-painted steel for recycling.

f) Non-hazardous, lead-containing soil can either be disposed at an appropriately permitted waste landfill or soil recycler depending upon the disposal facility requirements for acceptance.

3. **Special Waste Requirements for Recycled Steel Grit**

a) When recycled steel abrasives are used, collect, handle, store, and transport the recycled steel abrasives as hazardous waste. All waste generated from the recycled steel abrasives, including used recyclable steel abrasives, must also be treated as hazardous waste. Do not transport used abrasive materials from/to other project sites unless approved by the Engineer.

b) Manage the hazardous waste as per 3.05 F, G, and H.

4. **Waste Water Handling and Disposal**

a) Collect, test and dispose all waste water used for the bridge

cleaning, clean up activities, hygiene purposes and laundering of clothing if done on site in accordance with Federal, State and Local regulations. Note that payment for the hygiene and laundering water is included under decontamination facilities for worker protection.

b) Filter visible paint chips and particulate from the water prior to placing it into the containers. Prior to disposal, test the water for total toxic metals and provide ample filtration (e.g., through a multi-stage filtration system ending in 5 microns or better if needed) until the water is not classified as hazardous. If the filtered waste water does not meet the requirements for non-hazardous waste classification, handle and dispose of it as a hazardous waste in accordance with Federal, State and Local regulations.

c) Make disposal arrangements with the local publicly owned treatment works (POTW), Sanitation Company, or other appropriate permitted facility. Provide the Engineer with documentation signed by an official of the facility stating that the facility will accept the waste, and that the levels of any lead or other metals remaining in the water are acceptable. If the facility allows the filtered water to be placed into the sanitary sewer system, include such authorization in the letter. Provide a copy of the NYCDEP Discharge Permit for any discharge into the NYC sewer system. Waste water discharged to the New York City sewer system must be below the discharge standards established by the NYCDEP.

3.06 CLEANING AND CLEARANCE OF MATERIALS, EQUIPMENT, AND SURROUNDING SURFACES

A. General

1. Have the competent person inspect the Work site on a daily basis for compliance with the requirements of this Section and the approved Environmental Protection Plan and prepare a daily report or daily log of observations made. Maintain the information at the project site and make it available to the Engineer or environmental consultant for review at any time.

B. Daily Cleaning of Work Site

1. Cleanup paint chips, dust, materials, staining from steel abrasives and paint removal debris from the unprotected ground, the soil, on or in the water or sediment, from surfaces of all equipment, around storm sewers or

drains, or in areas where rain water could carry the debris into storm sewers or drains. When cleaning pavement surfaces take special care to remove all waste material so as to prevent it from being redistributed into the air by traffic.

2. Cleanup the debris at least once each shift or more frequently if directed by the Engineer or environmental consultant. Note that the cleanup of loose debris by the end of the work shift is mandatory.

3. Conduct the cleaning by manually removing paint chips, washing and wiping, and/or HEPA vacuuming. Sweeping of paint chips, lead paint removal debris, dust is not permitted.

4. Have the competent person document the results of the daily cleaning in a report or log.

C. **Cleaning of Containment**

1. When abrasive blast cleaning is employed, remove abrasive/paint debris from the containment floor in order to prevent waste build up. Acceptable methods include the use of automatic waste conveyance systems or HEPA vacuums. If such ongoing methods of removal are not employed, conduct waste removal at a minimum of every two hours, or continuously, while abrasive blast cleaning is underway, to remove accumulations of waste, or as directed by the Engineer. Remove all abrasive/paint waste at the end of each shift, or before a prolonged work stoppage, such as for weather interruptions, or as directed by the Engineer.

2. When methods of paint removal other than abrasive blast cleaning are employed, conduct cleaning of the waste from within containment at the end of each shift, or before a prolonged work stoppage, such as for weather interruptions, or as directed by the Engineer.

3. Prior to moving the containment enclosure, clean the inside surfaces of the enclosure (walls, floors, ceiling, etc.) of dust and other spent material by vacuuming. The competent person shall conduct a visual inspection to verify that the surfaces are free of loose debris, dust, paint removal waste, grit, etc. prior to moving and document the results in the daily log or report. All scaffolding, platforms, floor sheathing must be inspected for cleanness prior to dismantling of containment tarps. Mechanical air ventilation must be maintained during all cleaning operations and must remain operational until the tarps are dismantled from the containments.

4. Prior to dismantling the containment, clean the inside surfaces to the extent that dust or debris is not dislodged when wiping a cloth across the surface. The competent person shall conduct the inspection and document

the results in the daily log or report. Do not dismantle the containment closure until the Engineer has accepted the quality of cleaning.

D. **Cleaning of Contractor Equipment and Materials**

1. Prior to removing equipment or reusable materials from the project site, remove all loose dust and debris from the surfaces to the satisfaction of the Engineer or environmental consultant.

2. Conduct the cleaning by manually removing paint chips, washing and wiping, and/or HEPA vacuuming.

3. Ductwork – Remove all accumulation of loosely held dust or debris from ductwork exterior by thoroughly vacuuming (using wet- or dry-powered HEPA vacuums), followed by wet washing as necessary. Clean the interior surface of ductwork using a low-pressure wash or air in conjunction with a system designed to capture dust washings, waste water and debris. After all visible, loose dust has been removed from inside the ductwork, seal the ends of each segment of duct using a minimum of double-wrapped, 6-mil polyethylene sheeting. Prior to transporting off site, the ductwork should be labeled "LEAD-CONTAMINATED."

4. The competent person shall conduct clearance tests by wiping a cloth across representative surfaces. If dust or debris is dislodged, conduct additional cleaning until the surfaces pass the clearance test. Report the results of the testing in the daily report or log.

5. NYCDOT, the engineer, environmental consultant or authorized representative may collect and analyze wipe samples from equipment to confirm effectiveness of cleaning. An acceptance criterion of <400 µg/SF will be used.

6. All dust collectors and recycling units must have all filters removed and disposed of as hazardous waste during the project as necessary and prior to equipment leaving the project site.

E. **Final Cleaning/Clearance of Surrounding Property and Structures**

1. After all Contractor equipment and materials have been removed, conduct a visual inspection and cleanup of the project site and surrounding property. This includes all areas used by the Contractor (e.g., staging and equipment yards, shower and trailer areas, waste storage, etc.), and all surrounding property, structures, buildings, equipment, and surfaces located within 100 feet in each direction from the outermost face of the bridge structure. If project debris is observed to be present beyond 100 feet from the structure, expand the limits of the inspection and cleanup, as

directed by the Engineer.

2. Test the surface layer of bare soil in publicly accessible areas for total lead concentrations. Test any applicable locations that were within the regulated area(s) established for the project and extending 100 feet in any direction from the regulated areas for projects involving abrasive blasting. If the concentration of total lead exceeds 400 ppm, remove the top two inches (not including vegetation) of topsoil and replace with clean soil and/or sod. Background soil samples are not required for comparison. Test the removed soil per Section 3.05.D to determine proper disposal.

3. Remove all lead dust, spent abrasives or other paint removal media, paint chips, solvents, materials of construction, fuel, and other litter from the areas indicated in item 3.06 E.1. Cleanup and remove the debris to the satisfaction of the Engineer or environmental consultant. This includes all visible debris and waste associated with bridge painting activities, even if the paint chips and abrasive waste are a pre-existing condition.

4. Clean the surrounding ground, equipment and other surfaces by manually removing paint chips, wet washing and wiping, and/or HEPA-vacuuming. Sweeping is not permitted. The environmental consultant will be conducting visual cleanliness inspections and wiping a cloth across surfaces to verify that dust has been removed. Wipe sampling may also be performed. Surfaces should have less than 400 µg of lead/SF. Conduct additional cleaning as required, based on the results of these inspections.

5. Clean the surrounding water with the use of approved materials and equipment including but not limited to water booms and/or boats with skimmers, as directed by the Engineer.

6. Properly collect, handle, store, transport and dispose of all material and/or water along with all waste products generated during the Work including but not limited to rags, tape, disposable coveralls, and filters.

7. Prepare a written report presenting the results of the inspections and tests conducted to verify the final cleanliness of the project site, surrounding property, waterways, equipment, buildings, and structures.

3.07 DEMOLITION

A. General

1. Demolition and work involving painted metal such as steel, wrought iron and cast iron, is to conform to the requirements of this section. This includes 3.01 – WORKER PROTECTION, 3.02 – ESTABLISHMENT OF REGULATED AREAS, 3.03 – CONTROL AND MONITORING OF RELEASES TO AIR, SOIL AND WATER, 3.04 -

CONTAINMENT, 3.05 – WASTE CLASSIFICATION, HANDLING AND DISPOSAL, and 3.06 – CLEANING AND CLEARANCE OF MATERIALS, EQUIPMENT, AND SURROUNDING SURFACES, and as modified by this section.

2. Assume the coating on the metal contains hazardous metal(s) unless otherwise determined by testing. Certify in writing to the Engineer the results of all testing. Provide proof that the coated steel removed from the project was not reused or buried but was sent to a scrap metal recycling facility or properly disposed.

3. This section is intended only for the demolition and preparation prior to repair. It does not include provisions for recoating of the steel.

B. **Cleaning/Removal**

1. Flame Cutting or Burning

a) Prior to the start of work, all surfaces that are to be welded, heated, or burned are to be cleaned to removal all contaminants and/or hazardous materials which can be discharged to the environment as a function of subsequent operations.

b) The paint is to be removed in its entirety extending a minimum of six inches (15 cm) on both sides of the cut line. Paint is to be removed from all surfaces in the cut area, including the back surface of the member being cut.

c) Furnish and erect temporary lighting to illuminate the surfaces being cleaned at a minimum illumination of 30 foot-candles to aid in cleaning operations and inspection if ambient light is insufficient.

d) Allowable coating removal methods include chemical stripping, power tool cleaning, water jetting, and abrasive blasting. Containment levels as presented in 3.04.F to match the method of removal are to be used.

2. Saw Cutting, Rivet Busting and Bolt Removal

a) Saw cutting is limited to small areas such as when removing handrails, fence posts, pipes less than 6 inches (15 cm) in diameter, and similar items. Saw cutting shall not be used for cutting of large steel members or other large steel items such as decks, diaphragms or other similar items. Either remove the coating prior to saw cutting, or firmly attach duct tape to the surface extending a distance 4 inches (10 cm) to both sides of the saw line. If water is used during saw cutting to cool down cutting blades all water must

be collected and properly disposed of after waste characterization testing and analysis. The tape shall also be collected and disposed of properly.

b) Coating removal is not required for rivet busting or bolt removal. However, if the coating is not removed, the surfaces must be coated with an encapsulant specifically manufactured for use on lead-based paint. All debris from rivet busting shall be cleaned with a HEPA vacuum. Ensure ground protection or a work platform is in place during rivet busting activities.

c) Do not use any method that will cause dust to be emitted into the environment to an extent that would expose the worker above the Action Level for any hazardous metal that is present.

d) Containment is to consist of ground cover, catch basin, catch tarp or the like to contain paint chips, debris and water (if used). Submit the containment plan for approval by the Engineer.

C. **Worker Protection**

1. When flame cutting or burning is performed, conduct worker exposure assessment in accordance with Section 3.01.D both for the coating removal step and when flame cutting or burning is performed.

2. Perform worker exposure assessment in accordance with Section 3.01.D when saw cutting, rivet busting and bolt removal.

D. **Regulated Areas**

1. Establish regulated areas through instrument monitoring as required by Section 3.02. When flame cutting or burning, the instrumental monitoring is to be performed for both the coating removal step and cutting step.

E. **Environmental Control and Monitoring of Releases to Air, Soil, and Water**

1. Follow the requirements in Section 3.03. Ambient air monitoring is not required when chemical stripping is performed.

F. **On-Site Handling and Waste Disposal**

1. Do not store painted metal components on the ground without protection. Either cover the ground or place in lined containers. Small items such as bolts, rivets and small pieces of steel can be placed in drums.

2. Either wrap metal components painted with hazardous materials in 6-mil thick plastic sheeting or place in lined containers for transport.

3. Provide the Engineer with a letter from the recycling facility as required in Section 3.05.H.2.e).

3.08 METHOD OF MEASUREMENT

A. **Worker Protection Plan** – The work of developing and implementing the Worker Protection Plan will be measured on a lump sum basis. This includes all medical testing and exposure monitoring sample analysis, and the furnishing, installation, maintenance, relocation, and removal of decontamination facilities. Included in the price is the cost of testing, storing, and disposing all hygiene water.

B. **Environmental Protection and Project Cleanup** – The work to develop and implement the environmental protection plans; supply and maintain the TSP-lead monitors; conduct visible emissions evaluations; and conduct routine and final project inspections and cleanup will be measured on a lump sum basis.

C. **Containment System** – The work to design the containment/ventilation system, prepare all working drawings and submittals, and provide all labor, materials and equipment necessary to install, operate, and remove the containment systems will be measured on a lump sum basis. On single projects where different types of containment are being used (e.g., unique designs for girder spans versus through truss, or one design for power tool work versus blast cleaning), the Contractor may elect to provide a separate lump sum price for each type of containment system being employed.

D. **Disposal of Paint Removal Waste, Hazardous Waste, and Waste Water**

1. This work will be measured on a lump sum basis to include all paint removal waste, hazardous waste, and waste water (with the exception of hygiene water which is included in item 832 under decontamination facilities in “Worker Protection Plan”) accumulated, packaged, stored, transported, treated, and disposed in accordance with the requirements of this Section.

2. The accumulation, packaging, storage, transportation, and disposal of non-hazardous waste (e.g., construction debris) is addressed in this specification, but it is not measured for payment. The cost for the handling and disposal of this waste is considered to be incidental.

E. **Community Notification** – The work to develop and distribute pamphlets and participate in community meetings will be measured on a lump sum basis.

3.09 **BASIS OF PAYMENT**

A. **General** – The extent of the Contractor's compliance with all provisions of this specification (e.g., control of emissions and worker exposures, performance of the containment, timeliness of disposal, etc.) will be considered as relevant in any future determination of an award to the Contractor as the lowest responsible bidder for any project under the supervision of the NYCDOT.

B. **Worker Protection Plan**

1. The lump sum price bid shall include labor costs for the IH and the competent person, and the cost of all materials, personal protective equipment, respirators, other equipment, and fees necessary to complete the Work, including lockout/tagout, fire prevention and protection, electrical safety, etc.

2. All costs related to personal exposure monitoring and medical surveillance, including worker time and transportation for medical testing, the cost of providing results to employees and the Engineer, and the cost for collection of exposure monitoring samples, shall be included in the lump sum price. No payments shall be made for additional medical tests or laboratory analysis required due to an increase in the blood lead level of any employee(s) above the OSHA threshold of 40 μg/dl.

3. The lump sum price shall also include the cost of ground rental and utility as necessary to furnish and install (clean, maintain, relocate and remove) the decontamination facilities as necessary to complete the Work. Cost of handling, testing and disposal of hygiene water also included in the Lump sum price.

4. Progress payments for the development and installation of the Worker Protection Plan will be computed in accordance with the following schedule:

a) 15% of the lump sum price will be paid when work entailing a potential for lead exposure has begun, the work is in compliance with the Worker Protection Plan as determined by the Engineer, and the following items (if required) have been completed:

(1) Lead Health and Safety plan is submitted, reviewed and accepted by the Engineer.

(2) Certification of completion of lead training for supervisors and employees is provided to the Engineer.

(3) Certification of completion of respirator training and

documentation of respirator fit testing for all employees who will wear respirators is provided to the Engineer.

(4) Documentation of purchase or mobilization of all required respirators and Personal Protective Equipment (PPE) is provided to the Engineer.

(5) Documentation of purchase or mobilization of decontamination facilities is provided to the Engineer.

(6) Documentation of initial medical testing and a summary of the results is provided to employees and the Engineer.

(7) Documentation of initial exposure monitoring and a summary of the results are provided to employees and the Engineer.

(8) Warning signs are posted in exposure areas.

b) 75% of the lump sum price will be paid based on the percentage of the work completed.

(1) A deduction of $2,000/day or four times the daily amount of the progress payment being considered, whichever is greater, will be made from the payment under this item for each calendar day during which there are deficiencies in compliance, as determined by the Engineer.

c) 10% of the lump sum price will be paid when the exit medical exams have been offered as required and results provided to employees and the Engineer, the final monthly report has been received, all work which entails a potential for lead exposure has been demobilized, and all equipment associated with such operations has been removed from the project site.

C. **Environmental Protection and Project Cleanup**

1. The lump sum price bid shall include the cost for developing and implementing the environmental protection plans; supplying, setting up and maintaining the TSP-lead monitors including power, monitoring visible emissions, taking corrective actions as required, and conducting routine and final project inspections and cleanup.

2. 15% of the lump sum price will be paid when the work is in compliance with the Environmental Protection and Project Cleanup Plan as determined by the Engineer, and the following items (if required) have

been completed:

a) Contractor's written procedure for assessment of visible emissions and releases is provided to the Engineer.

b) Documentation of purchase, rental, or mobilization of the TSP-lead high volume ambient air monitoring equipment and the submittal of the written description of the maintenance and security measures for them.

c) Documentation of preconstruction evaluations of ground, soil, equipment, structures and other surfaces is provided to the Engineer.

d) Documentation of the preconstruction evaluations of the water and sediment beneath and around the project site is provided to the Engineer.

e) Establishment of Regulated areas and approval by the Engineer.

3. 75% of the lump sum price will be paid based on the percentage of work completed.

a) A deduction of $2,000/day or four times the daily amount of the progress payment being considered, whichever is greater, will be made from the payment under this item for each calendar day during which there are deficiencies in compliance, as determined by the Engineer

4. 10% of the lump sum price will be paid after final project cleanup is completed to the satisfaction of the Engineer.

D. **Containment Systems**

1. The lump sum price bid shall include the cost for preparing the containment/ventilation system design, working drawings, and all labor, materials and equipment necessary to install, operate, and remove the containment systems. As directed by the Pay Items, provide a separate price for various types of containment design used on unique sections of the bridge (e.g., girder approaches versus through truss), or for unique methods of paint removal (containment for power tool cleaning versus abrasive blast cleaning).

2. All Work shall be done in a manner satisfactory to the Engineer. Payment for the assessment and cleanup of emissions and releases, and final project cleanup, are addressed above in the Environmental Protection and Project

Cleanup item.

3. Progress payments will be made. They will be based upon percentage of completion. The percentage of the total containment cost(s) represented by each section of the bridge (e.g., each span) will be established in advance, and the lump sum price(s) divided accordingly. 60% of the amount will be paid after containment system is ready for surface preparation and accepted by the Engineer.

4. 40% of the amount will be paid after containment is removed from the structure.

E. **Treatment and Disposal of Hazardous Waste, Solvents, Soils, Paint Removal Waste and Waste Water**

1. The lump sum price for the treatment and disposal of paint removal waste, hazardous soil, solvents, etc., and waste water used for cleaning the bridge and equipment shall include the cost of all labor, materials, equipment, sampling, testing, and fees necessary to complete the Work. The cost for the handling, testing, and disposal of hygiene water is included in the Section 832 under Item cost for the decontamination facilities.

2. The lump sum price shall also include the following fees which are the responsibility of the Contractor:

   a) Special Assessment on Generation, Treatment or Disposal of Hazardous Waste in New York State. The Contractor shall complete the quarterly form (TP-550) which is available on the NYS Taxation and Finance web page: https://www.tax.ny.gov/pdf/current_forms/haz/tp550_fill_in.pdf.

   b) The contractor shall pay the fee to the NYS Department of Taxation and Finance on a quarterly basis within 20 days after the end of each quarter. The fee will be based on actual tons of hazardous waste per quarter. The Contractor shall be responsible for all interest and penalties associated with late or non-payment of taxes.

   c) Hazardous Waste Fee (Generator Fee) – The Contractor shall pay the fee to New York State Department of Environmental Conservation on an annual basis (once a year). The fee is based on the amount of hazardous waste generated per year. The Contractor shall be responsible for all interest and penalties associated with late or non-payment of fees.

   d) Hazardous Waste Regulatory Surcharge Fee – The Contractor shall

pay the fee to the New York State Department of Environmental Conservation on an annual basis (once a year). The fee is based on the amount of hazardous waste generated per year. The Contractor shall be responsible for all interest and penalties associated with late or non-payment of fees.

e) The Contractor shall contact the NYS Department of Taxation and Finance and NYS Department of Environmental Conservation for proper procedures and forms for payment.

3. If the NYCDOT is fined or penalized as a result of the Contractor's performance or lack thereof on this item, in addition to other remedies the NYCDOT may possess, said fine or penalty will be deducted from the Contractor's payments on this item.

4. Progress payments will be made as follows:

a) 10% will be paid after the following documents are submitted, reviewed and accepted by NYCDOT:

1. Waste Handling, Storage, and Disposal;
2. Hazardous Waste Transportation:
3. Hazardous Waste Disposal;
4. Waste Water Disposal Information;
5. Non-Hazardous Waste Transportation and Disposal information.

b) 80% of BID amount will be divided by the scheduled number of months. Payment for the month will be made only after signed manifests from the disposal facility are received by NYCDOT for the hazardous waste picked-up from the project site in this month.

Example: 4 pick-ups were made in the month of March. Signed manifests for 3 pick-ups were received by NYCDOT. No payment for March will be processed until 4th signed manifest is received.

c) 10% will be paid after all hazardous waste storage areas are cleaned-up and accepted by NYCDOT and all weight tickets have been received by NYCDOT.

F. **Community Notification** – Payment will be made on a lump sum basis to cover the cost of furnishing all labor and materials to develop and distribute pamphlets and participate in community meetings as directed by the NYCDOT.

G. **Pay Items** – Payment will be made under the following items:

Item No	Item	Pay Unit
832.10	Worker Protection	Lump Sum
832.20	Environmental Protection and Project Cleanup (for each Structure)	Lump Sum
832.30nnnn	Containment System(s) (for each designated type)	Lump Sum
832.40	Treatment and Disposal of Hazardous Waste, Solvents, Soils, Paint Removal Waste, and Waste Water	Lump Sum
832.50	Community Notification	Lump Sum
832.60	Demolition Cleaning	Lump Sum

APPENDIX A – SUBMITTALS

A.01 GENERAL

A. This Appendix identifies the plans, programs, and documentation required prior to mobilization on site, at the start of construction, and during the construction phase.

A.02 PRE-CONSTRUCTION SUBMITTALS

A. **Submittal Schedule and Engineer Acceptance**

1. Submit the following plans and programs to the Engineer for review and acceptance a minimum of 30 days prior to mobilization at the project site. The Contractor shall not begin any paint removal Work until the Engineer has accepted the submittals.

2. Do not construe Engineer acceptance of the submittals to imply approval of any particular method or sequence for conducting the Work, or for addressing health and safety concerns. Acceptance of the programs does not relieve the Contractor from the responsibility to conduct the Work in strict accordance with the requirements of Federal, State, or City regulations and this specification, or to adequately protect the health and safety of all workers involved in the project and any members of the public who may be affected by the project. The Contractor remains solely responsible for the adequacy and completeness of the programs and work practices, and adherence to them.

B. **Project Schedule** – Provide the Engineer with an initial estimate of the workdays required to complete each phase of the project (e.g., mobilization, paint removal, paint application, and demobilization). Include the estimated number of workdays each month when lead exposures are anticipated.

C. **Qualifications, Experience, and Certifications** – Provide written qualification, experience, and certification information for the following:

1. Contractor – Provide proof of SSPC QP-1 and QP-2 certifications.

2. Provide evidence that the laboratories have two certifications. One certification must be from the New York State Environmental Laboratory Approval Program (NYSELAP) in the appropriate category. The second certification must be from either the American Industrial Hygiene Association (AIHA) or Environmental Protection Agency (EPA) in the appropriate category:

MEDIA	CERTIFICATION 1 (mandatory)	CERTIFICATION 2 (One of the following)		
	NYSELAP category	AIHA (IHLAP) category	EPA (NAIHA (LLAP) category	EPA (NLLAP) category
Worker or Regulated Area	Air & Emissions - Lead, Total	Metals	N/A	Air
Hi-volume Air	Air & Emissions - Lead, Total	N/A	N/A	N/A
Paint Chip	Solid and Hazardous Waste - Lead in Paint	N/A	Paint	Paint
Settled Dust	Solid and Hazardous Waste - Lead in Dust Wipes	N/A	Dust	Dust
Soil	Solid and Hazardous Waste - Lead, Total	N/A	Soil	Soil
TCLP	Solid and Hazardous Waste - TCLP	N/A	N/A	N/A

3. A list of NYSELAP certified laboratories can be found at http://www.wadsworth.org/regulatory/elap/certified-labs.

4. A list of IHLAP certified laboratories can be found at http://apps.aiha.org/qms_aiha/public/pages/reports/publicScopeView.aspx?ProgramCode=40&Version=2.

5. A list of NLLAP accredited laboratories can be found through https://www.epa.gov/lead/national-lead-laboratory-accreditation-program-list.

6. Laboratory for blood lead analysis – Provide the name, address, contact person, and proof that the laboratory conducting the worker blood lead analysis is approved by OSHA and the NYS DOH. A current list of approved labs can be accessed through https://www.osha.gov/SLTC/bloodlead.

7. Certified Industrial Hygienist (CIH) – provide the name, experience and qualifications of the CIH who will be reviewing, approving and sealing the site specific Worker Protection Plan and monthly summary reports of activities and monitoring results. The CIH must have current certification by the American Board of Industrial Hygiene.

8. Industrial Hygienist (IH) - provide the name, experience, and qualifications of the IH, if one is used. The IH must meet one of the following qualifications:

   a) Current certification by the American Board of Industrial Hygiene (Certified Industrial Hygienist - CIH).

   b) A Bachelor's Degree in engineering, chemistry, physics, biological sciences, industrial hygiene, toxicology, the environmental sciences or a related field, and at least three years of documented full-time work as an IH under the supervision of a CIH, including field and sampling experience.

   c) A Master's Degree in one of the above fields, and at least two years of documented full-time work as an IH under supervision of a CIH, including field and sampling experience.

9. Competent Person, CIH, IH, supervisors, and foremen – Provide proof that the competent person, IH, and all project superintendents and foremen, have successfully completed the SSPC C3, SSPC C5, Competent Person and Supervisor training, with refresher training completed within the last 12 months, as well as an NYCDOT-approved course that addresses the procedures and documentation specific to NYCDOT projects. OSHA 40-hour HAZWOPER certification plus 8 hours of annual refresher training is required for the competent person/supervisor responsible for managing or handling hazardous waste. An OSHA 24-hour HAZWOPER certification plus 8 hours of annual refresher training is required for workers who will be handling hazardous waste.

D. **Contractor Chain of Command**

1. Submit a listing of key Contractor personnel, including names and relative positions, home addresses, and telephone and pager numbers.

2. Include the names and telephone/pager numbers for contact persons who are available on a 24-hour 7 day a week basis in the event of emergencies.

E. **Worker Protection Plan**

1. Submit two copies of a written Worker Protection Plan to the Engineer for review and acceptance. The Worker Protection Plan must provide for the protection of Contractor workers from all project hazards including but not limited to fall protection, confined space (if applicable), hearing and eye protection, and exposure to hazardous materials or conditions. If Sections 831 and 832 are specified for the work, only a single worker protection plan is required.

2. Include as part of the plan, or in a separate submittal, a binder containing SDS for all materials that will be used on the Project site. If all SDS are not available at the pre-construction stage, provide the SDS before using the product on site.

3. Address as part of the Worker Protection Plan, or in a separate document, the personal protective equipment and hygiene practices that will be invoked to protect workers from exposure to pigeon droppings in accordance with NYSDOT Safety Bulletin SB-94-4.

4. The Worker Protection Plan must be a project-specific program, prepared under the direction of, and signed by, a Certified Industrial Hygienist (CIH).

5. Address worker protection from lead in strict accordance with 29 CFR 1926.62 and the requirements of this Specification, as well as from other toxic metals in the paint (e.g., 29 CFR 1926.1126 for hexavalent chromium, 29 CFR 1926.1127 for cadmium, and 29 CFR 1926.1118 for inorganic arsenic). When toxic metals are present in the paint for which OSHA has not developed a comprehensive health and safety standard, include provisions to assure that the workers will not be exposed above the Threshold Limit Values (TLVs) established for the metal as identified in 29 CFR 1926.55. In the event of a conflict between the requirements of this specification and an OSHA standard, follow the most restrictive requirement.

6. Address the requirements of 29 CFR 1926.62, this specification, and other applicable Federal or State regulations in the Worker Protection Plan. A Worker Protection Plan is required any time that exposures to lead or other toxic metals exceed the Action Level. These elements of the Worker Protection Plan include, but are not limited to, the following:

    a) A description of the Contractor's lead health and safety organization, including the responsibilities and qualifications of the CIH, IH and the competent person.

    b) A description of arrangements for ensuring that subcontractors, if any, will comply with the Worker Protection Plan.

    c) A description of each activity which will entail a risk for lead exposure.

    d) Descriptions of the engineering, administrative and work practice controls that will be used to reduce exposure. As required by 29CFR1926.62, all feasible engineering, administrative and work

practice controls must be implemented before considering the use of respirators to reduce exposure.

e) A respiratory protection program in compliance with 29 CFR 1910.134 including commitments to provide the necessary fit testing, respirator training, and medical evaluations. When lead is present, include the provisions of 29 CFR 1926.62. When hexavalent chromium is present, include 29 CFR 1926.1126. When cadmium is present, include 29 CFR 1926.1127. When inorganic arsenic is present, include 29 CFR 1926.1118. Address the selection, use, maintenance and inspection of respirators, and qualifications for respirator users.

f) A description of the Personal Protective equipment (PPE) to be provided and plans for regular laundering or replacement of protective clothing.

Provide the name, address, and qualifications of the launderer, if one will be used, for the cleaning of reusable clothing. Provide a letter from the laundry indicating that it is permitted to handle clothing contaminated with lead and/or the other toxic metals of concern and that it disposes of wash water in accordance with all local, state and federal regulations.

g) A description of the hygiene practices the employees will be required to follow, and the procedures that will be implemented for the proper storage, testing, and disposal of hygiene and laundry wash water. Include a description, floor plan, and proposed number of decontamination facilities and hand wash stations that will be provided.

h) A description of the Contractor's medical surveillance and removal program, including plans for notifying employees and the Engineer of results. This description shall include the name and address of the clinic(s) where testing will be performed, and of the OSHA-approved laboratory where blood samples will be analyzed.

i) Plans for worker and supervisor lead training.

j) An initial assessment of anticipated exposure level(s), including any relevant historical exposure monitoring data.

k) Plans for performing exposure monitoring, and for notifying employees and the Engineer of results.

l) Plans for posting warning signs in high exposure areas.

m) Plans for regular inspections of the jobsite by the CIH (or IH) and the competent person. The CIH (or IH) shall inspect the site at least monthly and the competent person at least daily.

n) Provisions for providing parking area(s) for worker's cars where they will not be exposed to lead.

o) Plans for updating the Worker Protection Plan.

p) Plans for keeping and maintaining the records and issuing monthly summary reports.

q) Include the name of the competent person who will be making daily inspections of project activities to ensure compliance with the program, and the signature of the CIH responsible for the development of the Plan.

7. Verify that any Subcontractors working for the Contractor are included in the program or in a separate program which meets the requirements of this Specification. If Subcontractors are operating under a separate program, include the program with the submittals.

8. Include statements that the Contractor will provide NYCDOT employees, NYCDOT representatives (such as REI Consultants engaged in inspection activities, and employees of the environmental monitoring firm), with the same OSHA related equipment and facilities that are provided to the Contractor and sub-contractor personnel. These include:

a) Respiratory protection including cleaning and maintenance, and work areas to wash faces and respirator face piece. Provide both HEPA and organic vapor filters and replacements. NYCDOT employees or representatives are responsible for assuring that all of their personnel have the necessary medical surveillance, are qualified to wear the respirators, and have been properly fit tested.

b) Protective work clothing including laundering or disposal.

c) Clean change areas including separated storage facilities for street and work clothes.

d) Hand washing facilities per 29 CFR 1926.51.

e) Shower facilities per 29 CFR 1926.51.

f) Training per 29 CFR 1926.62 (l).

9. Review the Worker Protection Plan at least annually during the portion(s) of the Project which involve the disturbance of toxic metals. Revise and update as necessary to comply with any newly issued Federal, State or local regulations or revisions to existing regulations. Verify that the CIH/IH signs off on all reviews and revisions.

10. Submit a letter to the Engineer if it is proposed that objective data, rather than monitoring, will be used to prove that exposures from a given activity cannot exceed the Action Level for lead or other metals contained in the coating. Provide the objective data in writing, signed by a CIH/IH in strict accordance with the requirements of 29CFR1926.62 (d)(3) and 29 CFR 1926.1126(k)(3). The Contractor can rely upon this data in lieu of monitoring only upon acceptance by the Engineer.

F. **Environmental Protection Plan** – Submit an Environmental Protection Plan to the Engineer. The plan shall include but not be limited to, the following elements:

1. Assessment of Visible Emissions and Releases

   a) Provide a written program for the observation of visible emissions during Project activities. Note that these inspections by the Contractor are in addition to the observations that will be made by the Engineer or environmental consultant.

   b) Visual assessments of emissions are required on a continuous basis while dust producing operations are underway. Include the methods of observation and inspection that will be made, and areas or work activities that will be observed.

   c) Include a statement that the Contractor will shut down operations, adjust work practices, modify containment and take other steps as necessary to comply with the results of the visible emissions assessments as directed by the Engineer or the environmental consultant.

2. Establishment of Regulated Areas - Provide written procedures in accordance with the requirements of Part 3.0 of this Specification for the instrument monitoring of airborne exposures surrounding project activities, and the establishment of visible barriers (regulated areas) to control the access of personnel within the exposure zones.

3. Ambient Air Monitoring

   a) Provide a written description of the TSP-lead high volume ambient air monitoring equipment the Contractor will provide for the Work.

Include a description of the power that will be provided to operate the units. Provide catalog cut sheets for the monitors and power generators (if used).

b) Provide a written description of the maintenance and security measures that will be taken to protect the monitoring equipment (i.e., full time guard, removal and reinstallation of the equipment each day, etc.). Describe the provisions made for setting up and removing (or securing) the monitors each day, as stipulated in this Section.

c) The environmental consultant will also be conducting real time monitoring (using their own equipment) to evaluate airborne particulate levels at various locations such as the containment seals and entryways.

d) Include a statement that the Contractor will shut down operations, adjust work practices, modify containment and take other steps as necessary to comply with the results of the high volume or real time monitoring as directed by the Engineer or the environmental consultant.

4. Evaluations of Ground (Soil), Equipment, Structures and Other Surfaces

a) Provide a written program for the visual inspection of the ground, soil, equipment, and other surfaces beneath and around the project site for the presence of project dust and debris. Include the frequency of the inspections, and the inspection procedures that will be followed both during the Work and upon completion of project activities. Note that these inspections by the Contractor are in addition to the observations that will be made by the Engineer or environmental consultant.

5. Water and Sediment Evaluations

a) Provide a written program for the visual inspection of the water and sediment beneath and around the project site for the presence of project dust and debris. Include the frequency of the inspections, and the inspection procedures that will be followed both during the Work and upon completion of project activities. Note that these inspections by the Contractor are in addition to the observations that will be made by the Engineer or environmental consultant.

6. Cleaning/Clearance Plans

   a) Provide a written program identifying the procedures, methods, equipment, and materials that will be used to conduct daily and final cleanup of project dust and debris. Include a description of the cleanliness examinations that will be made by the competent person (e.g., both visual examinations and more detailed inspections involving wiping the surfaces as described in Section 3.06). Include provisions for recleaning equipment that fails wipe tests (<200 µg/sf) that may be conducted by the environmental consultant.

   b) Indicate that these inspections are conducted to assure that the work site and surrounding equipment, property, structures, ground, soil, water, sediment, and other surfaces have been properly cleaned and are free of visible paint chips, blasting material, or other debris in compliance with this Section. Cleaning is required routinely each day and upon completion of all project activities.

   c) When wet wiping or washing is employed, identify the solutions proposed for cleaning the surfaces and equipment.

7. Sensitive Natural Resources and Endangered or Protected Species

   a) Contractor shall submit a site-specific sensitive natural resources and endangered or protected species plan and all applicable permits and licenses required by state and, if applicable, federal law.

   b) If Sections 831 and 832 are specified for the work, only a single sensitive natural resources/ endangered and protected species plan is required.

G. **Spill Response Plan**

1. Develop and implement a Spill Response Plan to control and cleanup spills or dispersions of deteriorated paint chip material, and/or abrasive blast material.

2. Specifically identify the procedures that will be used to comply with the following steps:

   a) Containment of the breach.

   b) Immediate notification of the NYCDOT Engineer and, as directed by the Engineer, other agencies such as the Coast Guard or the

New York State Department of Environmental Conservation Spill Bureau.

c) Collection and removal of the spilled material followed by washing and wiping and/or HEPA vacuuming of the affected area.

d) Visual inspections to confirm complete removal of the material.

e) Changes to work practices and/or equipment and material used to prevent a reoccurrence.

H. **Noise –** Provide a Construction Noise Mitigation Plan as per NYCDEP that defines the steps taken to comply with the standard, materials used to control noise, and worker training. Include copies of any required permits for after-hours work. If compliance with the NYCDEP Noise Code and the Construction Noise Mitigation Plan is not possible then prepare an Alternate Noise Mitigation Plan for approval by the NYCDEP. If Sections 831 and 832 are specified for the work, only a single Noise Mitigation Plan is required.

I. **Containment Plans and Drawings** – Provide six (6) complete sets of detailed working drawing(s) of each containment system proposed for use on the structure. The drawings shall be prepared and stamped by a registered, licensed Professional Engineer. No paint removal work is allowed to begin until the drawings have been reviewed and accepted by the Engineer.

1. Provide plan and elevation views of the containment enclosure in relation to the bridge structure.

2. A design analysis of the loads on the bridge due to the containment enclosure including: maximum dead and live loads of the enclosure, the workers, blast abrasive, and equipment; maximum allowable load for the floor and working platform; wind loads imposed on the structure by the enclosure; and maximum wind velocity that the containment enclosure is designed to withstand.

3. If the containment system is supported by the bridge, the working drawing submittal shall include certification by the Professional Engineer that the loads imposed do not cause the overall stress level of any element of the bridge to exceed the Operating Allowable Stresses defined in AASHTO Manual for Maintenance Inspection of Bridges (current edition).

4. The analysis shall account for all loads on the structure, including the enclosure dead load, worker live load, blast abrasive load, equipment load, wind load, structure dead load, and live load plus the impact. The highway live load used for analysis purposes shall be either a HS20 truck

or equivalent lane loading, whichever is greater, unless a different highway live load is shown on the plans.

Except as noted, the analysis shall use the loadings and design assumptions in the NYSDOT Standard Specifications for Highway Bridges.

5. Provide all data, calculations, and assumptions used for the design of the containment and ventilation system. Provide air make-up locations, the location(s) of the exhaust ductwork, and the type and location of dust collector(s) that will be employed. Provide information on airflow velocities through the containment. Provide manufacturer's data sheets, equipment weights, and airflow capacities of the equipment.

6. Provide information on the maximum amount of surface preparation debris, in inches, that the containment can support.

7. Provide a description of the type of containment material(s) used for the walls and ceiling, and the type of flooring system or working platform employed. If a barge or another type of floating platform is used, include details regarding its construction, such as materials and dimensions, how the platform will be tied-off, how the debris will be collected and off-loaded, etc.

8. Provide technical data sheets, specification sheets, any other information needed to thoroughly describe the materials proposed for use.

9. Identify the methods by which the containment enclosure will be supported or attached to the bridge (e.g., rollers, clamps). Welding, bolting, or similar connections will not be allowed.

10. Identify the methods that will be used to seal the joints (seams) formed when fabricating the containment enclosure, and the method that will be used to seal the mating joints between the containment enclosure and the bridge structure.

11. Identify the method that will be used to seal the entryway.

12. Provide a description of how the drainage run-off from existing deck drains will be routed through the enclosure.

13. Provide the plans for maintaining the operation of any existing equipment or bridge facilities during the Work (e.g., navigation, anti-collision, aerial, roadway, and parking lot lighting).

14. Provide the type, size, and configuration of auxiliary lighting that will be

provided for inside the containment enclosure.

15. Provide information on any temporary heating units proposed for use, fuel to be used and the safety measures to be employed for heater use and fuel storage.

16. Describe the methods that will be used to provide worker access to the enclosure (personal lifts, scaffolds, etc.) and the procedures and equipment that will be used to protect workers from falls.

17. Provide details on how the use of the containment enclosure will be coordinated with the maintenance and protection of traffic. Encroachments onto roadways, and clearances over waterways and railroads shall be clearly identified. Structures that span a navigable waterway are subject to regulation by the U.S. Coast Guard, and possibly the U.S. Army-Corps of Engineers, the N.Y.S. Thruway Authority – Office of Canals, and the N.Y.S. Dept. of Environmental Conservation.

18. Provide details on how the containment enclosure is assembled and disassembled and moved to a new location on the structure as surface preparation work progresses. Indicate how the dust collector will be included in the containment enclosure. All other pertinent details relating to the containment enclosure shall be included with the working drawings as notes, or as written narrative.

19. Describe the provisions made for moving the containment out of navigation lanes when working over active waterways.

20. Describe the provisions made for moving or lowering the containment in the event of inclement weather. Provide information on the maximum wind speed the structure can withstand, and at what wind speed the containment must be dismantled.

21. Identify the methods that will be used to verify adequate air flow characteristics and negative pressure within containment.

22. Describe the containment inspection and cleaning procedures that will be undertaken.

23. Include any other information needed to thoroughly describe the containment plan.

J. **Emergency Containment Demobilization Plan**

1. Provide a detailed plan for dropping the containment upon notification of inclement weather, including but not limited to conditions such as

sustained wind speeds of 40 mph (64 kilometers/hour), gusts greater than 40 mph (64 kilometers/hour), wind and gusts in excess of the containment design, or heavy snow/ice.

2. Include the methods and procedures that will be followed to assure that:

   a) all equipment and tools are secured,

   b) the containment is cleaned of loose dust and debris,

   c) all containment system roof and wall enclosure elements that could contribute to adding wind load to the bridge structure are removed or lowered (excluding containment framing), and

   d) snow and ice are removed from the containment routinely, as well as under storm conditions.

K. **Lockout/Tagout Plan**

1. Provide the procedures in accordance with 29 CFR 1910.147 and 1910.333 that will be followed for lockout/tagout of existing electrical utilities within containment or other work areas as appropriate.

2. Include provisions for coordinating lock-out/tag-out activities with NYCDOT and the Utilities.

3. If Sections 831 and 832 are specified for the work, only a single lockout/tagout plan is required

L. **Waste Management Plan**

1. **Waste Handling, Storage, and Disposal**

   a) Provide the procedures that will be followed for the collection of random and representative samples of the waste for sampling and testing, and the testing and analysis procedures that will be used to characterize the waste before shipping.

   b) Provide procedures for the site handling, storage, container inspection, packaging, labeling, manifesting, transporting, and disposal of the waste. Include a written containment plan for adequately shielding and protecting the surrounding area when transferring and/or conveying hazardous waste from one container to another to prevent any dispersion or spills.

   c) Provide a copy of the weekly waste storage area inspection form

and an explanation of the procedure that will be used to assure hazardous waste does not remain on-site for more than 45 days.

d) Provide a detailed contingency plan that addresses worker training and the notification, containment, cleanup, and reporting that will be undertaken in the event of a spill during the jobsite handling and transportation of the waste.

2. **Hazardous Waste Transportation**

a) Submit evidence that each proposed hazardous waste transporter has a valid 6 NYCRR Part 364 Waste Transporter Permit. Provide a copy of the Certificate of Insurance.

b) If it is proposed that the transportation pass through other states, provide evidence that the transporter complies with the applicable laws, codes, rules and regulations of the respective states. Provide copies of all licenses and certifications for States through which the transporter will pass.

3. **Hazardous Waste Disposal**

a) Provide the name, address, license or permit number, qualifications, certificate of insurance and contact person of each proposed legally permitted hazardous waste disposal facility that will be used.

b) Advise each proposed recycling or waste disposal facility that paint removal waste will be generated (e.g., abrasive/paint debris), and identify the metals that the waste will likely contain. Based on that information, request a letter from each facility, stating that the facility can accept this type of waste, is authorized to accept the waste under the laws of the State of residence, has the required capability to treat and dispose of the materials, and will provide or ensure the ultimate disposal method indicated on the Uniform Hazardous Waste Manifest.

c) Provide the Engineer with the original letter signed by a legally authorized representative of the facility prior to shipping any hazardous waste but within enough time to ensure all wastes are disposed within Contract required time frames. Include a copy of permits or letter of authorization to operate the facility and provide a signed statement from the disposal facility that the waste shipping containers that the Contractor proposes to use are acceptable to the facility.

d) If recycled steel grit abrasives will be used, the Contractor shall advise the disposal facilities that the paint removal waste must be handled and stabilized as if it tested hazardous, even if the initial TCLP test results are below hazardous thresholds. Provide the Engineer with the proposed means of stabilization that will be used by the facility to comply with the requirements of this specification.

e) If it is proposed that a secondary smelter will be used for the recycling of the hazardous waste, provide evidence that the smelter holds a valid EPA and consignment state approval for the treatment of the hazardous materials present in the waste that will be generated (e.g., D008 in the case of lead-containing waste).

4. **Waste Water Disposal Information**

a) Submit the name, address, and contact person of the facility that will be accepting the wastewater for disposal. Wastewater under this item is water used for washing and cleaning the bridge and equipment. The handling and disposal of hygiene water is included as part of the decontamination units under the Worker Protection Plan.

b) The Contractor shall advise the facility of all of the toxic metals and anticipated concentrations that the water will likely contain. Based on that information, request a letter from the proposed facility stating that the facility can accept waste water, is authorized to accept the waste under the laws of the State of residence, and has the required capability to treat and dispose of the waste water. If the facility indicates that the wastewater can be placed into the sanitary sewer system, include such an authorization in the letter. Provide the Engineer with the original letter signed by a legally authorized representative of the facility, including a copy of permits or letter of authorization to operate the facility.

5. **Non-Hazardous Waste Transportation and Disposal Information**

a) Provide the name, address, license or permit number, qualifications, and contact person of each proposed hauler of non-hazardous waste (note that paint removal waste has been declared hazardous).

b) Submit the name, address, license or permit number, qualifications, and contact person of each permitted waste landfill that will accept the non-hazardous (construction) waste, and the waste which

passes TCLP, but which contains toxic metals.

c) Provide a letter of intent from the proposed legally permitted landfill operator agreeing to accept waste which passes TCLP, but which contains toxic metals.

A.03 CONSTRUCTION START UP SUBMITTALS

A. **Worker Protection** – Submit the following documentation to the Engineer prior to the initiation of lead exposure-producing operations:

1. Documentation of purchase or mobilization of respirators and personal protective equipment (PPE).

2. Documentation of purchase, or rental, and mobilization of decontamination facilities before beginning the project.

3. Certification of completion of lead training for supervisors and employees (including SSPC C3, SSPC C5 and NYCDOT project-specific requirements, such as HAZWOPER).

4. Documentation of respirator fit testing for all employees who will wear respirators.

5. Verification that the employees who will potentially be exposed to lead above the Action Level have successfully completed the necessary medical surveillance. For employees who refuse to participate in the medical examinations and biological monitoring, provide written proof signed by the employee, that they were offered, but declined the examinations and monitoring.

6. Documentation that workers have received the lead training required in 29 CFR 1926.62 (l).

B. **Certification of Containment Installation**

1. Prior to working within each unique containment design, submit a letter signed and sealed by the containment design engineer stating that the containment system has been assembled as shown on the approved, signed and sealed drawings. The inspection shall be performed by the design engineer, or a designee employed by the same firm and working under the direction of the design engineer,

2. If the containment is not installed in accordance with the design drawings, and field modifications are made, issue supplemental calculations for the new design for Engineer review and approval in accordance with the

original submittal requirements.

A.04 CONSTRUCTION PHASE SUBMITTALS

A. **Competent Person Daily Reports** – Make the competent person's daily oversight reports or logs available for review by the Engineer or environmental consultant when requested. Include enough information and observations to demonstrate compliance with the specification requirements and the documentation requirements of the following plans:

1. Compliance with the Worker Protection Plan.

2. Compliance with Environmental Protection Plan including daily and final project cleanup.

3. Compliance with the Waste Handling Plan.

4. Compliance with the Containment submittals.

B. **Worker Protection** – Submit the following documentation to the Engineer throughout the course of the project:

1. For all new supervisors and employees who begin Work after the initial project start-up, before the individual begins working on the project, provide certification of completion of lead training (including SSPC C3 and NYCDOT project-specific requirements), respirator fit testing, and verification that they have successfully completed the necessary medical surveillance. For employees who refuse to participate in the medical examinations and biological monitoring, provide written proof signed by the employee, that they were offered, but declined the examinations and monitoring.

2. Worker exposure monitoring results (included in the monthly summary report described below).

3. De-personalized results of all employee medical testing at the end of each month that testing is performed (included in the monthly summary report described below).

4. Documentation of any medical removals within one day of the removal, a description of what triggered them, and the corrective measures taken.

5. Copies of the hygiene water test results (water used for washing, showering, or laundering clothing on site). Tests are to address all of the parameters established by the POTW to confirm the acceptability of the

filtration. Provide the Engineer with the test results within five days of receipt and before disposal or discharge of the water.

6. Any revisions or updates to the Worker Protection Plan immediately upon development.

7. Confirmation that the parking lots for worker cars are not in lead-exposure areas.

8. SDS for all new products and materials brought onto the Project site. At the Engineer's discretion, the Contractor may be directed to maintain the SDS at the Project site only, rather than provide a separate copy to the Engineer in addition to the Project site copy.

9. Monthly progress reports - Except where the Contractor can document that employee lead exposure will be below the Action Level, at the end of each month of Work which entails potential lead exposure, submit a report to the Engineer which has been reviewed, signed, and stamped by the CIH/IH. Submit the report within 10 calendar days after the completion of each month. This report shall contain the following elements:

    a) A summary of the Work entailing potential lead exposure that was completed in the last month including a summary of the observations made by the CIH/IH during the monthly visit and any required intervention activities.

    b) A statement that, with the exception of any deficiencies noted, the past month's work has been in compliance with the requirements of 29 CFR 1926.62, this specification, and all other applicable Federal and State regulations.

    c) A description of any interventions or deficiencies noted, along with a summary of the corrective actions taken.

    d) A summary of the results of any exposure monitoring or medical testing which was completed in the past month. To protect worker privacy, these results shall not include the individual names or Social Security numbers of the workers tested. Instead, workers shall be identified by trade (e.g., ironworker, painter, laborer, etc.) and with an individual control number so that their exposure can be tracked throughout the project.

10. Results of any exposure monitoring conducted on the Engineer and NYCDOT Agents. Provide the results within the same five day notification period required for Contractor employees.

C. **Visible Emissions and Releases**

1. Record the results of the daily assessments of visible emissions and releases in a log or report form approved by the Engineer. Include the following information at a minimum: Contract number, Contractor's name, Work location, date of observations, activities being performed that day, daily observation results (location and duration of emission), general comments, outline of the visible emission criteria, notation of compliance or noncompliance with the visible emission criteria, notification of Agencies as applicable, corrective actions, and signature block for the observer.

2. Provide the Engineer with an immediate verbal report each time that unacceptable visible emissions or releases are observed.

3. Document all cases where Work has been halted due to visible emissions or releases, the resulting clean up activities performed, the reason or explanation for the emission or release, and the corrective action taken to avoid a reoccurrence. Provide the written report to the Engineer within 48 hours of the occurrence.

D. **Regulated Area Monitoring** – The laboratory must provide the results of regulated area monitoring to the Contractor within three days of the field sampling. Provide the test results to the Engineer verbally within one day of receipt, and in writing within five working days thereafter.

E. **Containment Scaffolding Inspection Log** - Maintain, and make available for review by the Engineer, a daily log of the inspections of scaffolding, platforms, and wire ropes in accordance with the OSHA requirements. Conduct the inspections each shift, and after any occurrence which could affect the structural integrity of the scaffolding or wire suspension ropes.

F. **Air flow and Negative Pressure Measurement Log** - Maintain, and make available for review by the Engineer, a log of air flow and negative pressure measurements.

G. **Temporary Heating Units** - If the use of temporary heating units was not anticipated at the time of the initial submittals, notify the Engineer at least one week in advance of use of heating units. Submit, for approval, information on fuel to be used and the safety measures to be employed for heater use and fuel storage.

H. **Waste Management**

1. **Waste Storage Logs** – Maintain daily waste storage logs and make them available for inspection by the Engineer or environmental consultant.

2. **Waste Analysis Reports**

a) Direct the laboratory to send the original waste analysis test reports directly to the Engineer, with copies of the results to the Contractor. The reports must be issued no later than five calendar days after the representative samples are submitted for testing, with a copy being sent by facsimile transmission or by email to the Engineer the same day the report is sent.

b) The reports shall contain at a minimum the following information: the identity of the waste stream(s) analyzed, the sampling method used to get random and representative samples, the number of samples collected and tested, dates of sampling and testing, laboratory test procedures utilized, the names and signatures of the individuals collecting the samples and conducting the laboratory tests, an interpretation of the test results, and chain-of-custody forms.

3. **Waste Manifests and Disposal Documentation**

a) **Waste Manifest**

(1) The Contractor shall prepare the Uniform Hazardous Waste Manifest for each shipment, including the LDR (Land Disposal Restriction) certification, which will be attached to the manifest. The Engineer will sign the Generator's Certification on the manifest and maintain copies of the original manifest and signed copies upon completion of disposal.

(2) If the signed manifest is not received from the disposal facility within thirty-five (35) days of shipment, as directed by the Engineer, the Contractor shall initiate tracking of the waste by contacting the Transporter and Treatment, Storage and Disposal (TSD). If the completed manifest is not received within forty-five (45) days, the Contractor shall complete the EPA Exception Report in accordance with 40 CFR 262.42,

b) **Disposal Certification** – The Contractor shall provide a certification for each manifested shipment that the waste was accepted by the recycling or disposal facility, and properly treated and disposed of.

I. **Daily and Final Project Cleanup**

1. Maintain a log or report confirming the visual cleanliness of the jobsite each day, the cleanliness of containment prior to movement, and the more detailed testing of cleanliness (wiping with a cloth and inspecting for dislodged material) prior to dismantling, and cleanliness of contractor equipment prior to removal from the project site. Include the results of any wipe samples conducted on equipment by the environmental consultant.

2. Prepare a letter report presenting the results of the inspections conducted to verify the final cleanliness of the project site, surrounding property, waterways, equipment, buildings, and structures. Submit the report to the Engineer within one week of the final inspection.

3. Include a summary of any problems or releases that occurred during the project, and the cleanup and corrective action measures that were taken to resolve the problem.

APPENDIX B – TERMS AND DEFINITIONS

1. **Action Level** – Employee exposure, without regard to the use of respirators, to an airborne concentration in micrograms per cubic meter of air ($\mu g/m^3$) calculated as an eight hour time-weighted average (TWA). The Action Level for lead is 30 $\mu g/m^3$.

2. **Acceptance Criteria** – Minimum standards for the content of programs, plans, procedures, and designs required by this Specification for the performance of the Contract. Acceptance criteria will be the basis for judging the responsiveness of Contractors' programs and will also be used as a basis for suspending work, if necessary.

3. **Agency** – New York City Department of Transportation (NYCDOT)

4. **CERCLA** – Comprehensive Environmental Response, Compensation, and Liability Act; commonly called Superfund. Federal laws addressing the cleanup of hazardous waste sites. Amended in 1986 by the Superfund Amendments and Re-Authorization Act (SARA). EPA implementing regulations are contained in 40 CFR 300-373.

5. **CIH** – Certified Industrial Hygienist holding valid certification by the American Board of Industrial Hygiene (ABIH).

6. **Competent Person** – One who is capable of identifying existing and predictable l hazards in the surroundings or working conditions and who has authorization to take prompt corrective measures to eliminate them. The Competent Person is either an employee of the Contractor, or is under contract directly to the Contractor.

7. **Compliance Program** – A document prepared by the Contractor performing the removal of the lead-containing paint giving a detailed description of engineering controls, work practices, and safety precautions that will be adopted for the execution of the work. The Compliance Program is part of the overall Worker Protection Plan in this specification.

8. **Containment System** – A system which minimizes or prevents debris, generated during surface preparation or the removal of lead-containing paint, from entering into the environment, and which facilitates the controlled collection of the debris for disposal. It includes the cover panels, screens, tarpaulins, scaffolds, supports, and shrouds used to enclose entire work areas or the paint removal tools. Containment systems may also employ the use of ground covers or water booms.

9. **Contractor** – The person or corporate body that is party to the contract and bound to execute the work in accordance with the contract.

10. **Discharge** – Accidental or intentional spilling, leaking, pumping, pouring, emitting, emptying, or dumping of hazardous material, waste water or waste into or on any land, water or airspace.

11. **Disposal** – The discharge, deposit, injection, dumping, spilling, leaking or placing of any solid or hazardous waste into or on any land or water, so that no solid waste or hazardous waste, or any constituent thereof, may enter the environment or be emitted into the air or discharged into any waters, including ground waters.

12. **Disposal Facility** – A licensed facility where hazardous and non-hazardous waste is intentionally placed, and in which the waste will remain after closure.

13. **Emission** - A release of material to the air, water, or ground.

14. **Employee Lead Exposure** – Exposure which would occur if the employee were not using a respirator.

15. **Engineer** – The designated NYCDOT employee, or authorized representative, who is responsible for the project including the authority to accept or reject Work on behalf of the Agency.

16. **Engineering Controls** – The use of technologically feasible controls in the work areas for the purpose of reducing and maintaining employee exposure to lead to or below the PEL or as low as feasible, and for controlling emissions from the work area. Examples of engineering controls are mechanical ventilation for enclosures, or methods which capture the dust at the point of generation such as vacuum blast cleaning.

17. **Environmental Consultant** – Individual or company employed by the NYCDOT on a periodic or full time basis to monitor the lead removal project to assure that it is conducted in an environmentally protective manner in accordance with the provisions of this specification and the contract documents.

18. **EPA** – The U.S. Environment Protection Agency. Regulations are contained in Title 40 of the Code of Federal Regulations (40 CFR).

19. **EPA Hazardous Waste Number** – The Federal number assigned to each hazardous waste. The number assigned to lead waste is D008.

20. **Flood Plain** – A flat, low-lying portion of a stream valley subject to inundation during a flood.

21. **Generator** – Any facility owner, operator or person whose act or process produces hazardous waste or whose act first causes a hazardous waste to become subject to regulation. The NYCDOT and Contractor are co-generators for the work under this Specification. The NYCDOT will obtain the EPA ID Number.

22. **Hazardous Waste**– Waste that is classified as hazardous due to its concentrations of regulated hazardous substances. Wastes may be classified as hazardous based on the characteristics of toxicity, ignitability, corrosivity, and reactivity. Paint debris is typically classified as hazardous waste based on the characteristic of toxicity. This is determined

by testing representative samples of the waste using the Toxicity Characteristic Leaching Procedure (TCLP). If the leachate contains any of the eight metals or other substances in concentrations at or above limits established in 40 CFR 261, Identification and Listing of Hazardous Wastes, it is classified as hazardous.

23. **HEPA** – A high efficiency particulate air filter (HEPA filter) removes from the air 99.97% or more of the aerosols having a diameter of 0.3 microns.

24. **Ignitability** – A characteristic of waste that causes it to be classified as hazardous. Waste is determined to be ignitable if it is found to be capable of being set afire, or of bursting into flame spontaneously or by interaction with another substance or material, when tested in accordance with 40 CFR 261. Spent solvents and liquid paint waste typically fall into this category.

25. **Leachate** – The amount of a specific substance (e.g., lead) that is carried off or dissolved out of a material. The amount of leachable lead that classifies paint debris as being hazardous is 5 mg/L (ppm) when tested by TCLP.

26. **Lead** – Metallic lead, all inorganic lead compounds, and organic lead soaps. The lead pigments used in paints comply with this definition.

27. **µg/m^3** – Micrograms per cubic meter. Common units for reporting airborne concentrations of lead and other aerosols.

28. **mg/L** – Milligrams per liter. Common units for reporting a concentration of a specific substance in units of mass per volume (e.g., amount of hazardous material contained in paint debris).

29. **SDS** –Safety Data Sheet. Data provided by the manufacturer of a product that identifies the hazardous constituents contained in the product together with precautions that need to be taken during its handling and use.

30. **NAAQS** – National Ambient Air Quality Standards. Federal regulations which establish limits on allowable pollutants in the ambient air. Lead and particulate matter are included. Regulations are found in 40 CFR 50.

31. **NIOSH** – National Institute of Occupational Safety and Health.

32. **OSHA** – Occupational Safety and Health Administration. Standards are contained in Title 29 of the Code of Federal Regulations, Parts 1910 and 1926 (29 CFR 1910 and 29 CFR 1926) are the standards for General Industry and Construction Industry, respectively.

33. **Owner** – New York City Department of Transportation (NYCDOT)

34. **Paint Removal Waste** – Removed paint particles, rust and other contaminants combined with the material (e.g., abrasives) used to remove the paint. The waste stream from the

recycling equipment when blasting with recyclable steel grit is also considered a paint removal waste.

35. **Permissible Exposure Limit (PEL)** – Employee exposure, without regard to the use of respirators, to an airborne concentration in micrograms per cubic meter of air ($\mu g/m^3$), calculated as an eight hour time-weighted average (TWA). The PEL for lead is 50 $\mu g/m^3$ as an 8 hour TWA. If an employee works for longer than 8 hours in a given day, the PEL is reduced using the following formula:

    Adjusted PEL = (PEL x 8) ÷ (hours worked in the day)

36. **PM-10** – Particulate matter of an aerodynamic equivalent diameter of 10 microns or less. PM-10. Term associated with the collection of airborne particulate using high volume ambient air samplers.

37. **POTW** – Publicly Owned Treatment Works (e.g., waste water treatment facility).

38. **PPM** – Parts per million. Common units for reporting low concentration of a specific substance (e.g., amount of hazardous material contained in paint debris). One (1) percent is equal to 10,000 ppm.

39. **RCRA** – Resource Conservation and Recovery Act. RCRA regulations addressing waste handling and disposal and are found in 40 CFR 240 through 280. Hazardous waste regulations are found in 40 CFR 260 through 268.

40. **Regulated Area** – Area established by the Contractor, outside of which the airborne concentrations of lead or other toxic material can reasonably be expected to not exceed the corresponding Action Level.

41. **Representative Sample** – A sample of debris from a pile, drum, or container of debris which can be expected to exhibit the average properties of that pile, drum, or container of debris.

42. **SSPC** – SSPC: The Society for Protective Coatings. An independent, non-profit association of engineers, technical specialists, owners and contractors whose mission is to advance the technology and promote the use of protective coatings to preserve industrial, marine, and commercial structures, components and substrates.

43. **TCLP** – Toxicity Characteristic Leaching Procedure. Laboratory tests conducted on wastes that determine the amount of hazardous materials that leach out into a test solution. The test is intended to simulate the solubility of hazardous material if it was placed in a municipal waste landfill. TCLP testing is defined in 40 CFR 261, Appendix II.

44. **Threshold Limit Value (TLV)** – The time-weighted average concentration for a normal 8-hour workday and a 40-hour workweek, to which nearly all workers may be repeatedly exposed day after day, without adverse effect.

45. **Time Weighted Average (TWA)** – The average concentration of a contaminant in air during a specific time period.

46. **Treatment** – Any method or process designed to change the physical, chemical or biological characteristics or the composition of any hazardous waste so as to render such waste non-hazardous.

47. **Treatment, Storage, and Disposal (TSD) Facility** – The TSD facility is the last phase of the cradle-to-grave concept in handling hazardous waste and is responsible for its proper stabilization and disposal. Requirements are found in 40 CFR 264 and 265.

48. **TSP** – Total Suspended Particulate. Term associated with the collection of airborne particulate using high volume ambient air samplers. TSP particles have a maximum aerodynamic diameter of about 100 micrometers. Filters are typically analyzed for lead.

49. **Waste Stream** – A waste stream represents debris of a similar type, make up, and process. The paint debris from a given structure represents a single waste stream if the coating system and method of removal is constant. The debris represents a different waste stream, if different coating materials or methods of removal are involved. For example, the waste created when using recycled steel grit generates a different waste stream than waste created using an expendable abrasive (e.g., coal slag) even though the paint being removed is the same. The waste stream consists of the abrasive material, removed paint particles and any other materials generated during the paint removal process.

50. **Worker Protection Plan** – Comprehensive plan addressing the steps that will be taken to protect the health and safety of Contractor workers from jobsite hazards.

51. **Ventilation System** – Ventilation systems include both natural ventilation and artificial ventilation (mechanical fans, hoods, and ductwork), to provide air movement across the work area, and dust collectors to clean the air stream prior to discharge to the atmosphere.

52. **Visible Emissions** – Emissions of particulate from the work area that are visible to the unaided eye. EPA methods for assessing visible emissions are found in 40 CFR 60, Appendix A. Method 9 determinations are based on the opacity of the emissions. Method 22 is based on total visible emissions regardless of the opacity.

APPENDIX C

NYSDOT SAFETY BULLETIN SB-94-4, HISTOPLASMOSIS

INTRODUCTION

Employees engaged in a variety of tasks are often required to work in areas where pigeons have nested, usually for long periods. Such conditions are often found in bridge structures and cold storage facilities. This nesting results in a substantial build-up of pigeon droppings, a condition which can be harmful to humans if the material is disturbed and made airborne.

Histoplasmosis is a fungal infection resulting from exposure to pigeon droppings. Infectious material enters the body usually by inhalation into the lungs, but in some cases by ingestion through the mouth into the gastrointestinal tract. Pigeons do not carry the organism that causes Histoplasmosis. Histoplasmosis is caused by a soil organism that requires the moist, nutrient rich environment that large masses of droppings offer. Areas with small amounts of dried droppings pose minimal hazard.

This Safety Bulletin is intended to alert employees of this potential health hazard and establish common sense precautions to minimize exposure.

PROCEDURES

Prior to work in any area where pigeons nest, a thorough inspection should be made to determine if, and to what extent there is a build-up of material. Inspection itself requires minimum precautions such as the use of personal protective equipment, which may include gloves, rubber boots, rain suit components, goggles and a dust/nuisance respirator. Questions regarding proper equipment for this activity should be directed to the Regional Safety Representative or Employee Safety & Health Section.

If substantial material is found in the immediate work area, cleaning must be performed. Employees engaged in cleaning activity shall wear all of the personal protective equipment specified above. A high powered water hose is an effective means to remove material. If the material is to be scraped away, it must be kept wet during the entire process. Application of a cleaning agent (bleach, for example), before removal may help dissolve the material, and may be applied as a disinfectant upon the affected surfaces after the droppings have been removed. Compressed air shall not be used to remove pigeon droppings because it increases the potential for inhalation and ingestion of airborne particles and the area of potential exposure.

When cleaning has been successfully completed, the personal protective equipment specified above is no longer required. All other personal protective equipment appropriate for the task and/or location shall be used, such as fall protection, hard hat, etc.

Employees engaged in cleaning, or any other activity which involves exposure to pigeon droppings, should observe a high degree of personal hygiene, even if the exposure is casual.

Special care must be taken to wash hands thoroughly before eating or smoking.

HISTOPLASMOSIS (NYS DOT Code: SB-94-4, Date: 1/21/94), Last Update: April 20, 1999

APPENDIX D - Tables

Table 1
Containment Criteria for Removal of Paint Containing Lead and Other Toxic Metals[1]

Paint Removal Method	Containment SSPC Class[2]	Containment Material Flexibility	Containment Material Penetrability[3]	Support Structure	Material Joints	Containment Entryway	Ventilation System Required	Negative Pressure Required	Exhaust Filtration Required
Hand Tool Cleaning	3P	Rigid or Flexible	Air Penetrable	Minimal	Partially Sealed	Open Seam	Natural	Not Reqd	Not Reqd
Power Tool Cleaning w/ Vacuum	3P	Rigid or Flexible	Air Penetrable	Minimal	Partially Sealed	Open Seam	Natural	Not Reqd	Not Reqd
Power Tool Cleaning w/o Vacuum	1P	Rigid or Flexible	Air Penetrable or Air Impenetrable	Rigid or Flexible	Fully Sealed	Resealable	Mechanical	Required	Required
Chemical[4] Stripping Hand Removal	3C	Rigid or Flexible	Chemical Resistant	Minimal	Partially Sealed	Open Seam	Natural	Not Reqd	Not Reqd
Chemical[4] Stripping Wet Removal	2C	Rigid or Flexible	Chemical and Water Impermeable	Rigid or Flexible	Fully Sealed	Overlapping	Natural	Not Reqd	Not Reqd
Water Methods[5]	2W	Rigid or Flexible	Water Impermeable	Rigid or Flexible	Fully Sealed	Overlapping	Natural	Not Reqd	Not Reqd
Vacuum Blasting	4A	Rigid or Flexible	Air Penetrable or Air Impenetrable	Minimal	Partially Sealed	Open Seam	Natural	Not Reqd	Not Reqd
Wet Abrasive Blasting[6]	1W	Rigid or Flexible	Air Impenetrable & Water Impermeable	Rigid or Flexible	Fully Sealed	Resealable	Mechanical	Required	Required
Abrasive Blast Cleaning[7]	1A	Rigid or Flexible	Air Impenetrable	Rigid or Flexible	Fully Sealed	Airlock or Resealable	Mechanical	Required	Required

[1]This table provides general design criteria only. Other combinations of materials may provide controls over emissions equivalent to those combinations shown above.

[2]The SSPC Classification is based on SSPC Guide 6. Note that for work over water, water booms or boats with skimmers should be employed, where feasible, to contain spills or releases. Debris must be removed daily at a minimum.

[3]Permeability addresses both air penetrability and water permeability as appropriate. In the case of water or chemical removal methods, the containment materials must be resistant to both chemicals and water. Ground covers should always be impermeable, and of sufficient strength to withstand the impact and weight of the debris and the equipment used for collection and cleanup.

[4]Ground covers must always be impermeable and of sufficient strength to withstand the weight and impact of the debris and the equipment used for cleaning. When tarpaulins are used, install plywood above or below the tarpaulins as necessary to prevent perforation. If debris escape

through the seams, then additional sealing of the seams and joints is required. All containment materials and materials used for sealing must be resistant to both chemicals and water. If unacceptable worker exposures to lead or other toxic metals occurs, incorporate a ventilation system.

[5]This method applies to high pressure water jetting without abrasives. Ground covers and the lower portions of the containment must be of sufficient strength and integrity to facilitate the collection and holding of the water and debris for proper disposal. Ventilation is not required provided the emissions are controlled as specified in this Section and provided worker exposures are properly controlled. If unacceptable worker exposures to lead or other toxic metals occurs, incorporate a ventilation system into the containment.

[6]This method applies to any methods which combine water with abrasives. Ground covers and the lower portions of the containment must be of sufficient strength and integrity to facilitate the collection and holding of the water and abrasive/paint debris for proper disposal.

[7]Ground covers must be of sufficient strength to withstand the impact and weight of the abrasive and the equipment used for cleaning. Ground covers must also extend beyond the containment boundary to capture escaping debris.

APPENDIX J

NEW YORK CITY BRIDGES
POTENTIAL LOCATIONS OF CONTRACT WORK
AS PER ENCLOSED INVENTORY

REFER TO BORO CODES (COLUMN 2)

M = MANHATTAN
B = BRONX
Q = QUEENS
K = BROOKLYN
R = STATEN ISLAND

BIN	BORO	FEATURE CARRIED	FEATURE CROSSED	RAIL ROAD	BRIDGE TYPE	OTHER OWNER	SPANS	RATING SOURCE
1247200	Q	67 AVE PED BR 2247200	LIRR MAIN LINE	L	O-PED		3	CITY
1247280	Q	51 AVE PED BR 2247280	LIRR MAIN LINE	L	O-PED		5	CITY
206672A	B	174TH ST-NTH PED BRDG	895I - SHERIDAN EXPWY		A-PED		4	CITY
206672B	B	174TH ST-STH PED BRDG	895I - SHERIDAN EXPWY		A-PED		4	CITY
222928C	M	PED BR AT 73RD ST	HHP - AMTRAK	A	A-PED	P	5	CITY
2229400	M	W 181ST ST PED BRDG	HHP N.B.		A-PED	P	7	CITY
2229460	B	236TH ST PED BRDG	HHP		A-PED		3	CITY
2229540	B	VAN CRTLDT PARK	HHP		A-PED	P	2	CITY
2229550	B	VAN CRTLDT EQUES	HHP		A-PED	P	2	CITY
2231250	K	81ST ST PED BR	BSHP		A-PED	P	5	CITY
2231260	K	92ND ST PED BR	BSHP		A-PED	P	6	CITY
2231300	K	17TH AVE PED BRDG	BSHP		A-PED	P	1	CITY
2231330	K	27TH AVE PED BRDG	BSHP		A-PED	P	1	CITY
2231880	Q	CROCHERON PK PED	BCIP		A-PED	P	**9**	CITY
2231890	Q	28TH AVE PED BRDG	BCIP		A-PED	P	24	CITY
2232030	M	DELANCEY ST PED BRDG	FDR DRIVE		A-PED	P	12	CITY
2232050	M	E 6TH ST PED BRDG	FDR DRIVE		A-PED	P	22	CITY
2232070	M	25TH ST PED BRDG	FDR DRIVE		A-PED		4	CITY
2232100	M	E 51ST ST PED BRDG	FDR DRIVE		A-PED	P	10	CITY
2232110	M	E 64TH ST PED BRDG	FDR DRIVE		A-PED	P	24	CITY
2232120	M	E 71ST ST PED BRDG	FDR DRIVE		A-PED	P	19	CITY
2232140	M	E 78TH ST PED BRDG	FDR DRIVE		A-PED	P	9	CITY
2232180	M	E 103RD ST PED BRDG	FDR DRIVE		A-PED		20	CITY
2232190	M	E 111TH ST PED BRDG	FDR DRIVE		A-PED	P	14	CITY
2232200	M	E 120TH ST PED BRDG	FDR DRIVE		A-PED	P	21	CITY
2233020	M	E 10TH ST PED BRDG	FDR DRIVE		A-PED	P	25	CITY
2233080	K	E 14 ST PED BR	BSHP		A-PED		14	CITY
2240320	K	OCEAN AVE PED BRDG	SHEEPSHEAD BAY		WO-PED		30	CITY
2240620	M	WARDS ISLAND PED BRDG	HARLEM RIVER		WMO-PED		10	CITY
2240650	Q	163RD ST PED BRDG	HAWTREE BASIN		WO-PED		13	CITY
2241259	B	204TH ST PED BRDG	METRO NORTH RR HAR	M	O-PED	P	1	CITY

2241380	B	PELHAM BAY PK EQUES	AMTRAK - CSX	AC	O-PED	P	1	CITY
2241700	B	ST PAULS PL PED BRDG	METRO NORTH RR HAR	M	O-PED		2	CITY
2241770	B	E 178TH ST PED BRDG	METRO NORTH RR HAR	M	O-PED		1	CITY
2241780	B	E 179TH ST PED BRDG	METRO NORTH RR HAR	M	O-PED		6	CITY
2242120	B	FTBG N OF RTE 1	BRONX RIVER		WO-PED	P	1	CITY
2243220	K	CARROLL ST PED BRDG	FRANKLIN SHUTTLE	T	O-PED		3	CITY
2243460	K	E 15TH ST - PED	LIRR BAY RIDGE	N	O-PED		3	CITY
2243910	K	LIVONIA AVE PED BRDG	LIRR BAY RIDGE LINE	N	O-PED		6	CITY
2244010	K	PROSPECT PK E DRIVE	ENDALE ARCH E DRIVE		O	P	1	CITY
2244040	K	EAST DRIVE	EAST WOOD ARCH		O	P	1	CITY
2244060	K	CLEFT RIDGE SPAN	PROSPECT PARK		O	P	1	CITY
2244100	K	WEST FOOTBRIDGE	PROSPCT PK STREAM		WO-PED	P	1	CITY
2244130	K	FTBRG NR BOATHSE	PROSPECT PK LAKE		WO-PED	P	1	CITY
2244440	K	SOUTH OF TILLARY ST	NAVY ST		O-PED		1	CITY
2245040	M	FORT TRYON PARK	SOUTH OF CLOISTERS		O	P	1	CITY
2245050	M	FORT TRYON PARK	UNDERPASS		O	P	1	CITY
2245230	M	W 148TH ST PED BRDG	AMTRAK 30 ST BRANCH	A	O-PED	P	3	CITY
2245260	M	W 173RD ST PED BRDG	AMTRAK 30 ST BRANCH	A	O-PED	P	2	CITY
2245290	M	W 155TH ST PED BRDG	AMTRAK 30 ST BRANCH	A	O-PED		3	CITY
2245300	M	INWOOD HILL PK FTBR	AMTRAK 30 ST BRANCH	A	O-PED	P	6	CITY
2246010	M	FTBRG OPP 62ND ST	BRIDLE PATH		O-PED	P	1	CITY
2246030	M	PEDESTRIAN BRIDGE	POND		O-PED	P	1	CITY
2246040	M	EAST DR AT CNTRL PARK	PEDESTRIAN WALK		O	P	1	CITY
2246070	M	CPK UNDER CENTR DR	OPP 65TH ST-IN E&W		O	P	1	CITY
2246090	M	PED BRDG OPP 65 ST	TRANSVERSE RD #1		O-PED	P	1	CITY
2246130	M	CENTRAL PARK	UNDER EAST DRIVE		O	P	1	CITY
2246160	M	PED BET 73ST&74ST	THE LAKE		WO-PED	P	1	CITY
2246340	M	PED WALK OPP 77ST	STREAM TO LAKE		WO-PED	P	**3**	CITY
2246350	M	CNTRL PK OVER E DRIVE	S OF CLEOPATRAS NDL		O	P	1	CITY
2246380	M	PED WALK OPP 86ST	BRIDLE PATH		O-PED	P	1	CITY
2246390	M	PED WALK OPP 86ST	BRIDLE PATH		O-PED	P	3	CITY
2246400	M	E FOOTBRIDGE	TRANSVERSE RD #2		O-PED	P	1	CITY
2246440	M	PED IN CTR OF PK	TRANSVERSE RD NO.2		O-PED	P	1	CITY

2246450	M	79 ST ENTR TO E DR	PED PATH OPP 77TH ST		O-PED	P	1	CITY
2246600	M	W 176TH ST PED BRDG	APPROACH TO G.W.B.		O-PED		1	CITY
2246620	M	PEDESTRIAN BRIDGE	E 128TH ST		O-PED		18	CITY
2246700	M	ISHM PK PEDESTRN	HARLEM RV INLET		WO-PED	P	1	CITY
2246990	M	129 - 130 ST PED BRDG	RAMP OFF 3RD AVE		O-PED		1	CITY
2247020	Q	94TH ST PED BRDG	LIRR N SIDE DIV	L	O-PED		5	CITY
2247190	Q	55TH AVE PED BRDG	LIRR MAIN LINE	L	O-PED		3	CITY
2247630	Q	PED BRG NEAR UNION TPK	ABANDONED LIRR		O-PED		8	CITY
2247650	Q	60TH RD PED BRDG	LIRR MAIN LINE	L	O-PED		3	CITY
2248020	Q	WHITELAW PED BRDG	CONDUIT AVE		O-PED		7	CITY
2248059	Q	MOTOR PKWY (PED)	FRANCIS LEWIS BLD		O-PED	P	2	CITY
2248060	Q	MOTOR PKWY (PED)	BELL BLVD		O-PED	P	2	CITY
2248070	Q	MOTOR PKWY (PED)	SPRINGFIELD BLVD		O-PED	P	3	CITY
2248080	Q	MOTOR PKWY (PED)	HOLLIS COURT BLVD		O-PED	P	3	CITY
2248090	Q	FLSHG MDW PK PED.	COLLEGE POINT BLVD		O-PED	P	3	CITY
2248100	Q	MOTOR PKWY (PED)	73RD AVE		O-PED	P	3	CITY
2248110	Q	MOTOR PKWY (PED)	ALLEY PK PED WALK		O-PED	P	1	CITY
2248130	Q	FLUSHING MEADW PK	WILLOW LK&76TH RD		WO-PED	P	4	CITY
2248140	Q	FLUSHING MEADW PK	STREAM N OF LIE		WO-PED	P	5	CITY
2248280	Q	HIGHLAND PK PED.	PEDESTRIAN PATH		O-PED	P	1	CITY
2248379	Q	FLUSHING MW PK RD	AQUACADE LAKE		WO-PED	P	5	CITY
2249070	R	JOHN ST	B&O RAILROAD	O	O-PED		3	CITY
2249210	R	MAIN ST PED BRDG	SIRT SOUTH SHORE	S	O-PED		9	CITY
2249230	R	TRACY AVE PED BRDG	SIRT SOUTH SHORE	S	O-PED		9	CITY
2249250	R	BETHEL AV PED BRDG	SIRT SOUTH SHORE	S	O-PED		12	CITY
2249280	R	CHAMP COURT PED BRDG	SIRT SOUTH SHORE	S	O-PED		7	CITY
2249350	R	NELSON AVE PED BRDG	SIRT SOUTH SHORE	S	O-PED		3	CITY
2249390	R	CEDARVIEW AVE PED BRDG	SIRT SOUTH SHORE	S	O-PED		5	CITY
2249450	R	FREMONT AVE PED BRDG	SIRT SOUTH SHORE	S	O-PED		3	CITY
2249530	R	MINTHORNE ST PED BRDG	SIRT SOUTH SHORE	S	O-PED		26	CITY
2249580	R	BELFIELD AVE PED BRDG	SIRT SOUTH SHORE	S	O-PED		5	CITY
2249710	R	WEST FOOTBRIDGE	CLOVE LAKE		WO-PED	P	2	CITY
2249720	R	EAST FOOTBRIDGE	CLOVE LAKE		WO-PED	P	2	CITY

2249730	R	BRIDGE OVER DAM	N.END CLOVE LAKE		WO-PED	P	1	CITY
2249770	R	S OF BROOKS LAKE	STREAM IN PARK		WO-PED	P	3	CITY
2249780	R	FOOTBRIDGE	BROOKS LAKE DAM		WO-PED	P	1	CITY
2249790	R	FB S OF FOREST AV	STREAM IN PARK		WO-PED	P	3	CITY
2268350	K	BROOKLYN PROMENADE	278I N.B. (B.Q.E.)		A-PED	P	35	CITY
2268480	M	CHAMBERS ST PED BRDG	WEST SIDE HWY		O-PED		10	CITY
2268760	M	PS-5 PEDESTRIAN BR.	TENTH AVENUE		O-PED		5	CITY
2268930	M	MORRIS ST PED BRDG	BKLN-BATTERY TUNN PLZ		A-PED		3	CITY
2269260	K	W. 8TH STREET	SURF AVE.		O-PED	P	39	CITY
2269820	M	E 81 ST PED BRIDGE	FDR DRIVE N.B.		A-PED	P	3	CITY
2270170	R	SI FERRY PEDESTRIAN BRIDGE	PARKING LOT EXIT ROADWAY		O-PED	F	5	CITY
7703720	Q	216TH ST PED BRDG	LIRR PORT WASH BRANCH	L	O-PED		6	CITY
7705510	Q	167TH ST PED BRDG	LIRR PORT WASH BRANCH	L	O-PED		3	CITY
M00001	M	191ST ST. PED. TUNNEL	BROADWAY TO		O-PED		1	CITY
M00003	M	**HHP ON/OFF RMP-79TH ST SOUTH SIDE**	PEDESTRIAN PATH		A		1	CITY
M00004	M	**HHP ON/OFF RMP-79TH ST NORTH SIDE**	PEDESTRIAN PATH		A		1	CITY
Q00002	Q	BCIP	PATH OPPOSITE 88TH RD		A		1	CITY
2242200	B	YANKEE STDM PED BRDG	E 153 ST, METRO NORTH	M	O-PED	P	5	CITY
2246580	BM	HIGH BRIDGE PDOVP	87I - HARLEM RIVER	**M**	WA-PED	P	11	PARKS
1065210	Q	WHITESTONE EXP NB	BCIP (2065210)		A		1	STATE
1066510	B	BRUCKNER EXP.(2066510)	WESTCHESTER CREEK		WMA		17	STATE
1067150	B	NEREID AVE (2241880)	BRONX RIVER PKWY	M	O		10	STATE
1240090	BM	MACOMBS DAM BRIDGE	HARLEM RIVER	**M**	WMO		52	STATE
1247010	Q	91 PLACE (2247010)	LIRR PT WASH BRANCH	L	O		1	STATE
1247560	Q	METROPOLITAN AVE	LIRR MONTAUK DIV	L	O		2	STATE
2055801	Q	NORTHERN BLVD W.B.	FLUSHING RIVER		WO		40	STATE
2055802	Q	NORTHERN BLVD E.B.	FLUSHING RIVER		WO		40	STATE
205580A	Q	N.BLVD WB TO 678I SB	VACANT LAND		AR		16	STATE
2065629	B	BRONX RVR PKWY	BOSTON RD BX ZOO		A		1	STATE
2065930	Q	HAMILTON PLACE	495I (L.I.E.)		A		2	STATE
2065940	Q	GRAND AVE	495I (L.I.E.)		A		2	STATE
2065950	Q	69TH STREET	495I (L.I.E.)		A		2	STATE
2066002	Q	495I (2066000)	WOODHAVEN BLVD		A		2	STATE

2066100	K	5TH AVE	27 X PROSPECT EXPWY		A	1	STATE
2066671	B	BRUCKNER EXPWY SB	BRONX RIVER		WMA	3	STATE
2066672	B	BRUCKNER EXPWY NB	BRONX RIVER		WMA	8	STATE
2066720	B	E 174TH ST	SHERIDAN EXPWY/AMTRAK	A	A	13	STATE
2066919	BM	WASHINGTON BRIDGE	HARLEM RIVER	**M**	WO	9	STATE
2075351	B	BRUCKNER EXPWY SB	AMTRAK - CSX	AC	A	1	STATE
2075352	B	BRUCKNER EXPWY NB	AMTRAK - CSX	AC	A	1	STATE
2075820	B	E TREMONT AVE	HUTCHINSON RVR PKWY		A	2	STATE
2075837	B	WESTCHESTER AVE	HUTCHINSON RVR PKWY		A	2	STATE
2075849	B	BRONX PELHAM PKWY	HUTCHINSON RVR PKWY		A	2	STATE
2075859	B	HUTCHINSON RVR PKWY	HUTCHINSON RIVER		WMA	7	STATE
2076109	B	BE NB SERVICE RD	HUTCHINSON RVR PKWY		A	2	STATE
2076129	B	BE SB SERVICE RD	HUTCHINSON RVR PKWY		A	2	STATE
2076640	B	DEPOT PLACE	**METRO NORTH RR HUD**	**CM**	O	11	STATE
2076929	B	BRUCKNER EXPWY	CSX - HUNTS POINT	C	A	1	STATE
2229289	M	HHP VIADUCT	W 72 ST TO W 79 ST	A	A	145	STATE
2229290	M	W 79 ST	AMTRAK	A	A	1	STATE
2229309	M	HHP	RIVERSIDE PARK		A	1	STATE
2229311	M	HHP SB	RAMP TO 96 ST		A	1	STATE
2229312	M	HHP NB	RAMP TO 96 ST		A	1	STATE
2229321	M	HHP SB	RAMP TO 96 ST		A	1	STATE
2229322	M	HHP NB	RAMP TO 96 ST		A	1	STATE
2229349	M	HHP	W 158 ST	A	A	44	STATE
222934A	M	RAMP TO N.B. HHP	AMTRAK WEST SIDE	A	AR	26	STATE
2229440	B	HHP	KAPPOCK ST		A	1	STATE
2229450	B	232ND ST	HHP		A	2	STATE
2229470	B	239TH ST	HHP		A	2	STATE
2229480	B	MANHATTAN COLL PKWY	HHP		A	3	STATE
2229490	B	246TH ST	HHP		A	2	STATE
2229500	B	252ND ST	HHP		A	2	STATE
2229510	B	RIVERDALE AVE	HHP		A	2	STATE
2229520	B	FIELDSTON ROAD	HHP		A	1	STATE
2229530	B	HHP	BROADWAY		A	1	STATE

2229560	B	BRONX PELHAM PKWY	AMTRAK - CSX	AC	A		3	STATE
2229579	B	BOSTON POST ROAD	HUTCHINSON RIVER		WO		14	STATE
2230000	K	HIGHLAND BLVD E.B.	JACKIE ROBINSON PKWY		A		1	STATE
2230010	K	HIGHLAND BLVD W.B.	JACKIE ROBINSON PKWY		A		1	STATE
2230020	K	HIGHLAND BLVD W.B.	JACKIE ROBINSON PKWY		A		2	STATE
2230040	Q	CYPRESS HILLS ST	JACKIE ROBINSON PKWY		A		1	STATE
2230099	Q	JACKIE ROBINSON PKWY	CYPRESS HILLS CEMETRY		A		1	STATE
2230120	Q	MYRTLE AVE	JACKIE ROBINSON PKWY		A		1	STATE
2230179	Q	JACKIE ROBINSON PKWY	METROPOLITAN AVE		A		2	STATE
2230180	Q	UNION TPKE	JACKIE ROBINSON PKWY		A		1	STATE
2230190	Q	MARKWOOD ROAD	JACKIE ROBINSON PKWY		A		1	STATE
2230209	Q	QUEENS BLVD	JACKIE ROBINSON PKWY	T	A		5	STATE
2230220	K	HIGHLAND BLVD NB	VERMONT AVE		A		1	STATE
2230250	B	MOSHOLU PARKWAY	BRONX RIVER		WA		5	STATE
2230260	B	MOSHOLU PARKWAY	METRO NORTH	M	A		1	STATE
2230270	B	MOSHOLU PARKWAY	WEBSTER AVE		A		1	STATE
2230287	B	JEROME AVE	MOSHOLU PARKWAY	T	A		3	STATE
2230290	B	MOSHOLU PARKWAY	EQUESTRIAN PATH		A		1	STATE
2230300	B	MOSHOLU PARKWAY	CONRAIL (ABANDONED)	C	A		1	STATE
2230310	B	MOSHOLU PARKWAY	SB RAMP TO HHP		A		2	STATE
2230350	K	SUMMIT ST PED BRDG	278I (B.Q.E.)		A-PED		2	STATE
2230360	K	UNION ST	278I (B.Q.E.)		A		2	STATE
2230370	K	SACKETT ST	278I (B.Q.E.)		A		2	STATE
2230380	K	KANE ST	278I (B.Q.E.)		A		2	STATE
2230390	K	CONGRESS ST	278I (B.Q.E.)		A		2	STATE
2230410	K	278I (B.Q.E.)	WASHINGTON ST		A		1	STATE
2230420	K	278I (B.Q.E.)	WASHINGTON ST		A		1	STATE
2230430	K	278I (B.Q.E.)	PROSPECT ST		A		1	STATE
2230440	K	278I (B.Q.E.)	ADAMS ST N.B.		A		1	STATE
2230450	K	278I (B.Q.E.)	ADAMS ST S.B.		A		1	STATE
2230460	K	278I (B.Q.E.)	PEARL ST		A		1	STATE
2230470	K	278I (B.Q.E.)	JAY ST		A		1	STATE
2230480	K	278I (B.Q.E.)	PROSPECT ST		A		1	STATE

2230490	K	278I (B.Q.E.)	SANDS ST		A		1	STATE
2230500	K	278I (B.Q.E.)	RAMP TO BQE EB		A		1	STATE
2230510	K	278I (B.Q.E.)	NASSAU ST		A		6	STATE
2230520	Q	65TH PLACE	278I (B.Q.E.)		A		2	STATE
2230530	Q	QUEENS BLVD	278I (B.Q.E.)		A		2	STATE
2230540	Q	WOODSIDE AVE	278I (B.Q.E.)		A		1	STATE
2230550	Q	69TH ST	278I (B.Q.E.)		A		2	STATE
2230560	Q	70TH ST	278I (B.Q.E.)		A		2	STATE
2230570	Q	41ST AVE	278I (B.Q.E.)		A		3	STATE
2230587	Q	ROOSEVELT AVE	278I (B.Q.E.)		A		2	STATE
2230590	Q	BROADWAY	278I (B.Q.E.)		O		2	STATE
2230600	Q	STEINWAY ST	278I W.B. (B.Q.E.)		A		1	STATE
2230610	Q	STEINWAY ST	278I E.B. (B.Q.E.)		A		1	STATE
2230620	Q	37TH ST	278I (B.Q.E.)		A		2	STATE
2230630	Q	35TH ST	278I (B.Q.E.)		A		4	STATE
2230640	Q	32ND ST	278I (B.Q.E.)		A		2	STATE
2230657	Q	31ST ST	278I (B.Q.E.)		A		2	STATE
2230669	Q	278I (B.Q.E.)	35TH AVE		A		1	STATE
2230679	Q	278I (B.Q.E.)	34TH AVE		A		1	STATE
2230680	Q	278I (B.Q.E.)	NORTHERN BLVD		A		1	STATE
2230690	Q	BQE EAST LEG NB	32ND AVE		A		1	STATE
2230700	**Q**	**BQE EAST LEG**	**TO BQE WEST LEG**		**A**		**8**	**STATE**
2230710	Q	278I S.B. (B.Q.E.)	32ND AVE		A		1	STATE
2230720	Q	BQE EAST LEG	BQE NB WEST LEG		A		3	STATE
2230730	Q	31ST AVE	278I (B.Q.E.)		A		1	STATE
2230740	Q	BQE WEST LEG SB	31ST AVE		A		1	STATE
2230750	Q	BQE EAST LEG SB	31ST AVE		A		1	STATE
2230760	Q	BQE WEST LEG NB	31ST AVE		A		1	STATE
2230770	Q	BQE WEST LEG	30TH AVE		A		1	STATE
2230780	Q	BQE EAST LEG	30TH AVE		A		1	STATE
2230790	Q	BULOVA AVE	BQE WEST LEG		A		2	STATE
2230800	Q	49TH ST	BQE WEST LEG		A		2	STATE
2230810	Q	ASTORIA BLVD E.B.	BQE WEST LEG		A		4	STATE

2230820	Q	47TH ST	GCP		A	2	STATE
2230830	Q	BQE WEST LEG	GCP		A	2	STATE
2230840	Q	44TH ST	GCP		A	2	STATE
2230857	K	278I (B.Q.E.)	JORALEMON ST		A	1	STATE
2230858	K	278I (B.Q.E.)	JORALEMON ST / BQE WB		A	2	STATE
2230869	Q	QUEENS BLVD	ACCESS RD BQE S.B.		A	1	STATE
2230870	K	COLUMBIA HEIGHTS	278I (B.Q.E.)		A	1	STATE
2230887	K	278I W.B. (B.Q.E.)	CADMAN PLAZA		A	2	STATE
2230888	K	278I E.B. (B.Q.E.)	CADMAN PLAZA / 278I WB		A	2	STATE
2230890	Q	49TH ST	GCP		A	2	STATE
2231249	K	BSHP	BAY RIDGE AVE		A	1	STATE
2231270	K	4TH AVE	BSHP		A	2	STATE
2231290	K	BAY 8TH ST	BSHP		A	1	STATE
2231319	K	BSHP	BAY PKWY		A	1	STATE
2231329	K	BSHP	26TH AVE		A	1	STATE
2231340	K	CROPSEY AVE	BSHP		A	2	STATE
2231360	**K**	**BSHP**	**OCEAN PKWY**		**A**	**3**	**STATE**
2231370	K	GUIDER AV RAMP TO BSHP	BSHP		A	4	STATE
2231380	K	CONEY ISLAND AVE	BSHP		A	4	STATE
2231390	K	E 12TH ST	BSHP		A	4	STATE
2231409	K	BSHP	SHEEPSHEAD BAY ROAD		A	1	STATE
2231419	K	BSHP	OCEAN AVE		A	3	STATE
2231429	K	BSHP	BEDFORD AVE		A	3	STATE
2231439	K	BSHP	NOSTRAND AVE		A	3	STATE
2231449	K	KNAPP ST	BSHP		A	1	STATE
2231450	K	BSHP	GERRITSEN INLET		WA	11	STATE
2231460	K	FLATBUSH AVE	BSHP		A	2	STATE
2231479	K	BSHP	MILL BASIN		WMA	14	STATE
2231489	K	BSHP	PAERDEGAT BASIN		WA	15	STATE
2231499	K	BSHP	ROCKAWAY PKWY		A	4	STATE
2231509	K	BSHP	FRESH CREEK		WA	5	STATE
2231519	K	PENNSYLVANIA AVE	BSHP		A	2	STATE
2231559	Q	CROSS BAY BLVD	BSHP		A	4	STATE

2231560	Q	S CONDUIT BLVD	BSOP	A		2	STATE
2231570	Q	COHANCY ST	BSOP	A		2	STATE
2231580	Q	AQUEDUCT RCTK RAMP	BSOP	A		4	STATE
2231590	Q	130TH ST	BSOP	A		2	STATE
2231610	Q	GUY R. BREWER BLVD	BSOP	A		4	STATE
2231620	Q	FARMERS BLVD	BSOP	A		2	STATE
2231630	Q	SPRINGFIELD BLVD	BSOP	A		2	STATE
2231640	Q	225TH ST	BSOP	A		2	STATE
2231650	Q	SUNRISE HWY W.B.	BLP E.B.	A		1	STATE
2231660	Q	SUNRISE HWY W.B.	BLP W.B.	A		2	STATE
2231670	Q	N CONDUIT AVE W.B.	BLP E.B.	A		1	STATE
2231680	Q	N CONDUIT AVE WB	BLP W.B.	A		2	STATE
2231690	Q	FRANCIS LEWIS BLVD	BLP E.B.	A		1	STATE
2231700	Q	FRANCIS LEWIS BLVD	BLP W.B.	A		1	STATE
2231710	Q	MERRICK BLVD	BLP N.B.	A		1	STATE
2231720	Q	MERRICK BLVD	BLP S.B.	A		1	STATE
2231730	Q	130TH AVE	BLP N.B.	A		1	STATE
2231740	Q	130TH AVE	BLP S.B.	A		1	STATE
2231750	Q	LINDEN BLVD	BCIP	A		2	STATE
2231760	Q	BCIP	DUTCH BROADWAY-115 AVE	A		1	STATE
2231770	Q	BELMONT PARK RAMP	BCIP	A	P	1	STATE
2231780	Q	HEMPSTEAD AVE	BCIP	A		2	STATE
2231790	Q	BELMONT PARK RAMP	BCIP	A	P	1	STATE
2231800	Q	SUPERIOR ROAD	BCIP	A		2	STATE
2231819	Q	JAMAICA AVE	BCIP	A		2	STATE
2231829	Q	BRADDOCK AVE	BCIP	A		2	STATE
2231840	Q	HILLSIDE AVE	BCIP	A		2	STATE
2231850	Q	UNION TPKE	BCIP	A		2	STATE
2231860	Q	W ALLEY ROAD	BCIP	A		2	STATE
2231870	Q	NORTHERN BLVD	BCIP	A		2	STATE
2231900	Q	BCIP	FORT TOTTEN ENTRANCE	A		1	STATE
2231910	Q	UTOPIA PKWY	BCIP	A		2	STATE
2231920	Q	160TH ST	BCIP	A		2	STATE

2231930	Q	FRANCIS LEWIS BLVD	BCIP		A		3	STATE
2231940	Q	CLINTONVILLE ST	BCIP		A		2	STATE
2231950	Q	150TH ST	BCIP		A		2	STATE
2231960	Q	149TH ST	BCIP		A		2	STATE
2231970	Q	14TH AVE	BCIP		A		2	STATE
2231980	Q	147TH ST	BCIP		A		2	STATE
2232000	M	BATTERY PLACE	FDR DRIVE		AT		2	STATE
223201A	M	FDR DR N.B. OFF RMP	FDR DR & SOUTH ST		AR		17	STATE
223201B	M	STH ST RMP TO FDR S.B.	SOUTH ST		AR		10	STATE
223201C	M	STH ST RMP TO FDR	SOUTH ST		AR		8	STATE
223201D	M	RAMP TO N.B. FDR DRIVE	FDR & SOUTH ST.		AR		22	STATE
2232029	M	CORLEARS PARK ROAD	FDR DRIVE		A	P	4	STATE
2232040	M	HOUSTON ST	FDR DRIVE		A		2	STATE
223204A	M	FDR NB TO HOUSTON ST	RELIEF		AR		4	STATE
223204B	M	HOUSTON ST RAMP TO FDR	RELIEF		AR		4	STATE
2232158	M	FDR DRIVE S.B.	FDR DRIVE N.B.		AT		32	STATE
2232167	M	PROMENADE OVER FDR	FDR/E79TH ST-E91ST ST		A-PED	P	53	STATE
2233038	M	FDR DRIVE SB	FDR NB / E 62ND ST		AT		34	STATE
2233040	M	E 60TH ST	FDR DRIVE		A		17	STATE
2233059	M	HARLEM RIVER DRIVE	RAMP TO HRD N.B.		A		11	STATE
2240019	KM	BROOKLYN BRIDGE	2781 (B.Q.E.)		WEO		75	STATE
224001A	M	PARK ROW TO BKLN	WILLIAM ST N.B.		OE		4	STATE
224001B	M	TO BKLN FRM FDR	FRANKFRT & CITY		OE		31	STATE
224001C	M	PEARL ST TO BKLN	LAND ADJ TO BRDG		OE		9	STATE
224001D	M	TO FDR DR N.B.	PEARL STREET		OE		30	STATE
224001E	M	TO PEARL ST	LAND ADJ TO BRDG		OE		3	STATE
224001F	M	PEARL ST TO FDR DR	LAND ADJ TO BRDG		OE		3	STATE
224001G	M	TO PARK ROW	ROSE ST		OE		11	STATE
2240027	KM	MANHATTAN BRIDGE(LL)	EAST RIVER	T	WEO		23	STATE
2240028	KM	MANHATTAN BRIDGE(UL)	NYCTA TRACKS-BMT	T	WEO		43	STATE
2240039	KM	WILLIAMSBURG BRIDGE	EAST RIVER	T	WEO		53	STATE
2240047	MQ	QUEENSBORO BRIDGE(LL)	EAST RIVER	AL	WEO		53	STATE
2240048	MQ	QUEENSBORO BRIDGE(UL)	EAST RIVER-LL		WEO		37	STATE

224004A	M	TO QNS FRM E 59TH ST	FIRST AVE		OE	13	STATE
224004B	M	TO E 60TH ST FROM QNS	FIRST AVE		OE	13	STATE
224004C	M	TO E 62ND ST FROM QNS	E 60TH ST		OE	10	STATE
224004D	M	TO QNS FROM E 58TH ST	E 59TH ST		OE	12	STATE
224004E	Q	TO NY FR THOMSON AVE	JACKSON AVE		OE	94	STATE
224004F	Q	TO NY FROM 21ST ST	21ST ST (QUEENS)		OE	63	STATE
224004G	Q	TO NY FROM 11TH ST	TERRAIN (CHAMBER)		OE	36	STATE
224004H	Q	TO 21ST ST FROM NY	22ND ST		OE	43	STATE
224004I	Q	TO THOMSON AVE FROM NY	JACKSON AVE		OE	39	STATE
224004J	M	25X	NYC GARAGE		OE	14	STATE
2240059	BM	WILLIS AVENUE	HARLEM RIVER		WMO	26	STATE
224005A	M	FROM FDR DRIVE	HARLEM RIVER DR		OR	19	STATE
224005B	B	TO BRUCKNER BLVD	RELIEF		OR	5	STATE
2240069	BM	THIRD AVE BRIDGE	HARLEM RIVER		WMO	14	STATE
224006A	B	TO BRUCKNER BLVD	RELIEF		OR	5	STATE
2240079	BM	MADISON AVE BRIDGE	HARLEM RIVER		WMO	21	STATE
224007A	M	TO MADISON AVENUE	RELIEF		OR	7	STATE
2240089	BM	145TH ST BRIDGE	HARLEM RIVER		WMO	8	STATE
2240120	BM	W 207TH/W FORDHAM RD	HARLEM RIVER		WMO	5	STATE
2240137	BM	BROADWAY BRIDGE	HARLEM RIVER	**TM**	WMO	3	STATE
2240138	BM	NYCTA IRT	HARLEM RVR/BROADWAY	**TM**	WMO	3	STATE
2240180	B	WESTCHESTER AVE	BRONX RIVER		WO	1	STATE
2240200	B	SHORE ROAD	HUTCHINSON RIVER		WMO	7	STATE
2240210	B	CITY ISLAND ROAD	EASTCHESTER BAY		WO	7	STATE
2240231	K	HAMILTON AVE BRIDGE	GOWANUS CANAL		WMO	3	STATE
2240232	K	HAMILTON AVE BRIDGE	GOWANUS CANAL		WMO	3	STATE
2240240	K	NINTH ST BRIDGE	GOWANUS CANAL		WMO	3	STATE
2240250	K	THIRD ST	GOWANUS CANAL		WMO	5	STATE
2240260	K	CARROLL ST	GOWANUS CANAL		WMO	2	STATE
2240270	K	UNION ST	GOWANUS CANAL		WMO	5	STATE
2240290	K	METROPOLITAN AVE	ENGLISH KILLS		WMO	5	STATE
2240301	K	CROPSEY AVE	CONEY ISLAND CREEK		WO	3	STATE
2240302	K	CROPSEY AVE	CONEY ISLAND CREEK		WO	3	STATE

2240310	K	THIRD AVE	GOWANUS CANAL		WO	1	STATE
2240350	R	RICHMOND AVE	RICHMOND CREEK		WO	3	STATE
2240370	KQ	GREENPOINT AVE BRIDGE	NEWTOWN CREEK	L	WMO	12	STATE
2240390	KQ	GRAND ST BRIDGE	NEWTOWN CREEK		WMO	2	STATE
2240410	Q	BORDEN AVE	DUTCH KILLS		WMO	2	STATE
2240440	Q	NORTHERN BLVD	ALLEY CREEK		WO	2	STATE
2240450	Q	HUNTERS PT AVE BRIDGE	DUTCH KILLS		WMO	4	STATE
2240507	Q	ROOSEVELT AVE	678I - VAN WYCK EXPWY		WA	27	STATE
2240540	K	STILLWELL AVE	CONEY ISLAND CRK		WO	2	STATE
2240639	KQ	PULASKI BRIDGE	NEWTOWN CREEK		WMO	44	STATE
2240640	MQ	ROOSEVELT ISLAND	E. RIVER E. CHANNEL		WMO	8	STATE
2240660	Q	RIKERS ISLAND BRIDGE	RIKERS ISL CHANNEL		WO	56	STATE
2241000	B	WESTCHESTER AVE	CSX TRANS - PT MORRIS	C	O	1	STATE
2241010	B	E 156TH STREET	CSX TRANS - PT MORRIS	C	O	1	STATE
2241020	B	E 161ST STREET	CSX TRANS - PT MORRIS	C	O	1	STATE
2241030	B	E 163RD STREET	CSX TRANS - PT MORRIS	C	O	1	STATE
2241040	B	THIRD AVE	CSX TRANS - PT MORRIS	C	O	1	STATE
2241050	B	E 149TH ST/JACKSON AVE	CSX TRANS - PT MORRIS	C	O	1	STATE
2241060	B	ST. MARYS & CONCORD	CSX TRANS - PT MORRIS	C	O	1	STATE
2241070	B	WALES AVE	CSX TRANS - PT MORRIS	C	O	1	STATE
2241080	B	SOUTHERN BLVD	CSX TRANS - PT MORRIS	C	O	1	STATE
2241099	B	BRUCKNER BLVD	CSX TRANS - PT MORRIS	C	O	1	STATE
2241110	B	MELROSE AVE	CSX TRANS - PT MORRIS	C	O	8	STATE
2241129	B	E 149TH ST	AMTRAK - CSX	AC	O	2	STATE
2241139	B	LEGGETT AVE	AMTRAK - CSX	AC	O	3	STATE
2241159	B	LONGWOOD AVE	AMTRAK - CSX	AC	O	2	STATE
2241169	B	LAFAYETTE AVE	AMTRAK - CSX	AC	O	1	STATE
2241170	B	TIFFANY ST	AMTRAK - CSX	AC	O	1	STATE
2241180	B	BARRETTO ST	AMTRAK - CSX	AC	O	1	STATE
2241190	B	HUNTS POINT AVE	AMTRAK - CSX	AC	O	1	STATE
2241200	B	FAILE ST	AMTRAK - CSX	AC	O	1	STATE
2241210	B	BRYANT AVE	AMTRAK - CSX	AC	O	1	STATE
2241230	B	WESTCHESTER AVE	AMTRAK - CSX	AC	O	3	STATE

2241269	B	E 177TH ST	AMTRAK - CSX	AC	O	3	STATE
2241270	B	E TREMONT AVE	AMTRAK - CSX	AC	O	2	STATE
2241329	B	WHITE PLAINS ROAD	AMTRAK - CSX	AC	O	1	STATE
2241330	B	UNIONPORT ROAD	AMTRAK - CSX	AC	O	1	STATE
2241369	B	WILLIAMSBRIDGE RD	AMTRAK - CSX	AC	O	2	STATE
2241390	B	SHORE RD CIRCLE	AMTRAK - CSX	AC	O	2	STATE
2241409	B	GRAND CONCOURSE	METRO NORTH RR HUD	MT	O	1	STATE
2241410	B	WALTON AVE	METRO NORTH RR HUD	M	O	1	STATE
2241420	B	GERARD AVE	METRO NORTH RR HUD	M	O	1	STATE
2241430	B	RIVER AVE	METRO NORTH RR HUD	M	O	1	STATE
2241460	B	W TREMONT AVE	METRO NORTH RR HUD	M	O	8	STATE
2241470	B	W FORDHAM RD	METRO NORTH RR HUD	M	O	4	STATE
2241489	B	W 225TH ST	CSX TRASP - PUTNAM	C	O	2	STATE
2241490	B	W 230TH ST	CONRAIL (ABANDONED) PUTNAM		O	1	STATE
2241509	B	W 231ST ST	CONRAIL (ABANDONED) PUTNAM		O	1	STATE
2241510	B	W 233RD ST	CONRAIL (ABANDONED) PUTNAM		O	1	STATE
2241520	B	W 234TH ST	CONRAIL (ABANDONED) PUTNAM		O	1	STATE
2241550	B	E 144TH ST	METRO NORTH RR HAR	M	O	2	STATE
2241560	B	E 149TH ST	METRO NORTH RR HAR	M	O	8	STATE
2241590	B	CONCOURSE VILL AVE	METRO NORTH RR HAR	M	O	1	STATE
2241600	B	E 158TH ST	METRO NORTH RR HAR	M	O	1	STATE
2241610	B	E 161ST ST	METRO NORTH RR HAR	M	O	1	STATE
2241620	B	E 162ND ST	METRO NORTH RR HAR	M	O	1	STATE
2241630	B	E 165TH ST	METRO NORTH RR HAR	M	O	1	STATE
2241650	B	E 167TH ST	METRO NORTH RR HAR	M	O	1	STATE
2241660	B	E 168TH ST	METRO NORTH RR HAR	M	O	1	STATE
2241670	B	E 169TH ST	METRO NORTH RR HAR	M	O	1	STATE
2241680	B	E 170TH ST	METRO NORTH RR HAR	M	O	1	STATE
2241710	B	CLAREMONT PKWY	METRO NORTH RR HAR	M	O	1	STATE
2241720	B	E 173RD ST	METRO NORTH RR HAR	M	O	1	STATE
2241740	B	E 175TH ST	METRO NORTH RR HAR	M	O	1	STATE
2241760	B	E TREMONT AVE	METRO NORTH RR HAR	M	O	1	STATE
2241790	B	E 180TH ST	METRO NORTH RR HAR	M	O	1	STATE

2241800	B	E 183TH ST	METRO NORTH RR HAR	M	O		1	STATE
2241810	B	E 188TH ST	METRO NORTH RR HAR	M	O		1	STATE
2241820	B	E 187TH ST	METRO NORTH RR HAR	M	O		1	STATE
2241839	B	E 189TH ST	METRO NORTH RR HAR	M	O		1	STATE
2241840	B	BEDFORD PARK BLVD	METRO NORTH RR HAR	M	O		1	STATE
2241860	B	GUN HILL RD	METRO NORTH RR HAR	M	O		1	STATE
2241870	B	E 233RD ST	METRO NORTH RR HAR	M	O		1	STATE
2241890	B	E 241ST ST	BRP, METRO NORTH HAR	M	WO		28	STATE
2241900	B	EASTCHESTER ROAD	NYCTA-DYRE AVE LN	T	O		3	STATE
2241910	B	GUN HILL ROAD	NYCTA-DYRE AVE LN	T	O		1	STATE
2241930	B	BEDFORD PARK BLVD	NYCTA IND YARDS	T	O		4	STATE
2241940	B	W 205TH ST	NYCTA IND YARDS	T	O		4	STATE
2241959	B	HUTCHINSON RVR PKWY	AMTRAK - CSX	AC	O		1	STATE
2242010	B	BRONX PELHAM PKWY	BRONX RIVER		WA		1	STATE
2242029	B	SOUTHERN BLVD	EAST FORDHAM ROAD		O		2	STATE
2242030	B	CROTONA AVE	BRONX PELHAM PKWY		O		2	STATE
2242071	B	BRONX BLVD S.B.	BRONX RIVER		WO		1	STATE
2242072	B	BRONX BLVD N.B.	BRONX RIVER		WO		1	STATE
2242081	B	BRONX BLVD S.B.	BRONX RIVER		WO		1	STATE
2242082	B	BRONX BLVD N.B.	BRONX RIVER		WO		1	STATE
2242099	B	PARK ROAD (204TH ST)	BRONX RIVER		WO		1	STATE
2242100	B	BOTANICAL GARDEN ROAD	TWIN LAKES		WO	P	1	STATE
2242110	B	BOSTON ROAD	BRONX RIVER		WO		1	STATE
2242149	B	E TREMONT AVE	BRONX RIVER		WO		2	STATE
2242210	B	S OF ALLERTON AVE	BRONX RIVER		WO		3	STATE
2242220	B	**SNUFF MILL ROAD**	BRONX RIVER		WO		2	STATE
2242259	B	GRAND CONCOURSE	E 161ST ST		O		1	STATE
2242260	B	EAGLE AVE	E 161ST ST		O		1	STATE
2242280	B	GRAND CONCOURSE	E 167TH ST		O		2	STATE
2242299	B	GRAND CONCOURSE	E 138TH ST		O		1	STATE
2242300	B	GRAND CONCOURSE	E 170TH ST		O		2	STATE
2242319	B	GRAND CONCOURSE	E 174TH ST	T	O		1	STATE
2242329	B	GRAND CONCOURSE	E 175TH ST	T	O		1	STATE

2242330	B	GRAND CONCOURSE	E TREMONT AVE		O		1	STATE
2242340	B	GRAND CONCOURSE	EAST KINGSBRIDGE		O		2	STATE
2242350	B	EAST FORDHAM RD	GRAND CONCOURSE		O		1	STATE
2242360	B	GRAND CONCOURSE	BURNSIDE AVE		O		2	STATE
2242370	B	GRAND CONCOURSE	BEDFORD PARK BLVD		O		1	STATE
2242380	B	GRAND CONCOURSE	E 204TH ST		O		1	STATE
2242400	B	E 180TH ST	BRONX RIVER		WO		1	STATE
2242430	B	GUN HILL ROAD	BRONX BLVD		O		4	STATE
2242440	B	GUN HILL ROAD	BRONX RIVER		WO		1	STATE
2242459	B	E 233RD ST	BRONX RIVER		WO		1	STATE
2242460	B	E 233RD ST	ENTR RD BNX RVR PKWY		O		1	STATE
2243010	K	LINCOLN ROAD	BMT SUBWAY, BRIGHTON	T	O		1	STATE
2243020	K	PARKSIDE AVE	BMT SUBWAY, BRIGHTON	T	O		6	STATE
2243040	K	CROOKE AVE	BMT SUBWAY, BRIGHTON	T	O		4	STATE
2243050	K	CATON AVE	BMT SUBWAY, BRIGHTON	T	O		4	STATE
2243080	K	CHURCH AVE	BMT SUBWAY, BRIGHTON	T	O		4	STATE
2243100	K	BEVERLY ROAD	BMT SUBWAY, BRIGHTON	T	O		3	STATE
2243110	K	CORTELYOU ROAD	BMT SUBWAY, BRIGHTON	T	O		3	STATE
2243120	K	DORCHESTER ROAD	BMT SUBWAY, BRIGHTON	T	O		1	STATE
2243130	K	DITMAS AVE	BMT SUBWAY, BRIGHTON	T	O		1	STATE
2243140	K	NEWKIRK AVE	BMT SUBWAY, BRIGHTON	T	O		3	STATE
2243150	K	FOSTER AVE	BMT SUBWAY, BRIGHTON	T	O		1	STATE
2243170	K	STERLING PLACE	FRANKLIN SHUTTLE	T	O		1	STATE
2243180	K	ST JOHNS PLACE	FRANKLIN SHUTTLE	T	O		1	STATE
2243190	K	LINCOLN PLACE	FRANKLIN SHUTTLE	T	O		1	STATE
2243200	K	UNION ST	FRANKLIN SHUTTLE	T	O		2	STATE
2243210	K	PRESIDENT ST	FRANKLIN SHUTTLE	T	O		2	STATE
2243230	K	CROWN ST	FRANKLIN SHUTTLE	T	O		3	STATE
2243240	K	MONTGOMERY ST	FRANKLIN SHUTTLE	T	O		1	STATE
2243250	K	WASHINGTON AVE	FRANKLIN SHUTTLE	T	O		1	STATE
2243260	K	FLATBUSH AVE	FRANKLIN SHUTTLE	T	O		2	STATE
2243279	K	EASTERN PKWY	FRANKLIN SHUTTLE	T	O		1	STATE
2243280	K	6TH AVE	LIRR ATLANTIC AVE	L	O		9	STATE

2243290	K	CARLTON AVE	LIRR ATLANTIC AVE	L	O		7	STATE
2243310	K	2ND AVE	LIRR BAY RIDGE	N	O		2	STATE
2243320	K	3RD AVE	LIRR BAY RIDGE	N	O		4	STATE
2243330	K	4TH AVE	LIRR BAY RIDGE	NT	O		4	STATE
2243340	K	15TH AVE	LIRR BAY RIDGE	N	O		1	STATE
2243350	K	60TH ST	LIRR BAY RIDGE	N	O		1	STATE
2243360	K	16TH AVE	LIRR BAY RIDGE	N	O		1	STATE
2243370	K	17TH AVE	LIRR BAY RIDGE	N	O		1	STATE
2243380	K	18TH AVE	LIRR BAY RIDGE	N	O		1	STATE
2243390	K	52ND ST	LIRR BAY RIDGE	N	O		1	STATE
2243400	K	50TH ST	LIRR BAY RIDGE	N	O		2	STATE
2243410	K	MCDONALD AVE	LIRR BAY RIDGE	N	O		1	STATE
2243420	K	E 3RD ST	LIRR BAY RIDGE	N	O		1	STATE
2243439	K	OCEAN PKWY	LIRR BAY RIDGE	N	O		1	STATE
2243440	K	CONEY ISLAND AVE	LIRR BAY RIDGE	N	O		1	STATE
2243450	K	E 14TH ST	LIRR BAY RIDGE	N	O		1	STATE
2243480	K	OCEAN AVE	LIRR BAY RIDGE	N	O		2	STATE
2243490	K	BEDFORD AVE	LIRR BAY RIDGE	N	O		6	STATE
2243500	K	NOSTRAND AVE	LIRR BAY RIDGE	N	O		2	STATE
2243510	K	FLATBUSH AVE	LIRR BAY RIDGE	N	O		2	STATE
2243520	K	BROOKLYN AVE	LIRR BAY RIDGE	N	O		3	STATE
2243530	K	AVENUE H	LIRR BAY RIDGE	N	O		2	STATE
2243569	K	ATLANTIC AVE	LIRR ATLANTIC AVE	L	O		75	STATE
2243570	K	86TH ST	BMT SEA BEACH	T	O		1	STATE
2243580	K	5TH AVE	LIRR & SEA BEACH	NT	O		4	STATE
2243590	K	6TH AVE	LIRR & SEA BEACH	NT	O		2	STATE
2243600	K	7TH AVE	LIRR & SEA BEACH	NT	O		7	STATE
2243610	K	8TH AVE	LIRR & SEA BEACH	NT	O		2	STATE
2243620	K	FORT HAMILTON PKWY	LIRR & SEA BEACH	NT	O		3	STATE
2243630	K	11TH AVE	LIRR & SEA BEACH	NT	O		5	STATE
2243640	K	13TH AVE	LIRR & SEA BEACH	NT	O		5	STATE
2243650	K	14TH AVE	LIRR BAY RIDGE	N	O		1	STATE
2243660	K	NEW UTRECHT AVE	LIRR BAY RIDGE	N	O		1	STATE

2243670	K	15TH AVE	BMT SEA BEACH	T	O		4	STATE
2243680	K	16TH AVE	BMT SEA BEACH	T	O		3	STATE
2243690	K	17TH AVE	BMT SEA BEACH	T	O		4	STATE
2243700	K	18TH AVE	BMT SEA BEACH	T	O		1	STATE
2243710	K	19TH AVE	BMT SEA BEACH	T	O		4	STATE
2243720	K	20TH AVE	BMT SEA BEACH	T	O		6	STATE
2243730	K	65TH ST	BMT SEA BEACH	T	O		4	STATE
2243740	K	BAY PKWY	BMT SEA BEACH	T	O		4	STATE
2243750	K	AVENUE O	BMT SEA BEACH	T	O		1	STATE
2243760	K	AVENUE P	BMT SEA BEACH	T	O		1	STATE
2243770	K	KINGS HIGHWAY	BMT SEA BEACH	T	O		1	STATE
2243780	K	HIGHLAWN AVE	BMT SEA BEACH	T	O		1	STATE
2243790	K	AVENUE S	BMT SEA BEACH	T	O		1	STATE
2243800	K	AVENUE T	BMT SEA BEACH	T	O		1	STATE
2243810	K	AVENUE U	BMT SEA BEACH	T	O		1	STATE
2243820	K	21ST AVE	BMT SEA BEACH	T	O		4	STATE
2243839	K	4TH AVE	NYCTA BMT TRACKS	T	O		1	STATE
2243840	K	9TH AVE	NYCTA BMT YARD	T	O		5	STATE
2243850	K	LIBERTY AVE	LIRR BAY RIDGE	N	O		3	STATE
2243860	K	GLENMORE AVE	LIRR BAY RIDGE	N	O		2	STATE
2243870	K	PITKIN AVE	LIRR BAY RIDGE	N	O		2	STATE
2243890	K	SUTTER AVE	LIRR BAY RIDGE	N	O		3	STATE
2243900	K	BLAKE AVE	LIRR BAY RIDGE LINE	N	O		3	STATE
2243920	K	7TH AVE	NYCTA BMT YARD	T	O		2	STATE
2243940	K	9TH AVE	NYCTA IND SBWY	T	O		5	STATE
2244020	K	W DR OV WK-MA.ENT	MEADOWPORT ARCH		O	P	1	STATE
2244030	K	EAST DRIVE	BRIDLE PATH		O	P	1	STATE
2244050	K	CENTRAL DRIVE	PED PATH & STREAM		WO	P	3	STATE
2244120	K	HILL DRIVE	PROSPECT PK LAKE		WO	P	3	STATE
2244150	K	RIDGE BLVD	SHORE RD DRIVE		O		1	STATE
2244160	K	3RD AVE	SHORE RD DRIVE		O		1	STATE
2244170	K	ATLNTC AV SVC RD E.B.	EAST NEW YORK AVE		O		2	STATE
2244180	K	ATLNTC AV SVC RD W.B.	EAST NEW YORK AVE		O		2	STATE

2244460	K	CONDUIT BLVD NB	ATLANTIC AVE EB		O	1	STATE
2244470	K	SEELEY ST	PROSPECT AVE		O	1	STATE
2244480	K	5TH AVE	GREENWOOD CEMETERY		O	1	STATE
2245010	M	11TH AVE VIADUCT	LIRR WEST SIDE YARD	AL	O	39	STATE
224501B	M	W 33RD ST	AMTRAK 30 ST BRANCH	A	O	8	STATE
224501C	M	W 33RD ST	LAND ADJ TO AMTRAK	A	O	2	STATE
224501D	M	W 34TH ST	AMTRAK 30 ST BRANCH	A	O	4	STATE
224501E	M	W 35TH ST	AMTRAK 30 ST BRANCH	A	O	3	STATE
224501F	M	W 36TH ST	AMTRAK 30 ST BRANCH	A	O	7	STATE
2245060	M	W 37TH ST	AMTRAK 30 ST BRANCH	A	O	3	STATE
2245070	M	W 38TH ST	AMTRAK 30 ST BRANCH	A	O	2	STATE
2245080	M	W 39TH ST	AMTRAK 30 ST BRANCH	A	O	3	STATE
2245090	M	W 43RD ST	AMTRAK 30 ST BRANCH	A	O	2	STATE
2245100	M	W 44TH ST	AMTRAK 30 ST BRANCH	A	O	2	STATE
2245110	M	W 45TH ST	AMTRAK 30 ST BRANCH	A	O	2	STATE
2245120	M	W 46TH ST	AMTRAK 30 ST BRANCH	A	O	2	STATE
2245130	M	W 47TH ST	AMTRAK 30 ST BRANCH	A	O	2	STATE
2245140	M	W 48TH ST	AMTRAK 30 ST BRANCH	A	O	2	STATE
2245150	M	W 49TH ST	AMTRAK 30 ST BRANCH	A	O	3	STATE
2245160	M	W 51ST ST	AMTRAK 30 ST BRANCH	A	O	2	STATE
2245170	M	W 52ND ST	AMTRAK 30 ST BRANCH	A	O	2	STATE
2245180	M	W 53RD ST	AMTRAK 30 ST BRANCH	A	O	2	STATE
2245190	M	W 58TH ST	AMTRAK 30 ST BRANCH	A	O	2	STATE
2245209	M	11TH AVE	AMTRAK 30 ST BRANCH	A	O	2	STATE
2245210	M	W 42ND ST	AMTRAK 30 ST BRANCH	A	O	4	STATE
2245220	M	W 57TH ST	AMTRAK 30 ST BRANCH	A	O	3	STATE
2245250	M	W 158TH ST	AMTRAK 30 ST BRANCH	A	O	7	STATE
2245319	M	E 97TH ST	METRO NORTH MAIN LN	M	O	1	STATE
2245330	M	W 41ST ST	AMTRAK 30 ST BRANCH	A	O	3	STATE
2245340	M	W 50TH ST	AMTRAK 30 ST BRANCH	A	O	2	STATE
2245350	M	W 54TH ST	AMTRAK 30 ST BRANCH	A	O	2	STATE
2245360	M	W 55TH ST	AMTRAK 30 ST BRANCH	A	O	2	STATE
2245370	M	W 56TH ST	AMTRAK 30 ST BRANCH	A	O	2	STATE

2245380	M	E 66TH ST	PED WALK N. OF ZOO		O	P	1	STATE
2245420	M	W 65TH ST E.B.	BRIDLE PATH W END		O	P	1	STATE
2245440	M	W 40TH ST	AMTRAK 30 ST BRANCH	A	O		4	STATE
2245460	M	PARK AVE S.B.	E 45TH ST		O		1	STATE
2245470	M	PARK AVE N.B	E 45TH ST		O		1	STATE
2245480	M	TO GWB OPP W 171ST ST	RIVERSIDE DRIVE		O		1	STATE
2246000	M	WEST DRIVE	PED BET 61ST & 62ST		O	P	1	STATE
2246050	M	CENTRAL DRIVE	PED OPP 63RD ST		O	P	1	STATE
2246069	M	EAST DRIVE	PEDESTRIAN WALK		O	P	1	STATE
2246080	M	WEST DRIVE	BRIDLE PATH @ 64TH ST		O	P	1	STATE
2246100	M	CENTRAL DRIVE	TRANSVERSE RD #1		O	P	1	STATE
2246110	M	EAST DRIVE	TRANSVERSE RD #1		O	P	1	STATE
2246120	M	WEST DRIVE	TRANSVERSE RD #1		O	P	1	STATE
2246140	M	72ND ST ENT TO W DR	BRIDLE PATH		O	P	1	STATE
2246150	M	72ND ST CROSS DR	NEAR CONCERT GRNDS		O	P	3	STATE
2246170	M	EAST DRIVE	PED WALK @ 73RD ST		O	P	1	STATE
2246230	M	EAST DRIVE	TRANSVERSE RD #2		O	P	1	STATE
2246240	M	WEST DRIVE	TRANSVERSE RD #2		O	P	1	STATE
2246250	M	EAST DRIVE	TRANSVERSE RD #3		O	P	1	STATE
2246260	M	WEST DRIVE	TRANSVERSE RD #3		O	P	1	STATE
2246270	M	EAST DRIVE	TRANSVERSE RD #4		O	P	1	STATE
2246280	M	WEST DRIVE	TRANSVERSE RD #4		O	P	1	STATE
2246330	M	WEST DRIVE	FEEDER TO LAKE		WO	P	1	STATE
2246360	M	WEST DRIVE	PED WALK OPP 82 ST		O	P	1	STATE
2246410	M	TRANSVERSE RD. #1	PED WALK NEAR 5 AV		O	P	1	STATE
2246430	M	WEST DRIVE	PED OPP 109TH ST		O	P	1	STATE
2246460	M	77 ST ENTR TO W DR	PED PATH OPP 77TH ST		O	P	2	STATE
2246470	M	EAST DRIVE	THE LOCH		WO	P	1	STATE
2246489	M	W 181 ST	RAMP TO WASH BR		O		1	STATE
2246490	M	A.C. POWELL BLVD N.B.	A.C. POWELL BLVD		O		1	STATE
2246500	M	FORT TRYON PLACE	ENTR FROM RIVERSIDE DR		O	P	1	STATE
2246510	M	CORBIN PL OVERPASS	CORBIN PLACE		O	P	1	STATE
2246540	M	E 34TH ST	PARK AVE TUNNEL		OT		1	STATE

2246550	M	PARK AVE VIADUCT	E 42ND ST		O		10	STATE
2246560	M	TUDOR CITY PLACE	E 42ND ST		O		1	STATE
2246570	M	UNITED NATIONS PL	FIRST AVE TUNNEL		OT		2	STATE
2246660	M	RIVERSIDE DRIVE	W 125TH ST & OTHERS		O		27	STATE
2246670	M	W 134 ST VIADUCT	RIVERSIDE DRIVE		O		4	STATE
2246690	M	ISHAM PK VEHICULR	HARLEM RIVER INLET		O	P	1	STATE
2246710	M	W 153 ST	A.C. POWELL BLVD		O		1	STATE
2246720	M	RIVERSIDE DRIVE	W 158TH ST	A	O		77	STATE
2246970	M	RIVERSIDE DRIVE	W 96TH ST		O		3	STATE
2246980	M	RIVERSIDE DRIVE	W 138TH ST		O		1	STATE
2247040	Q	UNION ST	LIRR N SIDE DIV	L	O		1	STATE
2247050	Q	BOWNE AVE	LIRR N SIDE DIV	L	O		1	STATE
2247060	Q	PARSONS BLVD	LIRR N SIDE DIV	L	O		1	STATE
2247070	Q	147TH ST	LIRR N SIDE DIV	L	O		1	STATE
2247080	Q	149TH ST	LIRR N SIDE DIV	L	O		1	STATE
2247090	Q	149TH PLACE	LIRR N SIDE DIV	L	O		2	STATE
2247100	Q	150TH ST	LIRR N SIDE DIV	L	O		2	STATE
2247110	Q	MURRAY ST	LIRR N SIDE DIV	L	O		1	STATE
2247120	Q	WOODSIDE AVE	LIRR MAIN LINE	L	O		3	STATE
2247130	Q	CORPORAL KENNEDY ST	LIRR N SIDE DIV	L	O		1	STATE
2247140	Q	BELL BLVD	LIRR N SIDE DIV	L	O		1	STATE
2247150	Q	65TH ST	LIRR N SIDE DIV	L	O		3	STATE
2247160	Q	65TH PLACE	LIRR N SHR DIV	L	O		3	STATE
2247170	Q	DOUGLASTON PKWY	LIRR N SIDE DIV	L	O		3	STATE
2247180	Q	GRAND AVE	LIRR MAIN LINE	L	O		3	STATE
2247220	Q	80TH ROAD	LIRR MAIN LINE	L	O		3	STATE
2247230	Q	82ND AVE	LIRR MAIN LINE	L	O		3	STATE
2247240	Q	LEFFERTS BLVD	LIRR MAIN LINE	L	O		3	STATE
2247260	Q	JACKSON AVE	LIRR,AMT,CON NE	L	O		1	STATE
2247270	Q	21ST STREET	CONRAIL	C	O		6	STATE
2247290	Q	49TH AVE	LIRR,AMT,CON NE	L	O		5	STATE
2247300	Q	THOMPSON AVE	AMTRAK YARD	L	O		14	STATE
2247310	Q	QUEENS BLVD	AMTRAK & LIRR YARD	L	O		19	STATE

2247320	Q	HONEYWELL ST	AMTRAK & LIRR YARD	AL	O		22	STATE
2247330	Q	39TH ST (NORTH)	SUNNYSIDE YARDS	AL	O		14	STATE
2247370	Q	37TH AVE	CONRAIL HELLGATE	C	O		1	STATE
2247380	Q	ROOSEVELT AVE	CONRAIL HELLGATE	C	O		2	STATE
2247390	Q	41ST AVE	CONRAIL HELLGATE	C	O		2	STATE
2247400	Q	WOODSIDE AVE	CONRAIL	C	O		1	STATE
2247410	Q	43RD AVE	CONRAIL	C	O		1	STATE
2247420	Q	44TH AVE	CONRAIL	C	O		1	STATE
2247430	Q	45TH AVE	CONRAIL	C	O		1	STATE
2247440	Q	GRAND AVE	CONRAIL	C	O		1	STATE
2247450	Q	57TH AVE	CONRAIL	C	O		1	STATE
2247460	Q	CALDWELL AVE	CONRAIL	C	O		1	STATE
2247470	Q	ELIOT AVE	CONRAIL	C	O		1	STATE
2247480	Q	JUNIPER BLVD SO	CONRAIL	C	O		1	STATE
2247490	Q	69TH ST JUNPR BLVD	CONRAIL	C	O		1	STATE
2247500	Q	METROPOLITAN AVE	CONRAIL	C	O		1	STATE
2247530	Q	ANDREWS AVE	LIRR MONTAUK DIV	L	O		1	STATE
2247540	Q	60TH ST	LIRR MONTAUK DIV	L	O		2	STATE
2247550	Q	ELIOT AVE	LIRR MONTAUK DIV	L	O		2	STATE
2247570	Q	80TH ST	71ST TO 77TH AVE	L	O		5	STATE
2247590	Q	FOREST PARK DRIVE	LIRR MONTAUK DIV	L	O	P	5	STATE
2247600	Q	PARK LANE SOUTH	LIRR MONTAUK DIV	AL	O		1	STATE
2247620	Q	MYRTLE AVE	ABANDONED LIRR	L	O		3	STATE
2247640	Q	39 ST (SOUTH)	AMTRAK & LIRR YARD	AL	O		9	STATE
2247660	Q	FOREST PARK DRIVE	ABANDONED LIRR	L	O	P	6	STATE
2247680	Q	221ST ST	LIRR N SIDE DIV	L	O		3	STATE
2248019	Q	WOODHAVEN BLVD	ATLANTIC AVE		O		3	STATE
2248039	Q	CROSS BAY BLVD	CONDUIT BLVD		O		2	STATE
2248040	Q	LINDEN BLVD	CONDUIT AVE		O		1	STATE
2248129	Q	UNION TPKE	CREEDMO0RE HOSP RD		O		1	STATE
2248159	Q	WOODHAVEN BLVD	QUEENS BLVD		O		2	STATE
2248160	Q	ELLIOT AVE	QUEENS BLVD		O		2	STATE
2248200	Q	RUST ST	FLUSHING AVE		O		1	STATE

2248220	Q	FLUSHING AV SERVICE	FLUSHING AVE		O		1	STATE
2248230	Q	BEACH CHANNEL DR WB	BEACH CHANNEL DR EB		O		1	STATE
2248240	Q	SERVICE RD TURNAROUND	OVER FLUSHING AVE		O		1	STATE
2248250	Q	102ND ST	HAWTREE BASIN		WO		3	STATE
2248260	Q	FLUSHING MEADW PARK	MEADOW LAKE & 69TH RD		WO	P	5	STATE
2248299	Q	INTER PKWY-UNION TPK	AUSTIN ST		O		1	STATE
2248300	Q	71ST AVE	COOPER AVE		O		1	STATE
2248340	Q	FOREST PARK DR	MYRTLE AVE		O	P	3	STATE
2248369	Q	ROCKAWAY BLVD	THURSTON BASIN		WO		2	STATE
2249040	R	TOMPKINS AVE	B&O RR (ABANDONED)		O		1	STATE
2249090	R	MORNINGSTAR ROAD	B&O RAILROAD	O	O		4	STATE
2249100	R	GRANITE AVE	B&O RAILROAD	O	O		4	STATE
2249110	R	LAKE AVE	B&O RAILROAD	O	O		3	STATE
2249120	R	SIMONSON AVE	B&O RAILROAD	O	O		3	STATE
2249130	R	VAN NAME AVE	B&O RAILROAD	O	O		3	STATE
2249140	R	VAN PELT AVE	B&O RAILROAD	O	O		3	STATE
2249160	R	DE HART AVE	B&O RAILROAD	O	O		4	STATE
2249170	R	UNION AVE	B&O RAILROAD	O	O		4	STATE
2249180	R	HARBOR ROAD	B&O RAILROAD	O	O		4	STATE
2249200	R	SOUTH AVE	B&O RAILROAD	O	O		3	STATE
2249240	R	ARTHUR KILL ROAD	SIRT SOUTH SHORE	S	O		1	STATE
2249269	R	PAGE AVE	SIRT SOUTH SHORE	S	O		4	STATE
2249270	R	RICHMOND VALLY ROAD	SIRT SOUTH SHORE	S	O		4	STATE
2249290	R	SEGUINE AVE	SIRT SOUTH SHORE	S	O		1	STATE
2249300	R	HUGUENOT AVE	SIRT SOUTH SHORE	S	O		2	STATE
2249320	R	ALBEE AVE	SIRT SOUTH SHORE	S	O		3	STATE
2249330	R	ANNADALE ROAD	SIRT SOUTH SHORE	S	O		2	STATE
2249360	R	GIFFORDS LANE	SIRT SOUTH SHORE	S	O		1	STATE
2249370	R	GREAVES AVE	SIRT SOUTH SHORE	S	O		1	STATE
2249380	R	GUYON AVE	SIRT SOUTH SHORE	S	O		3	STATE
2249400	R	BEACH AVE	SIRT SOUTH SHORE	S	O		2	STATE
2249410	R	ROSS AVE	SIRT SOUTH SHORE	S	O		2	STATE
2249420	R	ROSE AVE	SIRT SOUTH SHORE	S	O		2	STATE

2249430	R	NEW DORP LANE	SIRT SOUTH SHORE	S	O		2	STATE
2249440	R	BANCROFT AVE	SIRT SOUTH SHORE	S	O		3	STATE
2249460	R	LINCOLN AVE	SIRT SOUTH SHORE	S	O		1	STATE
2249470	R	MIDLAND AVE	SIRT SOUTH SHORE	S	O		1	STATE
2249480	R	FINGERBOARD ROAD	SIRT SOUTH SHORE	S	O		2	STATE
2249490	R	CLOVE ROAD	SIRT SOUTH SHORE	S	O		3	STATE
2249510	R	TOMPKINS AVE	WILLOW AVE, SIRT	S	O		2	STATE
2249520	R	HANNAH ST	SIRT SOUTH SHORE	S	O		10	STATE
2249760	R	MARTLINGS AVE	RICHMOND LAKE DAM		WO		2	STATE
2249800	R	FOREST AVE	CLOVE LAKES PK STREAM		WO	P	1	STATE
2249810	R	HYLAN BLVD	LEMON CREEK		WO		1	STATE
2249820	R	ARTHUR KILL ROAD	ARTHUR KILL STREAM		WO		1	STATE
2249840	R	TOMPKINS AVE	GREENFIELD AVE		O		1	STATE
2249860	R	SLATER BLVD	NEW CREEK		WO		1	STATE
2249870	R	TRAVIS AVE	MAIN CREEK		WO		1	STATE
2249880	R	CHELSEA ROAD	SAWMILL CREEK		WO		1	STATE
2257569	M	MILLER HIGHWAY	TERRAIN		A		64	STATE
2266129	Q	DOUGLASTON PKWY	BCIP		A		1	STATE
2266139	Q	DOUGLASTON PKWY	BCIP		A		1	STATE
2266149	Q	HEMPSTEAD AVE	CROSS ISLAND PKWY		A		2	STATE
2266160	Q	678I SB TO BCIP EB	ACCESS RD FROM 678I		A		1	STATE
2266229	M	HHP	PED UNDERPASS @ 148 ST		A		1	STATE
2266230	M	HHP	PED UNDERPASS INWD PK		A		1	STATE
2266240	M	HHP	PED UNDERPASS INWD PK		A		1	STATE
2266540	B	BRUCKNER BLVD OVRPAS	133RD - 135TH ST		A		2	STATE
2266672A	M	W 31ST ST	AMTRAK LAYUP TRACKS	A	O		9	STATE
2266770	Q	CROSS ISLAND PKWY	LAURELTON PKWY		A		1	STATE
2267130	M	RIVERSIDE DRIVE	W 145TH ST		O		1	STATE
2267160	Q	ROOSEVELT AVE	FLUSHING MDW PK ROAD		O		4	STATE
2267199	Q	FRANCIS LEWIS BLVD	PARK ROAD		O		1	STATE
2267240	M	HRD NB RAMP	HARLEM RIVER DR		A		55	STATE
2267250	M	HHP	AMTRAK 30TH ST LINE	A	A		55	STATE
2267380	M	WEST STREET	RECTOR ST		AT		1	STATE

2267717	M	79 ST PED PLAZA	79 ST BT BASIN GAR		A	P	10	STATE
2267718	M	79 ST TRAFFIC CIRC	79 ST PED PLAZA		A	P	34	STATE
2267714	M	79 ST RAMP TO HHP	79 ST BT BASIN GAR		AR	P	4	STATE
2267718	M	79 ST RAMP TO GAR	79 ST BT BASIN GAR		AR	P	21	STATE
2267710	M	GAR RAMP TO 79 ST	79 ST BT BASIN GAR		AR	P	21	STATE
2267710	M	SB HHP RAMP TO 79 ST	79 ST BT BASIN GAR		AR	P	4	STATE
2267860	K	BROOKLYN BR APPROACH	SANDS STREET		O		1	STATE
2268497	K	278I W.B. (B.Q.E.)	FURMAN ST		A		45	STATE
2268498	K	278I E.B. (B.Q.E.)	278I W.B. (B.Q.E.)		A		69	STATE
2268507	K	278I W.B. (B.Q.E.)	YORK ST		A		6	STATE
2268508	K	278I E.B. (B.Q.E.)	278I W.B. (B.Q.E.)		A		11	STATE
2268517	K	278I W.B. (B.Q.E.)	FURMAN ST		A		7	STATE
2268518	K	278I E.B. (B.Q.E.)	278I W.B. (B.Q.E.)		A		5	STATE
2268650	M	FDR NB 42ND TO 49ST	EAST RIVER		A		119	STATE
2268770	Q	SPRINGFIELD BLVD	EQUES. PATH (ABAND.)		O		1	STATE
2268920	R	AMBOY ROAD	LEMON CREEK		WO		1	STATE
2269030	B	MATTHEWSON ROAD	MAC CRACKEN AVE		O		15	STATE
2269190	M	W.70TH STREET	AMTRAK	A	O		3	STATE
2269210	M	W.68TH STREET	AMTRAK	A	O		3	STATE
2269240	M	RIVERSIDE DRIVE	W. 155TH ST		O		1	STATE
2269600	K	ERSKINE STREET	BSHP		A		1	STATE
2269730	R	PARKING EXIT RAMP	SIRT	S	O	F	10	STATE
2269740	R	BUS STATION NORTH	SIRT	S	O	F	12	STATE
2269750	R	BUS STATION SOUTH	SIRT	S	O	F	12	STATE
2269760	R	NORTH RAMP	SIRT	S	O	F	9	STATE
2269770	R	BUS STA ENTR RAMP	SIRT	S	O	F	19	STATE
2269780	R	PARKING ENTR RAMP	SIRT	S	O	F	3	STATE
2269790	R	BUS STATION EXIT RAMP	SIRT	S	O	F	7	STATE
2270030	B	E 156TH ST	ACCESS TO HOUSING		O	ED	16	STATE
2270180	R	BOROUGH PLACE - RAMP A	STATEN ISLAND RAILWAY	S	O	F	1	STATE
2270250	B	BROOKE AVENUE	CSX TRANS - PT MORRIS		O		1	STATE
2300130	Q	HOOK CREEK	HOOK CREEK BRIDGE		WO		3	STATE

APPENDIX K

SPECIAL CONTRACT REQUIREMENTS RESPONSE CONTRACTS

NEW YORK STATE OF OPPORTUNITY. Department of Transportation	ENGINEERING INSTRUCTION	EI 19-010
Title: **SPECIAL CONTRACT REQUIREMENTS FOR RESPONSE CONTRACTS**		
	Approved: /s/ Robert L. Sack Robert Sack, P.E Acting Deputy Chief Engineer (Construction)	5/9/19 Date

ADMINISTRATIVE INFORMATION:

- This Engineering Instruction (EI) is effective beginning with projects submitted for lettings on or after September 1, 2019.
- This EI does not supersede any prior issuances.

PURPOSE: This EI issues a Proposal Insert Note that provides guidance to bidders regarding solicitation practices to be conducted for contracts that have indefinite scope of work and indefinite item quantities.

TECHNICAL INFORMATION:

- Proposal Insert Note: Participation Goals for Response Contracts contains new guidance for contractors and construction staff.

- The "Participation Goals for Response Contracts" note should be inserted into the proposals for contracts that have indefinite scope of work and indefinite item quantities ("Response Contracts"). Examples of such contracts include, but may not be limited to: Where and When, Job Order, Work Order, Requirements and Emergency Standby.

- Pre-Letting Bidders shall solicit D/M/WBEs using the *AAP12 *Response Contract D/M/WBE Solicitation* form to determine their interest in participating on the contract should work/materials be identified that the D/M/WBE's are certified to perform/supply. Bidders will record all contact/responses on the **AAP 10 D/M/WBE Solicitation Log*.

- Pre-Award, the Low Bidder, as part of a complete *D/M/WBE Pre-Award Utilization Package,* shall submit all *AAP12 Response Contract D/M/WBE Solicitation* forms along with the AAP10 *D/M/WBE Solicitation Log*. The Low Bidder shall assign all D/M/WBE's who submitted positive responses in EBO as part of their Good Faith Effort and potential Utilization.

- Post-Award when a Work Order is issued the Contractor shall review the scope of the work and identify opportunities to utilize the D/M/WBE's already assigned in EBO on the AAP19 *Schedule of Utilization*. The Contractor shall contact the interested D/M/WBE's that are certified to perform/supply for that Work Order. The Contractor shall document their D/M/WBE contact results using *AAP 10 D/M/WBE Solicitation Log*. The Contractor shall revise EBO to reflect the agreed-upon dollar amount for all D/M/WBE's when they are utilized.

  *NOTE: At the bidder's option, other formats which supply the required data may be used.

IMPLEMENTATION:

- Designers should indicate that a contract is a “Response Contract” in the appropriate section of the PS&E Transmittal Memorandum.

- Main Office Design Quality Assurance Bureau (DQAB) will insert the Proposal Insert Note transmitted with this EI into contract proposals beginning with projects submitted for the lettings on or after September 1, 2019.

- When applicable, the “Participation Goals for Response Contracts” note will be included under the “REQUIRED CONTRACT PROVISIONS” section of the contract Proposal.

TRANSMITTED MATERIALS: Proposal Insert Note “Utilization Requirements for Response Contracts”.

BACKGROUND: For Response Contracts that have been identified as having indefinite scopes of work and indefinite item quantities, it is difficult to obtain D/M/WBE utilization with specific dollar values and associated scope(s) of work.

CONTACT: Refer questions regarding this EI to Emilia Seerup Medick via email at Emilia.Seerup@dot.ny.gov or to the Office of Construction at (518) 457-6472.

PARTICIPATION GOALS FOR RESPONSE CONTRACTS

This contract has been identified as having indefinite scope of work and indefinite item quantities.

Pre-Letting:

- Bidders shall solicit D/M/WBE's using the *AAP12 Response Contract D/M/WBE Solicitation* form to determine the D/M/WBE's interest in participating on the contract should work/materials be identified that they are certified to perform/supply. Bidders shall record all contact/responses on the *AAP10 D/M/WBE Solicitation Log*.
    - The NYS United Certification Program (UCP) DBE Directory is located at: https://nysucp.newnycontracts.com/
    - The NYS M/WBE Directory is located at: https://ny.newnycontracts.com/
    - The *AAP 10** and *AAP 12** forms are available at: https://www.dot.ny.gov/main/business-center/contractors/construction-division/forms-manuals-computer-applications-general-information/civil-rights

Pre-Award:

- Pre-Award, the Low Bidder shall submit their Pre-Letting solicitation to the Office of Construction in accordance with §102-12. H *D/M/WBE Pre-Award Utilization Package.* The submittal should include all *AAP12 Response Contract D/M/WBE Solicitation* forms along with the completed *AAP10 D/M/WBE Solicitation Log*.
- As part of their Good Faith Effort and potential Utilization, the Low Bidder shall assign in the Equitable Business Opportunity (EBO) program all D/M/WBEs, who submitted positive responses, to the applicable contract pay items in the amount of $1.00. All assigned items shall be split with the Low Bidder, with the *INCOMPLETE* ***(INC ITEM)*** box checked for the Low Bidder and all D/M/WBE's.
- Failure to meet the requirements may result in the bid being rejected as non-responsive.

Post-Award:

- Post-Award, when a Work Order is issued, the Contractor shall review the scope of the work and identify opportunities to utilize the D/M/WBE's already assigned in EBO on the *AAP19 Schedule of Utilization*. The Contractor shall contact the D/M/WBE's identified on the AAP19 *Schedule of Utilization* that are certified to perform/supply for that specific Work Order. The Contractor shall record all D/M/WBE contact/responses using *AAP10 D/M/WBE Solicitation Log*. The Contractor shall revise EBO to reflect the agreed-upon dollar amount for all D/M/WBE's when they are utilized.
- If the Work Order contains work that the Contractor had not previously solicited D/M/WBE's for, then in accordance with §102-12. *D/M/WBE Utilization G. Good Faith Efforts* the Contractor shall solicit D/M/WBEs and record all contact /responses on the *AAP10 D/M/WBE Solicitation Log*. The Contractor shall assign new D/M/WBE's to the applicable contract pay items in EBO and enter the agreed-upon dollar amount.

*NOTE: At the bidder's option, other formats which supply the required data may be used.

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THE CITY OF NEW YORK
DEPARTMENT OF TRANSPORTATION
("NYCDOT")

THE DIVISION OF BRIDGES

CONTRACT FOR FURNISHING ALL LABOR AND MATERIAL NECESSARY AND REQUIRED

FOR

P.I.N. 84126MBBR770
Contract No. HBCY109

WHEN AND WHERE STRUCTURAL REPAIRS AND OTHER MISCELLANEOUS WORK CONDUCTED WITHIN THREE BOROUGHS

TOGETHER WITH ALL WORK INCIDENTAL

THERETO BOROUGHS OF BROOKLYN, THE BRONX

AND STATEN ISLAND