CONSTRUCTION CONTRACT

New York City
Department of
Environmental Protection
59-17 Junction Boulevard
Flushing, New York 11373

Lisa F. Garcia
Commissioner

Joseph Vaicels
Assistant Commissioner,
Agency Chief Contracting Officer

Invitation for Bids Furnishing all Labor and Material Necessary and Required for:

Contract: **PS-318**

Description: **Reconstruction of Paerdegat Pumping Station**

Volume 2 of 3
Contract Terms and Specifications
(with separate Bid Booklet)

September 2026

Rev. 01-10-2025

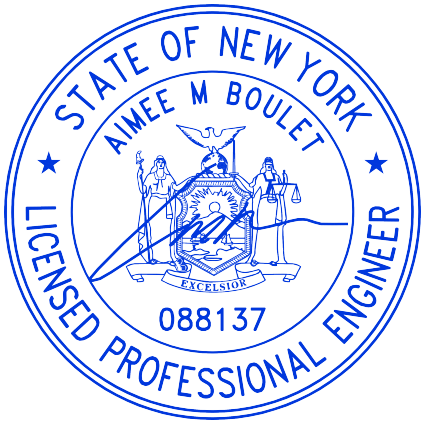
NEW YORK CITY DEPARTMENT OF ENVIRONMENTAL PROTECTION

CONTRACT PS-318

RECONSTRUCTION OF PAERDEGAT PUMPING STATION

SEAL AND CERTIFICATIONS

Design Professional: AECOM, 605 Third Avenue, New York, NY 10158

Aimee Boulet, PE License No. NY PE - 088137  	The seal and signature to the left apply to the following Specifications Divisions and/or Specification Sections of this Contract: • Division 01, except for ○ Section 01 35 44 – Working on Hazardous (Classified) Locations ○ Section 01 35 45 – Hazardous Materials Control ○ Section 01 43 15 – Witness Shop Testing ○ Section 01 43 20 – Approval of Product Manufacturers ○ Section 01 51 11 – Temporary Water and Sanitary Services ○ Section 01 51 12 – Temporary Heat and Ventilation ○ Section 01 51 30 – Temporary Electrical System ○ Section 01 51 40 – Interim Power ○ Section 01 51 50 – Interim Pumping System ○ Section 01 55 00 – Vehicular Access and Parking ○ Section 01 55 26 – Traffic Control ○ Section 01 56 00 – Temporary Barriers and Enclosures ○ Section 01 57 00 – Temporary Controls ○ Section 01 73 17 – Installation of Equipment

	○ Section 01 74 17 – Cleaning and Site Maintenance ○ Section 01 78 24 – Spare Parts and Maintenance Materials ○ Section 01 78 25 – Operations and Maintenance Manuals ○ Section 01 79 05 – Equipment Start-up and Training ○ Section 01 91 00 - Commissioning

Design professionals' seals and signatures do not apply to the documents that comprise the Bid Booklet, Standard Construction Contract, Schedule of Wage Rates and General Conditions.

It is a violation applicable laws and regulations governing professional licensing and registration for any person, unless acting under the direction of the licensed and registered design professional(s) indicated above, to alter in any way the Specifications in this Contract.

(NO FURTHER TEXT THIS PAGE)

NEW YORK CITY DEPARTMENT OF ENVIRONMENTAL PROTECTION

CONTRACT PS-318

RECONSTRUCTION OF PAERDEGAT PUMPING STATION

SEAL AND CERTIFICATIONS

Design Professional: AECOM, 605 Third Avenue, New York, NY 10158

Tom Fini, PE License No. NY PE - 109219  	The seal and signature to the left apply to the following Specifications Divisions and/or Specification Sections of this Contract: • Section 01 43 15 – Witness Shop Testing • Section 01 43 20 – Approval of Product Manufacturers • Section 01 51 11 – Temporary Water and Sanitary Services • Section 01 51 12 – Temporary Heat and Ventilation • Section 01 51 50 – Interim Pumping System • Section 01 73 17 – Installation of Equipment • Section 01 78 24 – Spare Parts and Maintenance Materials • Section 01 78 25 – Operations and Maintenance Manuals • Section 01 79 05 – Equipment Start-up and Training • Section 01 91 00 - Commissioning • Section 40 05 05 – Exposed Piping Installation • Section 40 05 05.30 – Leakage Testing for Exposed Piping • Section 40 05 06 – Couplings, Adapters, and Specials for Process Piping • Section 40 05 19 – Ductile Iron Process Pipe

	• Section 40 05 53 – Process Valve Four-Inch Diameter and Larger • Section 40 05 56 – Process Valves, Smaller than Four-Inch Diameter • Section 40 05 59.05 – Stainless Steel Slide Gates • Section 40 05 96 – Vibration and Seismic Controls for Process Equipment • Section 40 05 97 – Identification for Process Equipment • Section 40 06 01 – Schedule for Exposed Piping • Division 41 • Division 43

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NEW YORK CITY DEPARTMENT OF ENVIRONMENTAL PROTECTION

CONTRACT PS-318

RECONSTRUCTION OF PAERDEGAT PUMPING STATION

SEAL AND CERTIFICATIONS, continued

Design Professional: Matrix New World Engineering, 20 West 37th Street, 12th Floor, New York, NY 10018

Stephen Fung, PE License No. NY PE - 108763  	The seal and signature to the left apply to the following Specifications Divisions and/or Specification Sections of this Contract: • Section 01 35 44 – Working in Hazardous (Classified) Locations • Section 01 35 45 – Hazardous Materials Control • Section 01 55 00 – Vehicular Access and Parking • Section 01 55 26 – Traffic Control • Section 01 57 00 – Temporary Controls • Section 01 74 17 – Cleaning and Site Maintenance • Division 02 • Division 31 • Division 32, except for: • Section 32 31 19 – Decorative Metal and Wood Fences and Gates • Division 33

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NEW YORK CITY DEPARTMENT OF ENVIRONMENTAL PROTECTION

CONTRACT PS-318

RECONSTRUCTION OF PAERDEGAT PUMPING STATION

SEAL AND CERTIFICATIONS, continued

Design Professional: AECOM, 605 Third Avenue, New York, NY 10158

Mostafa Elmorsi, PE License No. NY PE - 085573  	The seal and signature to the left apply to the following Specifications Divisions and/or Specification Sections of this Contract: • Division 03, except for: • Section 03 45 00 – Precast Architectural Concrete • Division 04, except for: • Section 04 21 02 – Exterior Brickwork • Section 04 40 00 – Stone Assemblies • Division 05, except for: • Section 05 40 00 – Cold-Formed Metal Framing • Section 05 52 13.07 Aluminum Pipe Railings • Section 07 90 00 – Joint Protection

Design professionals' seals and signatures do not apply to the documents that comprise the Bid Booklet, Standard Construction Contract, Schedule of Wage Rates and General Conditions.

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NEW YORK CITY DEPARTMENT OF ENVIRONMENTAL PROTECTION

CONTRACT PS-318

RECONSTRUCTION OF PAERDEGAT PUMPING STATION

SEAL AND CERTIFICATIONS, continued

Design Professional: AECOM, 605 Third Avenue, New York, NY 10158

Chen Li, RA License No. NY RA - 044981  	The seal and signature to the left apply to the following Specifications Divisions and/or Specification Sections of this Contract: • Section 03 45 00 – Precast Architectural Concrete • Section 04 21 02 – Exterior Brickwork • Section 04 40 00 – Stone Assemblies • Section 05 40 00 Cold-Formed Metal Framing • Section 05 52 13.07 Aluminum Pipe Railings • Division 06 • Division 07, except for: • Section 07 90 00 – Joint Protection • Division 08 • Division 09 • Division 10 • Division 11 • Section 32 31 19 – Decorative Metal and Wood Fences and Gates

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NEW YORK CITY DEPARTMENT OF ENVIRONMENTAL PROTECTION

CONTRACT PS-318

RECONSTRUCTION OF PAERDEGAT PUMPING STATION

SEAL AND CERTIFICATIONS, continued

Design Professional: AECOM, 605 Third Avenue, New York, NY 10158

Eduardo Chaviano, PE License No. NY PE - 111609  Eduardo J Chaviano	The seal and signature to the left apply to the following Specifications Divisions and/or Specification Sections of this Contract: • Division 21 • Division 22 • Division 23 • Section 40 05 07 – Hangers and Supports for Process Piping • Section 40 05 15 – Copper and Brass Process Pipe

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NEW YORK CITY DEPARTMENT OF ENVIRONMENTAL PROTECTION

CONTRACT PS-318

RECONSTRUCTION OF PAERDEGAT PUMPING STATION

SEAL AND CERTIFICATIONS, continued

Design Professional: ELECSYS, 200 Summit Lake Drive, Suite 260, Valhalla, New York 10595

Eldo James, PE License No. NY PE - 088309  	The seal and signature to the left apply to the following Specifications Divisions and/or Specification Sections of this Contract: • Section 01 51 30 – Temporary Electrical System • Section 01 51 40 – Interim Power • Division 26 • Division 28 • Section 40 61 13 – PMCS General Requirements • Section 40 61 26 – PMCS Training • Section 40 61 93 – PMCS Input Output List • Section 40 61 94 – PMCS Instrument Index • Section 40 61 95 – PMCS Monitoring and Control Criteria • Section 40 61 96 – PMCS Control Strategies • Section 40 63 43 – PMCS Programmable Logic Controllers • Section 40 67 16 – PMCS Panels and Enclosures • Section 40 70 01 – Measurement • Section 40 78 90 – PMCS Panel Mounted Instruments and Devices • Section 40 79 91 – PMCS Field Instruments • Section 40 80 81 – PMCS Factory Testing • Section 40 80 82 – PMCS Startup and Field Testing

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RECONSTRUCTION OF PAERDEGAT PUMPING STATION

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Notice To Bidders

Web-based access to BEDC EHS information

In conjunction with the requirements of Detailed Specification 01 35 27 – Environmental, Health and Safety (EHS) Requirements, DEP's Bureau of Engineering Design & Construction (BEDC) has provided the most recent version of DEP's EHS Policies and Procedures, BEDC EHS Standards, and other DEP EHS guidelines and additional information on the DEP Knowledge Reservoir of the BEDC web-based Project Management Information System (PMIS) at the following website: https://app.e-builder.net/public/publicLanding.aspx?QS=33fcd8611637450095d280fe48f856f1

For any question regarding the website, contact BEDC EHS at (718) 595-6228 or bedcehs@dep.nyc.gov.

Compliance with the latest versions of DEP EHS Policies and Procedures, BEDC EHS Standards, and DEP Guidelines are required on all DEP Contract work.

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Rev. 7/2020

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NOTICE TO NEW YORK CITY DEPARTMENT OF ENVIRONMENTAL PROTECTION CONTRACTORS

Please be advised that all notices required to be submitted to the New York City Department of Environmental Protection ("DEP") Commissioner pursuant to Article 11, Article 27, Article 30, and Article 78[1] of the City of New York Standard Construction Contract must now instead be submitted electronically to the following email address: commcontractnotices@dep.nyc.gov.[2] Upon receipt, DEP will send an acknowledgement via email. The DEP Commissioner will no longer accept physical copies of said notices.

If a contractor is unable to comply with this notice, please contact commcontractnotices@dep.nyc.gov immediately to make alternative arrangements.

Please note the above email address may only accept messages that are ten megabytes or smaller. If your submission is larger than that, please contact commcontractnotices@dep.nyc.gov to request a link that will allow you to upload the documents.

Thank you for your anticipated cooperation.

[1]Please note that Article 78 appears only in the 2017 City of New York Standard Construction Contract.
[2]Please be advised that this notice only applies to documents that must be submitted to the DEP Commissioner. Please follow the contract and the Procurement Board Policy Rules when submitting documents to the Comptroller of the City of New York, the Contract Dispute Resolution Board, or any other entity.

CITY OF NEW YORK

STANDARD CONSTRUCTION CONTRACT

March 2017

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CITY OF NEW YORK
STANDARD CONSTRUCTION CONTRACT

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WITNESSETH:

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

CHAPTER I: THE CONTRACT AND DEFINITIONS

ARTICLE 1. THE CONTRACT

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

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

1.1.2 The Contract Drawings and Specifications;

1.1.3 The General Conditions and Special Conditions, if any;

1.1.4 The **Contract**;

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

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

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

ARTICLE 2. DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CHAPTER II: THE WORK AND ITS PERFORMANCE

ARTICLE 3. CHARACTER OF THE WORK

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

ARTICLE 4. MEANS AND METHODS OF CONSTRUCTION

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

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

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

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

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

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

ARTICLE 5. COMPLIANCE WITH LAWS

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

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

5.3 Noise Control Code provisions.

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

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

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

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

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

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

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

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

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

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

5.4.2 Ultra Low Sulfur Diesel Fuel

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

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

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

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

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

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

5.4.3 Best Available Technology

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

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

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

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

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

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

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

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

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

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

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

5.4.5 Compliance

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

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

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

5.4.6 Reporting

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 6. INSPECTION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CHAPTER III: TIME PROVISIONS

ARTICLE 8. COMMENCEMENT AND PROSECUTION OF THE WORK

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

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

ARTICLE 9. PROGRESS SCHEDULES

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

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

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

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

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

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

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

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

ARTICLE 10. REQUESTS FOR INFORMATION OR APPROVAL

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

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

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

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

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

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

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

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

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

11.4 Compensable Delays

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

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

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

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

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

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

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

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

11.4.1.7 Delays not contemplated by the parties;

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

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

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

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

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

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

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

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

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

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

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

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

11.6 Required Content of Submission of Statement of Delay Damages

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

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

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

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

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

11.7 Recoverable Costs

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

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

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

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

11.7.1.4 Additional insurance and bond costs;

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

11.7.1.6 Labor escalation costs based on actual costs;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

11.7.3.5 Attorneys' fees and dispute and claims preparation expenses.

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

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

ARTICLE 12. COORDINATION WITH OTHER CONTRACTORS

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

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

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

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

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

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

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

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

ARTICLE 13. EXTENSION OF TIME FOR PERFORMANCE

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

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

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

> 13.3.1 By the acts or omissions of the **City**, its officials, agents or employees; or
>
> 13.3.2 By the act or omissions of **Other Contractors** on this **Project**; or
>
> 13.3.3 By supervening conditions entirely beyond the control of either party hereto (such as, but not limited to, acts of God or the public enemy, excessive inclement weather, war or other national emergency making performance temporarily impossible or illegal, or strikes or labor disputes not brought about by any act or omission of the **Contractor**).
>
> 13.3.4 The **Contractor** shall, however, be entitled to an extension of time for such causes only for the number of **Days** of delay which the **ACCO** or the Board may determine to be due solely to such causes, and then only if the **Contractor** shall have strictly complied with all of the requirements of Articles 9 and 10.

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

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

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

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

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

13.8 Application for Extension of Time:

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

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

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

13.8.1(c) Original total bid price;

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

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

13.8.1(f) The extension of time requested.

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

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

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

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

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

13.9 Analysis and Approval of Time Extensions:

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

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

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

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

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

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

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

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

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

ARTICLE 14. COMPLETION AND FINAL ACCEPTANCE OF THE WORK

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

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

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

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

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

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

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

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

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

ARTICLE 15. LIQUIDATED DAMAGES

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

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

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

ARTICLE 16. OCCUPATION OR USE PRIOR TO COMPLETION

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

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

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

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

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

CHAPTER IV: SUBCONTRACTS AND ASSIGNMENTS

ARTICLE 17. SUBCONTRACTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 18. ASSIGNMENTS

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

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

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

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

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

CHAPTER V: CONTRACTOR'S SECURITY AND GUARANTEE

ARTICLE 19. SECURITY DEPOSIT

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

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

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

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

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

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

ARTICLE 20. PAYMENT GUARANTEE

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 21. RETAINED PERCENTAGE

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

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

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

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

ARTICLE 22. INSURANCE

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

22.1.7 Marine Insurance:

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

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

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

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

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

22.2 General Requirements for Insurance Coverage and Policies:

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

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

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

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

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

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

22.3 Proof of Insurance:

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

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

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

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

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

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

26.1.2 If the actual quantity of any unit price item necessary to complete the **Work** will exceed one hundred twenty five (125%) percent of the estimated quantity for that item set forth in the bid schedule, the **City** reserves the right and the **Contractor** agrees to negotiate a new unit price for such item. In no event shall such negotiated new unit price exceed the unit bid price. If the **City** and **Contractor** cannot agree on a new unit price, then the **City** shall order the **Contractor** and the **Contractor** agrees to provide additional quantities of

the item on the basis of time and material records for the actual and reasonable cost as determined under Article 26.2, but in no event at a unit price exceeding the unit price bid.

26.2 **Extra Work:** For **Extra Work** where payment is by agreement on a fixed price in accordance with Article 25.3.2, the price to be paid for such **Extra Work** shall be based on the fair and reasonable estimated cost of the items set forth below. For **Extra Work** where payment is based on time and material records in accordance with Article 25.3.3, the price to be paid for such **Extra Work** shall be the actual and reasonable cost of the items set forth below, calculated in accordance with the formula specified therein, if any.

26.2.1 Necessary materials (including transportation to the **Site**); plus

26.2.2 Necessary direct labor, including payroll taxes (subject to statutory wage caps) and supplemental benefits; plus

26.2.3 Sales and personal property taxes, if any, required to be paid on materials not incorporated into such **Extra Work**; plus

26.2.4 Reasonable rental value of **Contractor**-owned (or **Subcontractor**-owned, as applicable), necessary plant and equipment other than **Small Tools**, plus fuel/energy costs. Except for fuel costs for pick-up trucks which shall be reimbursed based on a consumption of five (5) gallons per shift, fuel costs shall be reimbursed based on actual costs or, in the absence of auditable documentation, the following fuel consumption formula per operating hour: (.035) 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.

SIGNATURE OF THE CONTRACT

IN WITNESS WHEREOF, the Commissioner, on behalf of the City of New York and the Contractor, have executed **FIVE COPIES of this contract, three parts of which are to remain with the Commissioner, one other to be filed with the Comptroller of the City, and the fifth to be delivered to the Contractor.**

THE CITY OF NEW YORK

BY_____
COMMISSIONER

_____
NAME OF CONTRACTOR

BY_____
AUTHORIZED OFFICER OF THE FIRM OR CORPORATION

(Where Contractor is a Corporation, add):
Attest:

_____(Seal)
SECRETARY

2017 Standard Construction Contract Riders:

- NYC Earned Safe and Sick Time Act Contract Rider
- Rider to New York City Standard Construction Contract (March 2017) Regarding Non-Compensable Delays and Grounds for Extension
- Rider to New York City Standard Construction Contract (March 2017) Regarding Certified Payrolls
- New York City Mayoral Executive Order No. 39 Rider City Fleet and Truck Safety Requirements for City Contractors (version: November 19, 2024)
- Community Hiring Rider for Construction Contracts (version: February 20, 2025)

NYC EARNED SAFE AND SICK TIME ACT CONTRACT RIDER

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

A. *Introduction and General Provisions.*

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

E. *Notice of Rights.*

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

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

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

G. *Enforcement and Penalties.*

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 38. PAYROLL REPORTS

38.1 The **Contractor** and its **Subcontractor(s)** shall maintain the original payrolls or transcripts thereof which the **Contractor** and its **Subcontractor(s)** are required to maintain and shall submit such original payrolls or transcripts, subscribed and affirmed by it as true, within thirty (30) **Days** after issuance of its first payroll, and every thirty (30) **Days** thereafter, pursuant to Labor Law Section 220(3-a)(a)(iii), as modified by Labor Law Section 220-j. The **Contractor** and **Subcontractor(s)** shall submit such original payrolls or transcripts into the Electronic Certified Payroll Database (as hereinafter defined). If payment requisitions are not submitted at least once a month, the **Contractor** and its **Subcontractor(s)** shall submit original payrolls and transcripts both at the same time payment requisitions are submitted and independently of its payment requisitions. For purposes of this Article 38, "Electronic Certified Payroll Record Database" means the City's publicly accessible online database of electronic certified payroll records through which contractors and subcontractors submit certified payroll reports in an electronic format. The database is accessible at the following link: https://nyc-oti.ecomply.us/

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

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

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

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

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

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.

Community Hiring Rider

For Construction Contracts

Version: February 20, 2025

Program Description

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

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

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

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

Community Hiring Requirements

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

A. Community Hiring Goal

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

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

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

B. Advertising Employment Opportunities

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

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

C. System Enrollment and Reporting

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

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

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

Records

A. Retention

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

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

B. Access to Records

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

Compliance

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

A. Best Efforts

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

B. Corrective Action

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

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

C. Civil Penalties

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

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

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ACKNOWLEDGMENT BY CORPORATION

State of_____, County of_____ ss:

On this_____ day of _____, _____

before me personally came_____

who affirms or being by me duly sworn, did depose and say that he/she resides in

the City of_____; that he/she is the_____

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

_____
Notary Public or Commissioner of Deeds

ACKNOWLEDGMENT BY COMMISSIONER

State of New York, County of Queens ss:

On this_____ day of_____,_____

before me personally came_____

to me known and known to me to be the_____ Commissioner of the Department Environmental Protection 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

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ACKNOWLEDGMENT BY PARTNERSHIP

State of_____, County of_____ ss:

On this_____ day of _____, _____

before me personally came _____,to be known

and known to me to be a member of_____, the firm described in and which executed the foregoing instrument and he/she acknowledged to me that he/she subscribed the name of said firm thereto on behalf of said firm for the purposes therein mentioned.

_____
Notary Public or Commissioner of Deeds

ACKNOWLEDGMENT BY INDIVIDUAL

State of _____, County of _____ ss:

On this_____ day of_____,_____

before me personally came_____

to me known and known to me to be the same person described 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

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AUTHORITY

MAYOR'S CERTIFICATE NO. CBX _____ DATED_____

BUDGET DIRECTOR'S CERTIFICATE NO. CP/CAS_____ 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:

_____

$_____

is chargeable to the fund of the Department of Environmental Protection Budget Code(s):

_____

_____

I hereby certify that the specifications contained herein comply with the terms and conditions of the FY_____ BUDGET.

_____

Commissioner of the Department of Environmental Protection

COMPTROLLER'S CERTIFICATE

The City of New York_____,_____

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

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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.

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 _____.

Performance Bond Greater Than $5 Million

_____.

(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.

ACKNOWLEDGMENT OF PRINCIPAL IF A CORPORATION

State of _____County of _____ ss:

On this__day of _____ 20 _____before me personally came_____,
to me known, who, being by me duly sworn did depose and say that he/she resides at_____
_____; that he/she is the_____
of ___the corporation described in and which executed the foregoing instrument; and that he signed his name to the foregoing instrument by order of the directors of said corporation as the duly authorized and binding act thereof.

_____
Notary Public or Commissioner of Deeds.

ACKNOWLEDGMENT OF PRINCIPAL IF A PARTNERSHIP

State of _____County of _____ ss:

On this__day of _____ 20 _____before me personally came_____
to me known, who, being by me duly sworn did depose and say that he/she resides at_____
_____; that he/she is _____ partner of _____, a limited/general partnership existing under the laws of the State of _____, the partnership described in and which executed the foregoing instrument; and that he/she signed his/her name to the foregoing instrument as the duly authorized and binding act of said partnership.

_____
Notary Public or Commissioner of Deeds.

ACKNOWLEDGMENT OF PRINCIPAL IF AN INDIVIDUAL

State of _____County of _____ ss:

On this__day of _____ 20 _____before me personally came_____
to me known, who, being by me duly sworn did depose and say that he/she resides at_____
_____, and that he/she is the individual whose name is subscribed to the within instrument and acknowledged to me that by his/her signature on the instrument, said individual executed the instrument.

_____
Notary Public or Commissioner of Deeds.

Affix Acknowledgments and justification of Sureties

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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

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.

ACKNOWLEDGMENT OF PRINCIPAL IF A CORPORATION

State of _____County of _____ ss:

On this__day of _____ 20 _____before me personally came_____,
to me known, who, being by me duly sworn did depose and say that he/she resides at_____
_____; that he/she is the_____
of ___the corporation described in and which executed the foregoing instrument; and that he signed his name to the foregoing instrument by order of the directors of said corporation as the duly authorized and binding act thereof.

_____
Notary Public or Commissioner of Deeds.

ACKNOWLEDGMENT OF PRINCIPAL IF A PARTNERSHIP

State of _____County of _____ ss:

On this__day of _____ 20 _____before me personally came_____
to me known, who, being by me duly sworn did depose and say that he/she resides at_____
_____; that he/she is _____ partner of _____, a limited/general partnership existing under the laws of the State of _____, the partnership described in and which executed the foregoing instrument; and that he/she signed his/her name to the foregoing instrument as the duly authorized and binding act of said partnership.

_____
Notary Public or Commissioner of Deeds.

ACKNOWLEDGMENT OF PRINCIPAL IF AN INDIVIDUAL

State of _____County of _____ ss:

On this__day of _____ 20 _____before me personally came_____
to me known, who, being by me duly sworn did depose and say that he/she resides at_____
_____, and that he/she is the individual whose name is subscribed to the within instrument and acknowledged to me that by his/her signature on the instrument, said individual executed the instrument.

_____
Notary Public or Commissioner of Deeds.

Affix Acknowledgments and justification of Sureties

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PAYMENT BOND

KNOW ALL PERSONS BY THESE PRESENTS, That we,

_____

_____

_____

hereinafter referred to as the "Principal" and

_____

_____

hereinafter referred to as the "Surety" ("Sureties") are held and firmly bound to THE CITY OF NEW YORK, hereinafter referred to as the "City" or to its successors and assigns, in the penal sum of:

_____

$_____ .

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.

PAYMENT BOND

NOW, THEREFORE, the conditions of this obligation are such that if the Principal, his or its representatives or assigns and other Subcontractors to whom Work under this Contract is sublet and his or their successors and assigns shall promptly pay or cause to be paid all lawful claims for:

a) Wages and compensation for labor performed and services rendered by all persons engaged in the prosecution of the Work under said Contract, and any amendment or extension thereof or addition thereto, whether such persons be agents, servants or employees of the Principal or of any such Subcontractors, including all persons so engaged who perform the work of laborers or mechanics at or in the vicinity of the site of the Project regardless of any Contractual relationship between the Principal or such Subcontractors, or his or their successors or assigns, on the one hand and such laborers or mechanics on the other, but not including office employees not regularly stationed at the site of the Project, and

b) Materials and supplies (whether incorporated in the permanent (construction or not), as well as teams, fuels, oils, implements or machinery furnished, used or consumed by said Principal or any Subcontractors at or in the vicinity of the site of the Project in the prosecution of the Work under said Contract and any amendment or extension thereof or addition thereto; then this obligation shall be null and void; otherwise to remain in full force and effect. This bond is subject to the following additional conditions, limitations and agreements:

c) 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.

d) All persons who have performed labor, rendered services or furnished materials and supplies, as aforesaid, shall have a direct right of action against the Principal and his, its or their successors and assigns, and the Surety (Sureties) herein, or against either or both or any of them and their successors and assigns. Such persons may sue in their own name, and may prosecute the suit to judgment and execution without the necessity of joining with any other person as party plaintiff.

e) The Principal and Surety (Sureties) agree that neither of them will hold the City liable for any judgment for costs or otherwise, obtained against either or both of them by a laborer or materialman in a suit brought by either a laborer or materialman under this bond for moneys allegedly due for performing work or furnishing material.

f) The Surety (Sureties) or its successors and assigns shall not be liable for any compensation recoverable by an employee or laborer under the Workmen's Compensation Law.

PAYMENT BOND

g) In no event shall the Surety (Sureties), or its successors or assigns, be liable for a greater sum than the penalty of this bond or be subject to any suit, action or proceeding hereon that is instituted by any person, firm, or corporation hereunder later than two years after the complete performance of said Contract and final settlement thereof.

The Principal, for himself/herself 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, MATERIALMAN and third persons, for work, labor, services, supplies or material performed, rendered, or furnished as aforesaid upon the ground that there is no law authorizing the City to require the foregoing provisions to be placed in this bond.

And the Surety (Sureties) for value received, for itself and its successors and assigns, hereby stipulates and agrees that the obligation of said Surety (Sureties) and its bond shall be in no way impaired or affected by any extension of time, modification, omission, addition, or change in or of the said Contract or the Work to be performed thereunder, or by any payment thereunder before the time required therein, or by any waiver of any provisions thereof, or by any assignment, subletting or other transfer thereof or of any part thereof, or of any Work to be performed, or any moneys due or to become due thereunder; and said Surety (Sureties) does hereby waive notice of any and all of such extensions, modifications, omissions, additions, changes, payments, waivers, assignments, subcontracts and transfers, and hereby expressly stipulates and agrees that any and all things done and omitted to be done by and in relation to assignees, Subcontractors, and other transferees shall have the same effect as to said Surety (Sureties) as though done or omitted to be done by or in relation to said Principal.

PAYMENT BOND

IN WITNESS WHEREOF, the Principal and the Surety (Sureties) have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereunto affixed and these presents to be signed by their proper officers, this_____day of_____,_____.

(SEAL) _____(L.S.)
Principal
By: _____

(SEAL) _____
Surety

By: _____

(SEAL) _____
Surety

By: _____

(SEAL) _____
Surety

By: _____

(SEAL) _____
Surety

By: _____

BOND PREMIUM RATE: _____

BOND PREMIUM COST: _____

If the Contractor (Principal) is a partnership, the bond should be signed by each of the individuals who are partners. If the Contractor (Principal) is a corporation, the bond should be signed in its correct corporate name by a duly authorized officer, agent, or attorney-in-fact. There should be executed an appropriate member of counterparts of the bond corresponding to the number of counterparts of the Contract.

PAYMENT BOND

ACKNOWLEDGMENT OF PRINCIPAL - IF A CORPORATION

State of_____County of _____ss:

On this _____ day of _____, _____

before me personally came _____

to me known, who, affirms or 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 seal; that it was so affixed by order of the directors of said corporation, and that he/she signed his name thereto by like order.

_____
Notary Public or Commissioner of Deeds

ACKNOWLEDGMENT OF PRINCIPAL - IF A PARTNERSHIP

State of_____ County of _____ss.:

On this _____day of _____,_____

before me personally appeared _____

to me known and known to me to be one of the members of the firm

of: _____
described in and who executed the foregoing instrument and he/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

PAYMENT BOND

ACKNOWLEDGMENT OF PRINCIPAL - IF AN INDIVIDUAL

State of_____ County of _____SS.:

On this _____ day of _____ , _____

before me personally appeared _____ 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 or Commissioner of Deeds

Each executed bond should be accompanied by:

a) appropriate acknowledgments of the respective parties;

b) appropriate duly certified copy of Power of Attorney or other certificate of authority where bond is executed by agent, officer or other representative of Principal or Surety;

c) a duly certified extract from By-Laws or resolutions of Surety under which Power of Attorney or other certificate of authority of its agent, officer or representative was issued; and

d) duly certified copy of latest published financial statement of assets and liabilities of Surety.

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AFFIX ACKNOWLEDGMENTS AND JUSTIFICATIONS OF SURETIES

GENERAL CONDITIONS

ARTICLE 1 - SCOPE AND INTENT

Work Described. The Contractor shall furnish all labor, materials, plant, power, light, heat, fuel, water, tools, appliances, equipment, supplies and other means of construction necessary or proper for performing and completing the Work in accordance with the Contract. The Contractor shall also obtain and pay for all required permits to complete 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. The Contractor shall protect the Work during construction, clean up the Site and maintain the Work until Final Acceptance.

Incidental work. The Contractor shall perform all tasks and pay all costs of cutting, protecting, supporting, maintaining, relocating and restoring all surface, sub-surface, and/or overhead structures, and all other property, including, but not limited to, pipes, conduits, ducts, tubes, chambers, and appurtenances, public or private, in the vicinity of and at the Site of the Work (except that which by law, franchise, permit, contract, consent or other agreement, the owner thereof is required to protect, support, maintain, relocate or restore), repair the same if damaged and restore to their original condition all areas disturbed. The Contractor shall perform all tasks and pay all costs of protecting, supporting, maintaining, relocating, replacing and restoring street equipment owned by the City and under the jurisdiction of the New York City Department of Transportation ("NYCDOT"), whether attached to utility company structures or connected to the underground electrical distribution system, including installing suitable temporary lighting equipment when the maintenance of permanent equipment is not feasible. All work done in connection with street lighting shall be in accordance with the requirements of NYCDOT or, for projects outside the City of New York, a local Authority Having Jurisdiction ("AHJ") over such work.

Duties of the Contractor. The Contractor shall ensure that the requirements of the Contract, including but not limited to, the Contract Drawings and Specifications, are fully and faithfully complied with by all subcontractors, materialmen and workmen 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 exercise the closest inspection of all materials delivered, promptly returning defective materials without waiting for their rejection by the Engineer. The Contractor shall also become thoroughly familiar with the Contract Drawings 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.

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 effect of the elements, or from encumbrances on or near the line of the Work.

Local Laws. All materials, appliances and types or methods of construction shall be in accordance with the Contract and shall in no event be less than that necessary to conform to the requirements of the New York City Administrative Code, the Charter of the City of

New York (the "City Charter"), the Rules of the City of New York, and/or the applicable laws and rules of AHJs if the Work occurs outside the City of New York.

Ample quantities. The Contractor shall deliver materials in ample quantities to ensure speedy and uninterrupted progress of the Work in order to complete the Work within the Contract term.

Work and materials. All Work and materials mentioned in the Specifications and not shown on the Contract Drawings, and all Work and materials shown on the Contract Drawings and not mentioned in the Specifications, are to be furnished and performed as if the same were both mentioned in the Specifications and shown on the Contract Drawings.

Necessary and essential Work deemed included. In case any Work or materials shall be required for the more perfect performance of the Work, which are not specifically mentioned, specified or indicated on the Contract Drawings, in the Specifications, or other parts of this Contract, and which in the opinion of the Engineer are necessary and essential to a complete performance of this Contract, such Work or materials shall be deemed included within the requirements of this Contract. The Contractor hereby specifically promises, covenants and agrees to do and perform any and all such Work and to supply any and all such materials as if specifically provided for in this Contract.

Purport of schedules. All schedules are given for the convenience of the Engineer and the Contractor and are not guaranteed to be complete. The Contractor shall assume all responsibility for the making of estimates of the size, kind and quality of materials and equipment included in Work to be performed under this Contract.

Order of Precedence. In the event of an actual conflict among the City of New York Standard Construction Contract, General Conditions, and the Contract Drawings and Specifications, the City of New York Standard Construction Contract will control, followed by the General Conditions, followed by the Contract Drawings and Specifications.

Conflicts between Contract Drawings and Specifications. If the Contract Drawings and/or the Specifications are in conflict, or, if the Contract Drawings or the Specifications, or both the Contract Drawings and the Specifications are not clear as to (a) the method of performing any part of the Work; (b) the types of materials or equipment necessary to perform the Work; or (c) the quantities required, the Contractor shall be deemed to have based its bid upon performing the Work and furnishing materials or equipment in the manner most expensive to the Contractor. If DEP determines that such conflict(s) exist or that a clarification is needed, the DEP will furnish the Contractor with supplementary drawings and/or specifications to address such conflict(s) or necessary clarification. In such event, the Contractor agrees to execute the Work in accordance with such interpretation, and to make no charge or claim for any extra or additional work or damage on account of such interpretation.

Understanding of the Contract Drawings and Specifications. The Contractor expressly declares and acknowledges that, before the signing of this Contract, it has carefully read the entire Contract, together and in connection with the Contract Drawings 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.

Deviations from Contract Drawings and Specifications. No deviation from the Contract Drawings and Specifications will be allowed, unless the same has been previously authorized in writing by the Commissioner or his/her designee.

ARTICLE 2 - PROVISIONS REFERENCED WITH INFORMATION FOR BIDDERS AND THE CITY OF NEW YORK STANDARD CONSTRUCTION CONTRACT

(A) SCHEDULE "A" AND LIQUIDATED DAMAGES

1. Schedule “A” requirements for the Contract follow these General Conditions.

2. In view of the difficulty of accurately ascertaining the loss(es) which the City will suffer because of the Contractor exceeding substantial completion time for the Work, or failing to complete a designated milestone within the scheduled time for completion of such milestone, or failing to meet other requirements for which liquidated damages have been provided, the amounts set forth in Schedule A are hereby fixed and agreed to as liquidated damages that the City will suffer by reason of any such failure, and not as a penalty. The City of New York Standard Construction Contract, incorporated herein, shall govern with respect to assessment of all liquidated damages provided for in this Contract, not just those for failure to timely achieve substantial completion, unless specifically detailed in a Specification where any individual liquidated damages are specified.

(B) FEDERAL EXCISE TAXES

Pursuant to Section 37 of the "Information for Bidders", the Contractor may be exempted from the payment of Federal Excise Taxes in accord with the following:

1. An Excise Tax Exemption Certificate will be provided by DEP where requested by the Contractor, for items that fall within the scope of the Contract and may be exempt from the Federal Excise Tax.

(C) LABOR

Where labor is used under the Contract for intermediate skills and for which no prevailing rate of wages is herein certified, and where there is in existence at the time the Contract is entered into a labor agreement between the Contractor and a duly recognized labor union recognizing the existence of such skills, the Contractor shall pay not less than the rate so agreed upon between the Contractor and such labor organization for such skills.

(D) PARTIAL PAYMENTS FOR MATERIALS IN ADVANCE OF THEIR INCORPORATION IN THE WORK PURSUANT TO ARTICLE 42 OF THE CITY OF NEW YORK STANDARD CONSTRUCTION CONTRACT

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 and 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 numbered 1 to 15, unless another method of payment is elsewhere provided in the Specifications for specified materials, fixtures or equipment. For purposes of this Article 2(D), when the term “materials” is used, it shall also apply to fixtures and/or equipment.

1. The Contractor shall submit to the Commissioner a written request for payment for materials purchased or to be purchased for which the Contractor 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.

2. Where the materials are to be stored off the 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 shall not at any time move any of said materials to another off-site place of storage without the 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 Resident Engineer.

3. Where materials are to be stored at the Site, they shall be stored at such locations as shall be designated by the Resident Engineer and only in such quantities as, in the opinion of the Resident Engineer, will not interfere with the proper performance of the Work by the Contractor or by other contractors then engaged in performing Work 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 Resident Engineer.

4. All costs, charges and expenses arising out of the storage of such materials shall be borne 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. 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 for provision of such storage.

5. The Contractor shall pay any and all costs of handling and delivery of materials to the place of storage, to any approved other 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.

6. In the event that the whole or any part of these materials are lost, damaged or destroyed in advance of their satisfactory incorporation in the Work, the Contractor, at its sole cost and expense, shall promptly replace such lost, damaged or destroyed materials with materials of the same character and quality.

7. Should any of the materials paid for by the City hereunder be subsequently rejected or incorporated in the Work in a manner not in accordance with the Contract, the Contractor shall remove and replace such rejected or improperly incorporated material with materials complying with the Contract. Until such materials are replaced, the City will deduct from the value of the materials or from

any other money due to the Contractor, the amount paid by the City for such rejected or improperly incorporated materials.

8. Payment for the cost of materials made hereunder shall not be deemed to be an acceptance of such materials in accordance with the Contract, and the Contractor always retains and must comply with its duty to deliver to the Site and properly incorporate into the Work only materials which comply with the Contract.

9. The Contractor shall retain any and all risks in connection with the damage, destruction or loss of the materials paid for hereunder to the time of delivery of the same to the Site of the Work and their proper incorporation in the Work in accordance with the Contract.

10. The Contractor shall comply with all applicable laws, rules and regulations of any governmental body or agency pertaining to the purchase, allocation and use of materials.

11. When requesting payment for such materials, the Contractor shall submit with the partial payment request, duly authenticated documents of title, such as bills of sale, invoices or warehouse receipts, all in quadruplicate. The Contractor shall provide along with its partial payment request for such materials, appropriate documentation transferring title to such materials from the Contractor to the City. In the event that the invoices state that the material has been purchased by a subcontractor, the Contractor shall also provide appropriate documentation demonstrating transfer of title to such materials from the subcontractor to the Contractor.

12. Where the Contractor, with the approval of the Commissioner, has purchased unusually large quantities of materials in order to assure their availability for the Work, the Commissioner, at his or her option, may waive the requirements of subdivision 11, provided the Contractor furnishes evidence in the form of an affidavit of the Contractor, and such other proof as the Commissioner may require, that it is the sole owner of such materials and has purchased them free and clear of all liens and other encumbrances. In such event, the Contractor shall pay for such materials and submit proof thereof, in the same manner as provided in subdivision 11 hereof, within seven (7) days after receipt of payment therefor. Failure on the part of the Contractor to submit satisfactory evidence that it has paid in full for all such materials shall preclude it from any payments under the Contract.

13. The Contractor shall include in any succeeding partial payment requisition a summary of materials stored which shall set forth the quantity and value of materials in storage, on or off the Site, at the end of each preceding payment 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 thereof will be included in the current payment requisition.

14. 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 subdivisions 11 and/or 12 hereof, DEP will pay the Contractor Eighty Five Percent (85%) of the value of such materials, however, in no event shall the Eighty Five Percent (85%) payment exceed the estimated cost of such materials included in the approved detailed estimate breakdown submitted in accordance with Article 41 of the City of New York Standard Construction Contract; if the value exceeds such

estimated cost, the City will pay only Eighty Five Percent (85%) of such approved estimated cost.

15. Upon the incorporation in the Work of any such materials which have been paid for in advance of such incorporation in accordance with the foregoing provisions, payment will be made for such materials incorporated in the Work pursuant to Article 42 or Article 45 of the City of New York Standard Construction Contract, less any sums paid pursuant to subdivision 14 herein.

(E) CONFLICTS OF INTEREST

The City Charter in relation to conflicts of interest (Chapter 68, Section 2604) provides, among a number of safeguards, that:

(1) No employee or person whose salary is payable in whole or in part from the City treasury shall accept any valuable gift, whether in the form of service, loan, thing or promise, or any other form from any person, firm or corporation which to his or her knowledge is interested, directly or indirectly, in any manner whatsoever in business dealings with the City; and

(2) Any violation of any of the provisions of this section shall, at the option of the Comptroller, render forfeit and void the Contract, work, business, sale or transaction affected.

Other sections of the City Charter, the New York City Administrative Code and the New York State Penal Law are applicable in implementing the basic conflicts of interest section and under certain circumstances penalties may be invoked against the donor as well as the recipient of any form of valuable gift.

Notice is hereby given that sections of the City Charter, the New York City Administrative Code and the New York State Penal Law alluded to herein shall apply under the terms of this Contract to circumstances relevant to conflicts of interest and shall be extended in application 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 subcontractors.

ARTICLE 3 – CONTRACT DRAWINGS AND SPECIFICATIONS

Related contracts. The Contractor shall study the requirements of any related contracts insofar as they affect the Work or as the Work may affect that of the related contracts and the Contractor will be required to coordinate its Work with that of all other related contractors performing work on such related contracts. The Contractor shall coordinate deliveries in order to avoid delaying or impeding the progress of the Work of any related contractor.

Contract Drawings and Specifications furnished to Contractor. After the Contract has been executed, the Contractor will be furnished with four sets of paper prints of the Contract Drawings and four set of Specifications of the Contract. The Contractor will also be furnished with one set of paper prints and Specifications of any related contracts.

Additional copies. Additional sets of Contract Drawings and Specifications may be issued provided such documents are available in sufficient quantity.

Supplementary drawings. When the Engineer decides to show more fully the Work to be done, or to show required changes, or to rectify errors which may have been discovered, drawings to be known as supplementary drawings and revision sheets with Specifications pertaining thereto will be provided to the Contractor. Changes of a minor nature may be made on the Contract Drawings, in which case the revised Contract Drawings will be issued to the Contractor. The supplementary drawings and revised Contract Drawings shall be as fully binding as the original Contract Drawings, and if such supplementary or revised Contract Drawings require either less or more than the estimated quantities of work, credit to the City or compensation therefor to the Contractor shall be subject to the terms of the City of New York Standard Construction Contract.

Information to subcontractors, manufacturers and others. The Contractor shall furnish each of its subcontractors and materialmen copies of such portions of the Contract, together with all necessary drawings and copies of Specifications, as may be required for the portion of the Work that the respective subcontractors or materialmen shall be responsible for.

Contractor to check drawings and other data. The Contractor shall verify all dimensions, quantities and details shown on Contract Drawings, plans, sketches, schedules, or on any other data received from the Engineer and shall notify the Engineer of all errors, omissions, conflicts and discrepancies found therein.

Failure to discover or correct errors, conflicts or discrepancies shall not relieve the Contractor of full responsibility for unsatisfactory work, faulty construction or improper operation resulting therefrom nor from rectifying such conditions at its sole cost and expense. Figures shall be used in preference to scaled dimensions and large scale drawings in preference to small scale drawings.

"Directed", etc. Whenever reference is made in the Contract to the Work or its performance, the terms "directed", "required", "permitted", "ordered", "designated", "prescribed", "determined", and words of similar import shall imply the direction, requirement, permission, order, designation, or prescription of the Commissioner.

"Approved", etc. "Approved", "acceptable", "satisfactory", and words of similar import shall mean approved, acceptable or satisfactory to the Commissioner.

ARTICLE 4 - TEMPORARY STRUCTURES

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.

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, the location of which shall be subject to the absolute discretion of the Engineer.

Construction of Temporary Structures. All of 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.

Contractor's Sign. The Contractor shall post and keep posted at the Site, outside of the field office, exterior fence or wall, a legible sign with 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.

Private property. When the Contractor temporarily occupies property adjacent to the Work, it shall provide the Engineer with certified copies of agreements which permit the use of such land, unless such permission has been obtained by DEP prior to bidding.

Land for Contractor's use. The Engineer shall in all cases determine the portion of the Site to be used by the Contractor for storage, plant or other purposes.

Obstructions, access. The Contractor shall not obstruct any highway or access thereto from private property except as otherwise specified in the Specifications. The necessary facilities and safeguards to comply with this requirement shall be provided and maintained at the sole cost and expense of the Contractor. If it becomes necessary to remove and restack materials to avoid impeding the progress of any part of the Work or interfering with the work to be done by any other contractor, the Contractor shall remove and restack such materials at no additional cost to the City.

Trespassing prohibited. All employees and subcontractors of the Contractor are prohibited from trespassing on private or public property except where the law permits such entrance for a purpose such as underpinning or otherwise protecting adjoining structures. If it becomes necessary for employees of the Contractor or its subcontractor(s) to enter onto private property for the above stated reasons, the Contractor shall advise DEP of such need. Employees of the Contractor or subcontractor may not enter onto the property until the requisite permission has been obtained and proper notice furnished to the property owner.

ARTICLE 5 - CONTRACTOR'S SUPERINTENDENT

The Contractor shall employ and retain at the Site of the Work, from the commencement until the completion of the Work, a superintendent competent and capable of maintaining proper supervision and care of the Work and acceptable to the Engineer, and who, in the

absence of the Contractor and irrespective of any superintendent or foreman employed by any subcontractor, shall carry out the directions of the Engineer.

ARTICLE 6 - SURVEYS

Lines and grades. All Work shall be constructed according to the lines and grades shown on the Contract Drawings and approved by the Engineer. The Engineer will establish a baseline and benchmark. The Contractor shall establish all other lines, elevations and grades required for the Work and be solely responsible for the accuracy thereof. The Engineer shall be notified prior to the establishment of any line, elevation or grade.

Safeguarding marks. The Contractor shall safeguard all points, stakes, grade marks, monuments and bench marks made or established on the Work, re-establish same if disturbed and bear the entire expense of rectifying work improperly installed due to not maintaining, not protecting or removing without authorization such established points, stakes, marks and monuments.

Survey before completion of structure. The Contractor for general construction work shall file with the New York City Department of Buildings in the borough where Work is being done or with the New York City Department of Small Business Services, or the local AHJ, a survey by a duly licensed surveyor showing the location of the new structure before completion of the structure, pursuant to Section 28.118.4 of the New York City Building Code or applicable local codes or regulations for projects outside the City. This survey shall show the location of the structure, the elevation of the first tier of beams or of the first floor, the finished grades of the open spaces on the plot, the established curb level and the location of all other structures on the plot, together with the location and boundaries of the lot or plot upon which the structure is constructed. One copy of the application and the survey shall be furnished to the Resident Engineer.

ARTICLE 7 - CONTRACTOR'S DAILY REPORTS

As soon as the Contractor has started Work on the Project, it shall submit to the Engineer written daily reports of the Work performed the previous day by any of its employees, including the employees of its subcontractors.

The reports shall be prepared by the Contractor's Superintendent and shall bear his or her signature. Each report shall contain the following information:

1. The type of materials and/or major equipment being installed by the Contractor and the total number of employees working in each category on that particular day.

2. The names of the subcontractors working and the type of materials and/or major equipment being installed by each together with the total number of employees working for each subcontractor on that particular day.

3. The major construction equipment being used by the Contractor and/or any subcontractor.

ARTICLE 8 – CONTRACTOR’S PLANT

The Contractor shall ensure that it obtains, provides and maintains a sufficient construction plant in close proximity to the Work 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 may occupy any unused location within the area controlled by DEP with its construction plant, subject to the approval of the Engineer. If the Contractor desires to use additional area outside of that controlled by DEP, the Contractor shall arrange for the use of such area at its sole cost and 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.

ARTICLE 9 - SECURITY GUARDS AND FIRE GUARDS ON THE SITE

The requirements of the Contract for security guard services and the responsibilities of the Contractor for safeguarding and protecting the Work and Site shall be in accordance with, but not limited to, the respective Division 01 Specifications.

The Contractor will be responsible for safeguarding and protecting its own Work, materials, tools, and equipment. When the provision of security guards is required, each Security Guard shall be required to possess a "Certificate of Fitness" issued by the Fire Department to qualify and serve as a Fire Guard whenever the structure under construction, alteration, or demolition exceeds the prescribed area and height requirements specified in Rule 2.4.1 of the "Rules for Erection, Alteration, Repair, Excavation for and Demolition of Buildings" adopted by the New York City Board of Standards and Appeals under Calendar Number 784-41SR. Each Security Guard shall, during his or her tour of duty, perform the duties of Fire Guards in addition to his or her security obligations.

The use of watchdogs requires the express written approval of DEP and at DEP’s sole discretion.

ARTICLE 10 - CERTIFICATES OF OCCUPANCY AND/OR COMPLETION

If the project structure is a building that is subject to the jurisdiction of the New York City Department of Buildings or similar local AHJ, before substantial completion of the project structure, the Commissioner will file an application for a Certificate of Occupancy or Certificate of Completion with the New York City Department of Buildings or New York City Department of Small Business Services or the local AHJ for project locations outside New York City, as applicable.

In connection with the application for Certificate of Occupancy or Certificate of Completion and before final payment is issued, the Contractor shall arrange for all final inspections by the inspection staffs of the New York City Department of Buildings, New York City Department of Small Business Services and other local AHJs for project locations outside New York City, as applicable, and shall do such remedial work and construction as is required and obtain all reports by such inspection staffs in order that the Certificate of Occupancy and/or Certificate of Completion or other similar certificate if occurring outside the City of New York be procured without delay.

ARTICLE 11 - COORDINATION AMONG CONTRACTORS

The Contractor is alerted to the importance of coordination and cooperation if other contractors are operating at or near the project Site. It is essential to the expeditious completion of this Project that the Contractor meet with any such other contractors at an early stage in the Work, to determine respective space requirements in areas where their operations or installations are in close proximity or are likely to be in conflict or interfere with each other, and to set up regular meetings as Shop Drawings are developed.

The Engineer will provide written notice of the time, place, and agenda of each such scheduled meeting.

The Contractor may also request a meeting by submitting a request for meeting to the Engineer.

Attendance at Coordination Meetings. To allow an orderly sequence of operations agreeable to all contractors, regular meetings shall be scheduled for the purpose of modifying work schedules and to address potential conflicts in work arrangements so that work stoppages and delays may be avoided. Coordination Meetings shall also be opportunities to prepare and circulate coordination drawings for the use and guidance of each contractor.

The Coordination Meetings will be arranged through the Engineer and shall be separate from and in addition to the regular job progress meetings. If it is desired that the architectural or engineering consultants be present at such meeting, this request should be directed to the Engineer.

The Contractor shall only send representatives to the meeting who have the competence and authority to make necessary decisions. Their statements shall commit the Contractor to the procedures, sequence of operations, and time schedules agreed upon.

The requirement to attend and effectively participate in all Progress and Coordination Meetings is subject to strict enforcement by the Commissioner. Failure to be represented at any of these meetings, when scheduled or approved by the Engineer, shall subject the Contractor to liability for any and all damages, delays, costs of alterations, etc., arising from the fact that it or its representatives were not present to coordinate its Work with the work that was scheduled, arrangements on or procedures developed at the meeting or meetings in question.

If, for compelling reasons, Contractor finds that its representative cannot attend a scheduled meeting, it shall give timely notice to the Engineer so that the meeting may be rescheduled.

Where procedures have been agreed upon and coordination drawings accepted by all contractors concerned, Contractor shall adhere to such drawings and procedures, both as to time and performance. No claim of delay or damages by a contractor, if it fails to comply, will be entertained by the Commissioner.

Contractor shall maintain at the Site sufficient competent personnel for the purpose of preparing layout and coordination drawings. Where such drawings are to be prepared by subcontractors, the subcontractor shall have the required personnel on Site in order to measure and asses proper, practical solutions found for problems arising from interferences, etc. and so that proper coordination among trades can be achieved.

ARTICLE 12 - PUBLIC DISSEMINATION OF INFORMATION

The Contractor agrees to hold confidential, both during and after the completion or termination of this Contract, all of the reports, information, or data, furnished to, or prepared, assembled or used by, the Contractor under this Contract. The Contractor agrees to maintain the confidentiality of such reports, information, or data by using a reasonable degree of care, and using at least the same degree of care that the Contractor uses to preserve the confidentiality of its own confidential information. The Contractor agrees that such reports, information, or data shall not be made available to any person or entity without the prior written approval of DEP. The obligation under this Article to hold reports, information or data confidential shall not apply where the Contractor is legally required to disclose such reports, information or data by virtue of a subpoena, court order or otherwise ("disclosure demand"), provided that the Contractor complies with the following: (1) the Contractor shall provide advance notice to the Commissioner, in writing or by e-mail, that it received a disclosure demand for such reports, information or data and (2) if requested by DEP, the Contractor shall not disclose such reports, information or data until the City has exhausted its legal rights, if any, to prevent disclosure of all or a portion of such reports, information, or data. The previous sentence shall not apply if the Contractor is prohibited by law from disclosing to DEP the disclosure demand for such reports, information or data.

The Contractor shall restrict access to confidential information to persons who have a legitimate work-related purpose to access such information. The Contractor agrees that it will instruct its officers, employees, and agents to maintain the confidentiality of any and all information required to be kept confidential by this Contract.

The Contractor, and its officers, employees, and agents shall notify DEP, at any time either during or after completion or termination of this Contract, of any intended statement to the press or any intended issuing of any material for publication in any media of communication (print, news, television, radio, Internet, etc.) regarding the services provided or the data collected pursuant to this Contract at least twenty-four (24) hours prior to any statement to the press or at least five (5) business days prior to the submission of the material for publication, or such shorter periods as are reasonable under the circumstances. The Contractor may not issue any statement or submit any material for publication that includes confidential information as prohibited by this Article.

SCHEDULE A

GENERAL CONDITIONS TO CONSTRUCTION CONTRACT
(INCLUDING GENERAL CONDITIONS RELATING TO ARTICLE 22 -- INSURANCE)

CONTRACT PS-318

PART I. REQUIRED INFORMATION

INFORMATION FOR BIDDERS **BID BOND** The **Contractor** shall obtain a bid bond in the amount indicated to the right.	5 % of Bid
INFORMATION FOR BIDDERS **PERFORMANCE AND PAYMENT BONDS** The **Contractor** shall obtain performance and payment bonds in the amount indicated to the right.	100 % of Bid
CONTRACT ARTICLE 14. **DATE FOR SUBSTANTIAL COMPLETION** The **Contractor** shall substantially complete the **Work** in the number of calendar days indicated to the right.	1137 consecutive calendar days
CONTRACT ARTICLE 15. **LIQUIDATED DAMAGES** If the **Contractor** fails to substantially complete the **Work** within the time fixed for substantial completion plus authorized time extensions or if the **Contractor**, in the sole determination of the **Commissioner**, has abandoned the **Work**, the **Contractor** shall pay to the **City** the amount indicated to the right.	$5,000 for each consecutive calendar day over substantial completion time
Section 01 32 10 – Progress Schedule Liquidated Damages	$500 per day for delay of submittals
Section 01 33 00 - Submittal Procedures Liquidated Damages	$1,500 per each additional submission of a Shop Drawing after the third submission.

CONTRACT ARTICLE 17. **SUB-CONTRACTOR** The **Contractor** shall not make subcontracts totaling an amount more than the percentage of the total **Contract** price indicated to the right.	Not to exceed __40_% of the **Contract** price
CONTRACT ARTICLE 21. **RETAINAGE** The **Commissioner** shall deduct and retain until the substantial completion of the **Work** the percent value of the **Work** indicated to the right.	__5_% of the value of the **Work**
CONTRACT ARTICLE 22. **INSURANCE** **(Per Directions Below)**	
CONTRACT ARTICLE 24. **DEPOSIT GUARANTEE** As security for the faithful performance of its obligations, the **Contractor**, upon filing its requisition for payment on **Substantial Completion**, shall deposit with the **Commissioner** a sum equal to the percentage of the **Contract** price indicated to the right.	1% of **Contract** price
CONTRACT ARTICLE 24. **PERIOD OF GUARANTEE** Periods of maintenance and guarantee other than the period set forth in Article 24.1 are indicated to the right.	Section 32 90 00 – Planting (2 years)
CONTRACT ARTICLE 74. **STATEMENT OF WORK** The **Contractor** shall furnish all labor and materials and perform all **Work** in strict accordance with the **Contract Drawings**, **Specifications,** and all **Addenda** thereto**.**	
CONTRACT ARTICLE 75. **COMPENSATION TO BE PAID TO CONTRACTOR**	Amount for which the **Contract** was awarded:

The **City** shall pay and the **Contractor** shall accept in full consideration for the performance of the **Contract**, subject to additions and deductions as provided herein, the total sum **shown in the column to the right,** this said sum being the amount at which the **Contract** was awarded to the **Contractor** at a public letting thereof, based upon the **Contractor's** bid for the **Contract.**	$ _____ [Agency: If the Bid Price, or any portion thereof, is based on unit prices, insert the words "Not to Exceed" before the amount.]

(GENERAL CONDITIONS RELATING TO ARTICLE 22 -- INSURANCE)

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

Note: All certificate(s) of insurance submitted pursuant to Contract Article 22.3. 3 must be accompanied by a Certification by Broker consistent with Part III below and include the following information:

- **For each insurance policy, the name and NAIC number of issuing company, number of policy, and effective dates;**
- **Policy limits consistent with the requirements listed below;**
- **Additional insureds or loss payees consistent with the requirements listed below; and**
- **The number assigned to the Contract by the City (in the "Description of Operations" field).**

Insurance indicated by a blackened box (■) or by X in a ☐ to left will be required under this contract

Types of Insurance (per Article 22 in its entirety, including listed paragraph)	Minimum Limits and Special Conditions
■ Commercial General Liability Art. 22.1.1	The minimum limits shall be $10,000,000 per occurrence, $2,000,000 for personal and advertising injury, and $20,000,000 per project aggregate applicable to this Contract unless the Work requires a permit from the Department of Buildings and greater limits of Commercial General Liability Insurance are required pursuant to 1 RCNY section 101-08. Additional Insureds: 1. City of New York, including its officials and employees, with coverage at least as broad as ISO Forms CG 20 10 and CG 20 37, and 2. All person(s) or organization(s), if any, that Article 22.1.1(b) of the **Contract** requires to be named as Additional Insured(s), with coverage at least as broad as ISO Form CG 20 26. The Additional Insured endorsement shall either specify the entity's name, if known, or the entity's title (e.g., Project Manager). 3. [*Agency: If appropriate, insert names of other entities to be covered as Additional Insureds.]*

■ 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. 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	$ 1,000,000 per occurrence $ 2,000,000 aggregate Additional Insureds: 1. City of New York, including its officials and employees, and 2. _____ 3. _____
☐ Marine Protection and Indemnity Art. 22.1.7(a)	$_____ per occurrence $_____ aggregate Additional Insureds: 1. City of New York, including its officials and employees, and 2. _____ 3. _____
☐ Hull and Machinery Insurance Art. 22.1.7(b)	$_____ per occurrence $_____ aggregate Additional Insureds: 1. City of New York, including its officials and employees, and 2. _____ 3. _____
☐ Marine Pollution Liability Art. 22.1.7(c)	$_____ each occurrence Additional Insureds: 1. City of New York, including its officials and employees, and 2. _____ 3. _____

[OTHER] Art. 22.1.8 □ _____	*[If other type(s) of insurance need to be required under the **Contract**, the Contracting Agency should (a) check the box and fill in the type of insurance in left-hand column, and (b) in this right-hand column, specify appropriate limit(s) and appropriate Named Insured and Additional Insured(s). Note that if Railroad Protective Liability Insurance is required, the appropriate Named Insured is the owner of the railroad and there are no additional insureds.]*
[OTHER] Art. 22.1.8 □ _____	*[See directly above.]*

SCHEDULE A

GENERAL CONDITIONS TO CONSTRUCTION CONTRACT

PART III. BROKER'S CERTIFICATION

CERTIFICATES OF INSURANCE

Instructions to New York City Agencies, Departments, and Offices

All certificates of insurance (except certificates of insurance solely evidencing Workers' Compensation Insurance, Employer's Liability Insurance, and/or Disability Benefits Insurance) must be accompanied by one of the following:

(1) the Certification by Insurance Broker or Agent on the following page setting forth the required information and signatures;

-- OR --

(2) copies of all policies as certified by an authorized representative of the issuing insurance carrier that are referenced in such certificate of insurance. If any policy is not available at the time of submission, certified binders may be submitted until such time as the policy is available, at which time a certified copy of the policy shall be submitted.

SCHEDULE A

CITY OF NEW YORK
CERTIFICATION BY INSURANCE BROKER OR AGENT

The undersigned insurance broker or agent represents to the City of New York that the attached Certificate of Insurance is accurate in all material respects.

_____
[Name of broker or agent (typewritten)]

_____
[Address of broker or agent (typewritten)]

_____
[Email address of broker or agent (typewritten)]

_____
[Phone number/Fax number of broker or agent (typewritten)]

_____
[Signature of authorized official, broker, or agent]

_____
[Name and title of authorized official, broker, or agent (typewritten)]

State of …….)
) ss.:
County of …….)

Sworn to before me this _____ day of _____ 20___

_____
NOTARY PUBLIC FOR THE STATE OF _____

SCHEDULE A
(GENERAL CONDITIONS TO CONSTRUCTION CONTRACT)

PART IV. ADDRESS OF COMMISSIONER

Wherever reference is made in Article 7 or Article 22 to documents to be sent to the **Commissioner** (e.g., notices, filings, or submissions), such documents shall be sent to the address set forth below or, in the absence of such address, to the **Commissioner's** address as provided elsewhere in this **Contract**.

[**Note to Contracting Agency**: Subraham Singh, Risk Manager]

NYC Department of Environmental Protection
Office of the Agency Chief Contracting Officer
59-17 Junction Blvd., 17th Floor Bid Room
Flushing NY, 11373
Email: insurance@dep.nyc.gov

NO TEXT ON THIS PAGE

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

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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
eucli

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 - $32.83; at double time rate - $41.60

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 - $32.83; at double time rate - $41.60

Driver – Boom Truck

Effective Period: 7/1/2026 - 6/30/2027
Wage Rate per Hour: $52.51
Supplemental Benefit Rate per Hour: $60.15
Supplemental Note: Over 40 hours worked: at time and one half rate - $32.83; at double time rate - $41.60

Driver – Goldhofer & Self Propelled Modular Trailer (SPMT)

Effective Period: 7/1/2026 - 6/30/2027
Wage Rate per Hour: $53.51
Supplemental Benefit Rate per Hour: $60.15
Supplemental Note: Over 40 hours worked: at time and one half rate - $32.83; at double time rate - $41.60

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.

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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 II)

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)

Davis- Bacon Act

SCHEDULE OF PREVAILING WAGES

Note: This Contract is funded under the New York State Revolving Loan Program (SRF), and is subject to the prevailing wages under NYS Labor Law Section 220 and the prevailing wages under United States Davis-Bacon Act. If there is a conflict between the wage rate set forth by the Davis Bacon Act or the wage rate established pursuant to §220 of the NYS Labor Law, the contractor shall pay the higher rate.

The prime contractor and its subcontractors shall pay the applicable and lawful prevailing wages and supplements to workers at the time work is performed. Changes in wage rates and supplements resulting from changes to the applicable and lawful prevailing wage schedules shall not be the basis for a change in the contract price.

NO TEXT FOR THIS PAGE

"General Decision Number: NY20260001 05/18/2026

State: New York

Construction Types: Heavy

Counties: New York Counties of
Albany, Allegany, Bronx, Broome,
Cattaraugus, Cayuga, Chautauqua,
Chemung, Chenango, Clinton, Columbia,
Cortland, Delaware, Dutchess, Erie,
Essex, Franklin, Fulton, Genesee,
Greene, Hamilton, Herkimer, Jefferson,
Kings, Lewis, Livingston, Madison,
Monroe, Montgomery, Nassau, New York,
Niagara, Oneida, Onondaga, Ontario,
Orange, Orleans, Oswego, Otsego, Putnam,
Queens, Rensselaer, Richmond, Rockland,
Saratoga, Schenectady, Schoharie,
Schuyler, Seneca, St Lawrence, Steuben,
Suffolk, Sullivan, Tioga, Tompkins,
Ulster, Warren, Washington, Wayne,
Westchester, Wyoming and Yates

All dredging, except self propelled hopper dredging, on the Atlantic Coast and tributary waters emptying into the Atlantic Ocean

Modification Number	Publication Date
1	01/30/2026
2	05/18/2026

ENGI0025-001 10/01/2025

	Rates	Fringes
DREDGING: CLASS D: OILER, DECKHAND, SHOREMAN, RODMAN, SCOWMAN, COOK, MESSMAN, PORTER/JANITOR. INCENTIVE PAY: (ADD TO HOURLY RATE) OPERATOR (NCCCO LICENSE/CERTIFICATION) $1.80 LICENSED TUG OPERATOR OVER 1000 HP (ASSIGNED AS MASTER) (USCG LICENSED MASTER OF TOWING VESSELS (MOTV) $1.80; LICENSED BOAT OPERATOR (ASSIGNED AS LEAD BOAT CAPTAIN) USCG LICENSED BOAT OPERATOR $1.30; ENGINEER (QMED AND TANKERMAN ENDORSEMENT OR LICENSED ENGINEER (USCG) $1.80 OILER (QMED AND TANKERMAN ENDORSEMENT (USCG) $1.80; ALL CLASSIFICATIONS (TANKERMAN ENDORSEMENT ONLY) USCG $1.55; DECKHAND OR MATE (AB WITH LIFEBOATMAN ENDORSEMENT (USCG) $1.80; ALL CLASSIFICATIONS (LIFEBOATMAN ENDORSEMENT ONLY (USCG) $1.55; WELDER (ABS CERTIFICATION) $1.55 FOOTNOTES APPLICABLE TO ABOVE CRAFTS: A. PAID HOLIDAYS: NEW YEAR'S DAY, MARTIN LUTHER KING, JR.'S BIRTHDAY, MEMORIAL DAY, GOOD FRIDAY, INDEPENDENCE DAY, LABOR DAY, VETERANS' DAY, THANKSGIVING DAY AND CHRISTMAS DAY B. VACATION: EIGHT PERCENT (8%) OF THE STRAIGHT TIME RATE, MULTIPLIED BY THE TOTAL HOURS WORKED.....	$ 30.86	14.15
DREDGING: CLASS C2: BOAT OPERATOR. INCENTIVE PAY: (ADD TO HOURLY RATE) OPERATOR (NCCCO LICENSE/CERTIFICATION) $1.80 LICENSED TUG OPERATOR OVER 1000 HP (ASSIGNED AS MASTER) (USCG LICENSED MASTER OF TOWING VESSELS (MOTV) $1.80; LICENSED BOAT OPERATOR (ASSIGNED AS LEAD BOAT CAPTAIN) USCG LICENSED BOAT OPERATOR $1.30; ENGINEER (QMED AND TANKERMAN ENDORSEMENT OR LICENSED ENGINEER (USCG) $1.80 OILER (QMED AND TANKERMAN ENDORSEMENT (USCG) $1.80; ALL CLASSIFICATIONS (TANKERMAN ENDORSEMENT ONLY) USCG $1.55; DECKHAND OR MATE (AB WITH LIFEBOATMAN ENDORSEMENT (USCG) $1.80; ALL CLASSIFICATIONS (LIFEBOATMAN ENDORSEMENT ONLY (USCG) $1.55; WELDER (ABS CERTIFICATION) $1.55 FOOTNOTES APPLICABLE TO ABOVE CRAFTS: A. PAID HOLIDAYS: NEW YEAR'S DAY, MARTIN LUTHER KING, JR.'S BIRTHDAY, MEMORIAL DAY, GOOD FRIDAY, INDEPENDENCE DAY, LABOR DAY, VETERANS' DAY,		

THANKSGIVING DAY AND CHRISTMAS DAY B. VACATION:
EIGHT PERCENT (8%) OF THE STRAIGHT TIME RATE,
MULTIPLIED BY THE TOTAL HOURS WORKED.....$ 37.15 14.57
DREDGING: CLASS C1: MATE, DRAG BARGE OPERATOR,
ASSISTANT FILL PLACER, WELDER, STEWARD.
INCENTIVE PAY: (ADD TO HOURLY RATE) OPERATOR
(NCCCO LICENSE/CERTIFICATION) $1.80 LICENSED TUG
OPERATOR OVER 1000 HP (ASSIGNED AS MASTER) (USCG
LICENSED MASTER OF TOWING VESSELS (MOTV) $1.80;
LICENSED BOAT OPERATOR (ASSIGNED AS LEAD BOAT
CAPTAIN) USCG LICENSED BOAT OPERATOR $1.30;
ENGINEER (QMED AND TANKERMAN ENDORSEMENT OR
LICENSED ENGINEER (USCG) $1.80 OILER (QMED AND
TANKERMAN ENDORSEMENT (USCG) $1.80; ALL
CLASSIFICATIONS (TANKERMAN ENDORSEMENT ONLY) USCG
$1.55; DECKHAND OR MATE (AB WITH LIFEBOATMAN
ENDORSEMENT (USCG) $1.80; ALL CLASSIFICATIONS
(LIFEBOATMAN ENDORSEMENT ONLY (USCG) $1.55; WELDER
(ABS CERTIFICATION) $1.55   FOOTNOTES APPLICABLE
TO ABOVE CRAFTS: A. PAID HOLIDAYS: NEW YEAR'S
DAY, MARTIN LUTHER KING, JR.'S BIRTHDAY, MEMORIAL
DAY, GOOD FRIDAY, INDEPENDENCE DAY, LABOR DAY,
VETERANS' DAY, THANKSGIVING DAY AND CHRISTMAS DAY
B. VACATION: EIGHT PERCENT (8%) OF THE STRAIGHT
TIME RATE, MULTIPLIED BY THE TOTAL HOURS WORKED.....$ 38.38 14.66
DREDGING: CLASS B2: CERTIFIED WELDER.   INCENTIVE
PAY: (ADD TO HOURLY RATE) OPERATOR (NCCCO
LICENSE/CERTIFICATION) $1.80 LICENSED TUG OPERATOR
OVER 1000 HP (ASSIGNED AS MASTER) (USCG LICENSED
MASTER OF TOWING VESSELS (MOTV) $1.80; LICENSED
BOAT OPERATOR (ASSIGNED AS LEAD BOAT CAPTAIN) USCG
LICENSED BOAT OPERATOR $1.30; ENGINEER (QMED AND
TANKERMAN ENDORSEMENT OR LICENSED ENGINEER (USCG)
$1.80 OILER (QMED AND TANKERMAN ENDORSEMENT (USCG)
 $1.80; ALL CLASSIFICATIONS (TANKERMAN ENDORSEMENT
ONLY) USCG $1.55; DECKHAND OR MATE (AB WITH
LIFEBOATMAN ENDORSEMENT (USCG) $1.80; ALL
CLASSIFICATIONS (LIFEBOATMAN ENDORSEMENT ONLY
(USCG) $1.55; WELDER (ABS CERTIFICATION) $1.55
FOOTNOTES APPLICABLE TO ABOVE CRAFTS: A. PAID
HOLIDAYS: NEW YEAR'S DAY, MARTIN LUTHER KING,
JR.'S BIRTHDAY, MEMORIAL DAY, GOOD FRIDAY,
INDEPENDENCE DAY, LABOR DAY, VETERANS' DAY,
THANKSGIVING DAY AND CHRISTMAS DAY B. VACATION:
EIGHT PERCENT (8%) OF THE STRAIGHT TIME RATE,
MULTIPLIED BY THE TOTAL HOURS WORKED.....$ 39.46 14.73
DREDGING: CLASS B1: DERRICK OPERATOR (180 SWING),
SPIDER/SPILL BARGE OPERATOR, ENGINEER, ELECTRICIAN,
CHIEF WELDER, CHIEF MATE, FILL PLACER, OPERATOR II,
MAINTENANCE ENGINEER, LICENSED BOAT OPERATOR,
LICENSED CREW BOAT OPERATOR.   INCENTIVE PAY: (ADD
TO HOURLY RATE) OPERATOR (NCCCO
LICENSE/CERTIFICATION) $1.80 LICENSED TUG OPERATOR
OVER 1000 HP (ASSIGNED AS MASTER) (USCG LICENSED
MASTER OF TOWING VESSELS (MOTV) $1.80; LICENSED
BOAT OPERATOR (ASSIGNED AS LEAD BOAT CAPTAIN) USCG
LICENSED BOAT OPERATOR $1.30; ENGINEER (QMED AND
TANKERMAN ENDORSEMENT OR LICENSED ENGINEER (USCG)
$1.80 OILER (QMED AND TANKERMAN ENDORSEMENT (USCG)
 $1.80; ALL CLASSIFICATIONS (TANKERMAN ENDORSEMENT
ONLY) USCG $1.55; DECKHAND OR MATE (AB WITH
LIFEBOATMAN ENDORSEMENT (USCG) $1.80; ALL
CLASSIFICATIONS (LIFEBOATMAN ENDORSEMENT ONLY
(USCG) $1.55; WELDER (ABS CERTIFICATION) $1.55
FOOTNOTES APPLICABLE TO ABOVE CRAFTS: A. PAID
HOLIDAYS: NEW YEAR'S DAY, MARTIN LUTHER KING,
JR.'S BIRTHDAY, MEMORIAL DAY, GOOD FRIDAY,
INDEPENDENCE DAY, LABOR DAY, VETERANS' DAY,
THANKSGIVING DAY AND CHRISTMAS DAY B. VACATION:
EIGHT PERCENT (8%) OF THE STRAIGHT TIME RATE,
MULTIPLIED BY THE TOTAL HOURS WORKED.....$ 41.93 14.90
DREDGING: CLASS A2: CRANE OPERATOR (360 SWING)
INCENTIVE PAY: (ADD TO HOURLY RATE) OPERATOR
(NCCCO LICENSE/CERTIFICATION) $1.80 LICENSED TUG
OPERATOR OVER 1000 HP (ASSIGNED AS MASTER) (USCG
LICENSED MASTER OF TOWING VESSELS (MOTV) $1.80;
LICENSED BOAT OPERATOR (ASSIGNED AS LEAD BOAT
CAPTAIN) USCG LICENSED BOAT OPERATOR $1.30;
ENGINEER (QMED AND TANKERMAN ENDORSEMENT OR
LICENSED ENGINEER (USCG) $1.80 OILER (QMED AND
TANKERMAN ENDORSEMENT (USCG) $1.80; ALL

CLASSIFICATIONS (TANKERMAN ENDORSEMENT ONLY) USCG $1.55; DECKHAND OR MATE (AB WITH LIFEBOATMAN ENDORSEMENT (USCG) $1.80; ALL CLASSIFICATIONS (LIFEBOATMAN ENDORSEMENT ONLY (USCG) $1.55; WELDER (ABS CERTIFICATION) $1.55 FOOTNOTES APPLICABLE TO ABOVE CRAFTS: A. PAID HOLIDAYS: NEW YEAR'S DAY, MARTIN LUTHER KING, JR.'S BIRTHDAY, MEMORIAL DAY, GOOD FRIDAY, INDEPENDENCE DAY, LABOR DAY, VETERANS' DAY, THANKSGIVING DAY AND CHRISTMAS DAY B. VACATION: EIGHT PERCENT (8%) OF THE STRAIGHT TIME RATE, MULTIPLIED BY THE TOTAL HOURS WORKED.....$ 43.20 14.99
DREDGING: CLASS A1: DECK CAPTAIN; MECHANICAL DREDGE OPERATOR, LEVERMAN, LICENSED TUG OPERATOR OVER 1000 HP. INCENTIVE PAY: (ADD TO HOURLY RATE) OPERATOR (NCCCO LICENSE/CERTIFICATION) $1.80 LICENSED TUG OPERATOR OVER 1000 HP (ASSIGNED AS MASTER) (USCG LICENSED MASTER OF TOWING VESSELS (MOTV) $1.80; LICENSED BOAT OPERATOR (ASSIGNED AS LEAD BOAT CAPTAIN) USCG LICENSED BOAT OPERATOR $1.30; ENGINEER (QMED AND TANKERMAN ENDORSEMENT OR LICENSED ENGINEER (USCG) $1.80 OILER (QMED AND TANKERMAN ENDORSEMENT (USCG) $1.80; ALL CLASSIFICATIONS (TANKERMAN ENDORSEMENT ONLY) USCG $1.55; DECKHAND OR MATE (AB WITH LIFEBOATMAN ENDORSEMENT (USCG) $1.80; ALL CLASSIFICATIONS (LIFEBOATMAN ENDORSEMENT ONLY (USCG) $1.55; WELDER (ABS CERTIFICATION) $1.55 FOOTNOTES APPLICABLE TO ABOVE CRAFTS: A. PAID HOLIDAYS: NEW YEAR'S DAY, MARTIN LUTHER KING, JR.'S BIRTHDAY, MEMORIAL DAY, GOOD FRIDAY, INDEPENDENCE DAY, LABOR DAY, VETERANS' DAY, THANKSGIVING DAY AND CHRISTMAS DAY B. VACATION: EIGHT PERCENT (8%) OF THE STRAIGHT TIME RATE, MULTIPLIED BY THE TOTAL HOURS WORKED.....$ 48.48 15.34

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.
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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at https://www.dol.gov/agencies/whd/government-contracts.

Note: Executive Order 13658 generally applies to contracts subject to the Davis-Bacon Act that were awarded on or between January 1, 2015 and January 29, 2022, and that have not been renewed or extended on or after January 30, 2022. Executive Order 13658 does not apply to contracts subject only to the Davis-Bacon Related Acts regardless of when they were awarded. If a contract is subject to Executive Order 13658, the contractor must pay all covered workers at least $13.65 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract from May 11, 2026, through December 31, 2026. The applicable Executive Order minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under Executive Order 13658 is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

The body of each wage determination lists the classifications and wage rates that have been found to be prevailing for the type(s) of construction and geographic area covered by the wage determination. The classifications are listed in alphabetical

order under rate identifiers indicating whether the particular rate is a union rate (current union negotiated rate), a survey rate, a weighted union average rate, a state adopted rate, or a supplemental classification rate.

Union Rate Identifiers

A four-letter identifier beginning with characters other than "SU", "UAVG", "SA", or "SC" denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

The "SU" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

"SU" wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

State Adopted Rate Identifiers

The "SA" identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the "SA" identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

1) Has there been an initial decision in the matter? This can be:

a) a survey underlying a wage determination
b) an existing published wage determination
c) an initial WHD letter setting forth a position on a wage determination matter
d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to davisbaconinfo@dol.gov or by mail to:

Branch of Wage Surveys
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2) If an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210.

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END OF GENERAL DECISION

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NO TEXT FOR THIS PAGE

NOTICE TO BIDDERS

This contract is subject to a new 2025 Project Labor Agreement

This contract is subject to the attached Project Labor Agreement ("PLA") entered into between the City and the Building and Construction Trades Council of Greater New York ("BCTC") affiliated Local Unions. By submitting a bid, the Contractor agrees that if awarded the Contract the PLA is binding on the Contractor and all subcontractors of all tiers.

The bidder to be awarded the contract will be required to execute a Letter of Assent prior to award. The Contractor shall include in any subcontract a requirement that the subcontractor, and sub-subcontractors of all tiers, become signatory to and bound to the PLA with respect to the subcontracted work. The Contractor will also be required to have all subcontractors of all tiers execute a Letter of Assent prior to such subcontractors performing any Program Work.

Bidders are advised that the City of New York and City agencies have entered into multiple PLAs. The terms of each PLA, while similar, are not identical. Please also note that there are revisions between the 2025 NYC Agency Citywide New Construction & Renovation PLA attached to this bid and the prior 2020 NYC Agency New Construction PLA, 2020 NYC Agency Renovation PLA, and 2021 DEP Renovation PLA.

All bidders are urged to review the entire 2025 NYC Agency Citywide New Construction & Renovation PLA prior to submitting a bid.

To the extent that the terms of the PLA conflict with any other terms of the invitation for bids, including the Standard Construction Contract, the terms of the PLA shall govern. For example, the PLA section that authorizes the scheduling of a four-day week, ten hours per day on straight time at the commencement of the job, PLA Article 12, Section 1(A), overrides the Standard Construction Contract's provision concerning a

five-day work week with a maximum of eight hours in a day, Standard Construction Contract Article 37.2.1. Where, however, the invitation for bids, including the Standard Construction Contract, requires the approval of the City/Department, the PLA does not supersede or eliminate that requirement.

This Contract is subject to the apprenticeship requirements of Labor Law § 222 and to apprenticeship requirements established by the Department pursuant to Labor Law § 816-b. Please be advised that the involved trades have apprenticeship programs that meet the statutory requirements of Labor Law § 222(e) and the requirements set by the Department pursuant to Labor Law § 816-b, and that Contractors and subcontractors who agree to perform the Work pursuant to the PLA are participating in such apprenticeship programs within the meaning of Labor Law § 222(e) and the Department's directives.

This Contract is subject to Community Hiring Construction Careers and its requirements pursuant to Chapter 79 of the New York City Charter and the Community Hiring Rules adopted as Title 74 of the Rules of the City of New York. The Contractor shall agree to make best efforts to meet the Community Hiring Goal for at least 30% of cumulative labor hours of Program Work to be worked by Residence-Based Community Hires. At least 30% of such Residence-Based Community Hires labor hours are to be worked by apprentices.

If this Contract is subject to the Minority-Owned and Women-Owned Business Enterprise ("M/WBE") program implemented pursuant to New York City Administrative Code § 6-129, the specific requirements of M/WBE participation for this Contract are set forth elsewhere in this bid package.

The local collective bargaining agreements (CBAs) that are incorporated into the PLA as PLA Schedule A Agreements are available from the Department's Agency Chief Contract Officer upon the request of any prospective bidder.

Please note that the “PLA Schedule A” is distinct from the Department’s Schedule A that is a part of this invitation for bids.

2025 Agency Citywide New Construction & Renovation PLA
Frequently Asked Questions

1. **Q.** Does a Contractor need to be signatory with the unions in the NYC Building and Construction Trades Council ("BCTC") in order to bid on projects under the PLA?

   A. No, any contractor may bid by signing and agreeing to the terms of the PLA. The contractor need not be signatory with these unions by any other labor agreement or for any other project.

2. **Q.** Does a Contractor agreeing to the PLA and signing the Letter of Assent create a labor agreement with these unions outside of the project covered by the PLA?

   A. No, the PLA applies only to those projects that the Contractor agrees to perform under the PLA and makes no labor agreement beyond those projects. Contractors do not need to sign any additional agreements (*e.g.*, a collective bargaining agreement) with a union aside from the Letter of Assent to work on a PLA project.

3. **Q.** Do the provisions of the PLA apply equally to subcontractors as well as contractors and how does the PLA affect the subcontractors that a bidder may utilize on the project?

   A. Yes, the PLA applies to subcontractors and all subcontractors performing Program Work must agree to become party to the PLA. Subject to the Agency's approval of subcontractors pursuant to Article 17 of the Standard Construction Contract, a Contractor may use any subcontractor, union or non-union, as long as the subcontractor signs the Letter of Assent. See PLA Article 2, Section 8.

4. **Q.** Are bidders required to submit Letters of Assent signed by proposed subcontractors with their bid in order to be found responsive?

   A. No, bidders do not have to submit signed Letters of Assent from their subcontractors with their bid. However, subcontractors performing Program Work will be required to sign the Letter of Assent prior to being approved by the Agency.

5. **Q.** Does the PLA contain special provisions for MWBE or DBE subcontractors?

   A. On contracts valued at $25,000,000 or more where participation goals are set forth in the contract, the PLA does not apply to up to 7% of the value of the construction work under the contract provided the construction work is performed by certified MWBE or DBE subcontractors and such MWBE or DBE subcontractor is not a signatory to any Schedule "A" agreement ("Exempt Work"). Such Exempt Work shall be no more than $500,000 or 20% (whichever is greater) of the value of the subcontracts for work in any particular union's jurisdiction under any prime contract. See PLA Article 3, Section 1.

6. **Q.** May a Contractor or subcontractor use any of its existing employees to perform this work?

   A. Generally, labor will be referred to the Contractor from the respective signatory local unions. However, Contractors and subcontractors may use up to 12% of their existing, qualifying labor force for this work. Certified M/WBEs for which participation goals are set pursuant to NYC Administrative Code § 6-129 that are not signatory to any Schedule A collective bargaining agreements ("CBAs") with subcontracts valued at or under two million dollars ($2,000,000) and where the first two or more workers are hired simultaneously, may request by name, and the Local Union will honor, referral of the first (1st), fourth (4th), sixth (6th), and eighth (8th) Core Employee. In any case where the first two or more employees are not hired simultaneously, the certified MWBEs or DBEs Core Employees may be the second (2nd), fourth (4th), sixth (6th), and eighth (8th) Core Employee. Any additional workers will be referred to the Contractor in accordance with the 12% referral requirements set forth in the PLA. See PLA Article 4, Section 2.

7. **Q.** Must the City set M/WBE participation goals for the particular project or contract in order for a certified M/WBE to utilize the provisions of PLA Article 4, Section 2(C)?

   A. No. PLA Article 4, Section 2(C) specifies what categories of M/WBEs are eligible to take advantage of this provision (i.e., those M/WBEs for which the City is authorized to set participation goals under § 6-129). For purposes of Article 4, Section 2(C), it is not necessary for the project to be subject to § 6-129 or for the City to have actually set participation goals for the particular contract or project. The result is the same where a project receives State funding and therefore is subject to the requirements of Article 15-A of the Executive Law.

8. **Q.** May a Contractor bring in union members from locals that are not signatory unions?

   A. Referrals will be from the respective signatory locals and/or locals listed in Schedule A of the PLA. Contractors may utilize 'traveler provisions' contained in the local CBAs where such provisions exist and/or in accordance with the provisions of PLA Article 4, Section 2.

9. **Q.** Does a non-union employee working under the PLA automatically become a union member?

   A. No, the non-union employee does not automatically become a union member by working on a project covered by the PLA and nothing in the PLA requires employees to join a union or pay dues or fees to a union as a condition of working on the covered project. This Agreement is not, however, intended to supersede independent requirements in applicable local union agreements as to contractors that are otherwise signatory to those agreements and as to employees of such employers performing covered work. Non-union employees will be enrolled in the appropriate benefit plans and earn credit toward various union benefit programs except in certain circumstances as set forth in the PLA. See PLA Article 4, Section 6 and Article 11.

10. **Q.** Are all Contractors and subcontractors working under the PLA, including non-union Contractors and Contractors signatory to CBAs with locals other than those that are signatories to the PLA, required to make contributions to designated employee benefit funds?

    A. Except in certain circumstances, as described in the following paragraph, Contractors and subcontractors working under the PLA will be required to contribute on behalf of all employees covered by the PLA to established jointly trusteed employee benefit funds designated in the Schedule A CBAs and required to be paid on public works under any applicable prevailing wage law. The Agency may withhold from amounts due the Contractor any amounts required to be paid, but not actually paid into any such fund by the Contractor or a subcontractor. See PLA Article 11, Section 2.

    Non-union Contractors with bona fide private benefit plans that satisfy the requirements of Labor Law 220 will not be required to pay into union benefit funds for their employees working pursuant to Article 4, Section 2 (B) and (C) ("Core Employees") who are already covered under their bona fide private benefit plans. Supplemental benefit funds in excess of the annualized value of the private benefit plans will be paid directly to workers as additional wages in compliance with Labor Law § 220. At the time of contract award, the Contractor shall make available to the contracting Agency a complete set of plan documents for each private benefit plan into which contributions will be made and/or coverage provided. The Contractor shall also provide certification from a certified public accountant as to the annualized hourly value of such benefits consistent with the requirements of Labor Law § 220. See PLA Article 11, Section 2.

11. **Q.** When do Core Employees become eligible for union benefits?

    A. Union benefit plans have their own plan documents that determine eligibility, and workers will become eligible for certain benefits at different points in time. Contractors who will have Core Employees should speak with the respective union(s) as to benefit eligibility thresholds. Employees that may remain unaffiliated with any local union at the completion of their employment may apply for any distributions to which they may be entitled from the funds in accordance with the applicable rules and governing documents of the unions and the employee benefit funds.

12. **Q.** What happens if a Contractor or subcontractor fails to make a required payment to a designated employee benefit fund?

    A. The PLA sets forth a process for unions to address a Contractor or a subcontractor's failure to make required payments. The process includes potentially the direct payment by the City to the benefit fund of monies owed and the corresponding withholding of payments to the Contractor. See PLA Article 11, Section 2.

    Upon notification by a union or fringe benefit fund that a Contractor is delinquent in its payment of benefits and a determination by the Agency that the union or fund has submitted appropriate documentation of such delinquency, the Agency will thereafter require the Contractor to submit cancelled checks or other equivalent proof of payment of

benefit contributions with certified payroll reports for work covered by this PLA on which the Contractor is engaged.

The City strongly advises Contractors to read these provisions carefully and to include appropriate provisions in subcontracts addressing these possibilities.

13. **Q.** Does signing on to the PLA satisfy the Apprenticeship Directive Requirements established for this bid?

A. Yes. By agreeing to perform the Work subject to the PLA, the bidder demonstrates compliance with the apprenticeship requirements imposed by this Invitation for Bids.

14. **Q.** Who decides on the number of workers needed?

A. Except as expressly limited by a specific provision of the PLA, a Contractor retains full and exclusive authority for the management of their operations, including the determination as to the number of employees to be hired and the qualifications therefore and the promotion, transfer, and layoff of its employees. See PLA Article 6, Section 1.

15. **Q.** What happens if a union does not provide a worker within 48 hours from the request (Saturdays, Sundays, and holidays excepted)?

A. In the event that a Local Union does not fill any request for qualified employees within a 48-hour period after such requisition is made by a Contractor (Saturdays, Sundays and holidays excepted), a Contractor may employ qualified applicants from any other available source.

16. **Q.** May a Contractor discharge a union referral for lack of productivity?

A. Except as expressly limited by a specific provision of the PLA, a Contractor retains full and exclusive authority for the management of their operations, including the right to discipline or discharge for just cause its employees. See PLA Article 6, Section 1.

17. **Q.** May a contractor assign a management person to site?

A. Yes. Managers are not subject to the provisions of the PLA, so there is no restriction on management and/or other non-trade personnel, as long as such personnel do not perform trade functions. See Article 3, Section 3.

18. **Q.** What type of work can Stewards perform?

A. All Stewards must be working Stewards (*i.e.*, they must be performing Program Work). In addition, Stewards may perform other tasks such as receiving complaints or grievances from other employees of the Steward's trade. Stewards may not determine

when overtime is worked. Stewards are entitled to the same wages as other employees of that trade. See PLA Article 5, Sections 2 and 3.

19. **Q.** Can a Contractor utilize apprentices?

A. Contractors are permitted to utilize apprentices so long as the ratios between journeyperson and apprentice do not exceed the allowable ratios set by the New York State Department of Labor ("NYSDOL"). Should a Contractor request that apprentices be provided for Program Work, the referring Local Union shall comply with that request so long as it is consistent with the maximum ratios permitted by NYSDOL.

20. **Q.** What is Community Hiring Construction Careers?

A. As authorized under Section 3502 of the New York City Charter, Community Hiring Construction Careers is an initiative (superseding HireNYC Construction Careers) to advance career opportunities within the construction industry for those from economically disadvantaged communities. The initiative has a target goal of 30% of all hours worked on PLA projects to be performed by workers who reside in NYCHA housing or ZIP codes where 15% or more of the population lives below the poverty threshold, also know as "Residence-Based Community Hires." When a Contractor requests employees, the trades will take into account the target goals when they refer additional workers. To further encourage recruitment of new workers, Community Hiring Construction Careers has a goal that at least 30% of those hours are to be performed by apprentices who are Residence-Based Community Hires.

21. **Q.** Does the PLA provide a standard workday across all the signatory trades?

A. Yes, all signatory trades will work an eight (8) hour day, Monday through Friday with a day shift at straight time as the standard work week. For renovation and rehabilitation projects only, the PLA also permits a Contractor to schedule a four-day (within Monday through Friday) work week, ten (10) hours per day at straight time if announced at the commencement of the job. See PLA Article 12, Section 1. This is an example where the terms of the PLA override provisions of the Standard Construction Contract (compare with section 37.2 of the Standard Construction Contract). For renovation and rehabilitation projects only, the standard work week may be reduced to 35 or 37 ½ hours of work in those limited circumstances where the City states in the bid documents that the Contractor will not be given access to the site to accommodate an 8-hour day. The 8 hour, 7 ½ hour or 7-hour workday must be established at the commencement of the renovation and rehabilitation project by the Agency and may not be altered by the Contractor.

22. **Q.** Does the PLA create a common holiday schedule for all the signatory trades?

A. Yes, the PLA recognizes nine common holidays. See PLA Article 12, Section 4.

23. **Q.** Are workers entitled to holiday pay if they do not work on the holiday?

A. No. Workers are only entitled to pay if they work on the holiday. See PLA Article 12, Section 4.

24. **Q.** Does the PLA provide for a standard policy for 'shift work' across all signatory trades?

A. Yes, for second and third shift work on work performed Monday – Friday on renovation and rehabilitation projects, there shall be a 5% shift premium, or the rate required by applicable prevailing wage laws, whichever is less. For second shift work on work performed Monday – Friday on new construction projects, there shall be a 10% shift premium, or the rate required by applicable prevailing wage laws, whichever is less. For third shift work on work performed Monday – Friday on new construction projects, there shall be a 15% shift premium, or the rate required by applicable prevailing wage laws, whichever is less. No other premium or other payments for such work shall be required unless such work is in excess of the employee's regularly scheduled work week. See PLA Article 12, Section 3.

25. **Q.** May the Contractor schedule overtime work, including work on a weekend?

A. Yes, the PLA permits the Contractor to schedule overtime work, including work on weekends. See PLA Article 12, Sections 2, 3, and 5. To the extent that the Agency's approval is required before a Contractor may schedule or be paid for overtime, that approval is still required notwithstanding the PLA language.

26. **Q.** Are overtime payments affected by the PLA?

A. Yes, all overtime pay incurred Monday through Saturday will be at time and one half (1 ½). There will be no stacking or pyramiding of overtime pay under any circumstances. See PLA Article 12, Section 2. Sunday and holiday overtime will be paid according to each trade's CBA.

27. **Q.** Are there special provisions for Saturday work when a day is 'lost' during the week due to weather, power failure or other emergency?

A. Yes, when this occurs the Contractor may schedule Saturday work at weekday rates. See PLA Article 12, Section 5.

28. **Q.** Does the PLA contain special provisions for the staffing of temporary services?

A. Yes. Where temporary services are required by specific request of the Agency or construction manager, they shall be provided by the Contractor's existing employees during working hours in which a shift is scheduled for employees of the Contractor. The need for temporary services during non-working hours will be determined by the Agency or construction manager. There will be no stacking of trades on temporary services. See PLA Article 15.

29. **Q.** What do the workers get paid when work is terminated early in a day due to inclement weather or otherwise cut short of 8 hours?

A. The PLA provides that employees who report to work pursuant to regular schedule and not given work will be paid two hours of straight time. Work terminated early for severe weather or emergency conditions will be paid only for time actually worked. In other instances where work is terminated early, the worker will be paid for a full shift. See PLA Article 12, Sections 6 and 8. The usual reporting pay requirement of two hours for employees who report to their work location pursuant to their regular schedule does not apply when the National Weather Service issues a Weather Advisory and the Contractor speaks to the employee at least four hours before their shift starting time. See PLA Article 12, Section 6.

30. **Q.** Should a local collective bargaining agreement of a signatory union expire during the project will a work stoppage occur on a project subject to the PLA?

A. No. All the signatory unions are bound by the 'no strike' agreement as to the PLA work. Work will continue under the PLA and the otherwise expired local CBA(s) until the new local CBA(s) are negotiated and in effect. See PLA Articles 7 and 19.

31. **Q.** May a Contractor working under the PLA be subject to a strike or other boycott activity by a signatory union at another site while the Contractor is a signatory to the PLA?

A. Yes. The PLA applies ONLY to work under the PLA and does not regulate labor relations at other sites even if those sites are in close proximity to PLA work.

32. **Q.** If a Contractor has worked under other PLAs in the New York City area, are the provisions in this PLA generally the same as the others?

A. While PLAs often look similar to each other, and particular clauses are often used in multiple agreements, each PLA is a unique document and should be examined accordingly.

33. **Q.** What happens if a dispute occurs between the Contractor and an employee during the project?

A. The PLA contains a grievance and arbitration process to resolve disputes between the Contractor and the employees. See PLA Article 9.

34. **Q.** What happens if there is a dispute between locals as to which local gets to provide employees for a particular project or a particular aspect of a project?

A. The PLA provides for jurisdictional disputes to be resolved in accordance with the NY Plan. A copy of the NY Plan is available upon request from the Agency. The PLA provides that work is not to be disrupted or interrupted pending the resolution of any jurisdictional dispute. The work proceeds as assigned by the Contractor until the dispute is resolved. See PLA Article 10.

35. **Q.** How do the referral rules work for Operating Engineers Locals 14 and 15?

A. If there is Program Work within the jurisdiction of Operating Engineers Locals 14 or 15, the contractor shall request labor from the appropriate local union. If the locals provide labor consistent with the referral provisions outlined in Article 4, Section 2, the terms of the Local 14 CBA or Local 15 CBA will apply to that work. However, if the locals do not provide labor for that work, the terms of the PLA will apply to such work.

PROJECT LABOR AGREEMENT
COVERING SPECIFIED NEW CONSTRUCTION, RENOVATION & REHABILITATION OF NEW YORK CITY OWNED BUILDINGS AND STRUCTURES

2025 – 2028

Execution Copy 9.26.25

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PROJECT LABOR AGREEMENT COVERING SPECIFIED NEW CONSTRUCTION, RENOVATION & REHABILITATION OF NEW YORK CITY OWNED BUILDINGS & STRUCTURES

ARTICLE 1 - PREAMBLE

WHEREAS, the City of New York desires to provide for the cost efficient, safe, quality, and timely completion of certain new construction, rehabilitation and renovation work ("Program Work," as defined in Article 3) in a manner designed to afford the lowest costs to the Agencies covered by this Agreement, and the public it represents, and the advancement of permissible statutory objectives;

WHEREAS, this Project Labor Agreement will foster the achievement of these goals, inter alia, by:

(1) providing a mechanism for responding to the unique construction needs associated with this Program Work and achieving the most cost-effective means of construction, including direct labor cost savings, by the Building and Construction Trades Council of Greater New York and Vicinity and the signatory Local Unions and their members waiving various shift and other hourly premiums and other work and pay practices which would otherwise apply to Program Work;

(2) expediting the construction process and otherwise minimizing the disruption to the covered Agencies' ongoing operations at the facilities that are the subject of the Agreement;

(3) avoiding the costly delays of potential strikes, slowdowns, walkouts, picketing and other disruptions arising from work disputes, reducing jobsite friction on common situs worksites, and promoting labor harmony and peace for the duration of the Program Work;

(4) standardizing the terms and conditions governing the employment of labor on Program Work;

(5) permitting wide flexibility in work scheduling and shift hours and times to allow maximum work to be done during off hours yet at affordable pay rates;

(6) permitting adjustments to work rules and staffing requirements from those which otherwise might obtain;

(7) providing comprehensive and standardized mechanisms for the settlement of work disputes, including those relating to jurisdiction;

(8) fostering increased participation by Minority and Women-owned Business Enterprises ("MWBEs") and/or Disadvantaged Business Enterprises ("DBEs");

(9) encouraging the development of pathways to construction careers through Community Hiring;

(10) ensuring a reliable source of skilled and experienced labor; and

(11) securing applicable New York State Labor Law exemptions.

WHEREAS, the Building and Construction Trades Council of Greater New York and Vicinity, its participating affiliated Local Unions and their members, desire to assist the City in meeting these operational needs and objectives as well as to provide for stability, security and work opportunities which are afforded by this Project Labor Agreement; and

WHEREAS, the Parties desire to maximize Program Work safety conditions for both workers and the community in the project area.

NOW, THEREFORE, the Parties enter into this Agreement:

SECTION 1. PARTIES TO THE AGREEMENT

This is a Project Labor Agreement ("Agreement") entered into by the City of New York ("City"), acting by and through the Agencies covered herein, including in their capacity as construction manager of covered projects and/or on behalf of any third party construction manager which may be utilized, and the Building and Construction Trades Council of Greater New York and Vicinity ("Council" or "BCTC") (on behalf of itself) and the signatory affiliated Local Unions ("Unions" or "Local Unions"). The Council and each signatory Local Union hereby warrant and represent that it has been duly authorized to enter into this Agreement.

ARTICLE 2 - GENERAL CONDITIONS

SECTION 1. DEFINITIONS

A. The term "Agency" means each of the following New York City agencies, individually or collectively as applicable: the Department for the Aging ("DFTA"), Administration

for Children's Services ("ACS"), Department of Citywide Administrative Services ("DCAS"), Department of Correction ("DOC"), Department of Design and Construction ("DDC"), Fire Department ("FDNY"), Department of Homeless Services ("DHS"), Human Resources Administration ("HRA"), Department of Health and Mental Hygiene ("DOHMH"), Department of Parks and Recreation ("DPR"), Police Department ("NYPD"), Department of Sanitation ("DSNY"); Department of Transportation ("DOT"), Department of Buildings ("DOB"), and Department of Environmental Protection ("DEP"); with respect to Program Work as defined in Article 3, the New York City agency that awards a particular contract subject to this Agreement may be referred to hereafter as the "Agency";

B. The term "Agreement" means this project labor agreement ("PLA"), the applicable Collective Bargaining Agreements (each a "CBA") identified in Schedule "A", and each Exhibit hereto;

C. The term "BCTC" refers to the Building and Construction Trades Council of Greater New York and Vicinity. The terms "BCTC" and "Council" are used interchangeably;

D. The term "City" refers to the City of New York;

E. The term "Community Hiring Construction Careers" refers to the PLA initiative to advance career opportunities for Residence-Based Community Hires;

F. The term "Contractor(s)" shall include any Construction Manager, General Contractor and all other contractors, and subcontractors of all tiers engaged in Program Work within the scope of this Agreement as defined in Article 3;

G. The term "Core Employee" means an employee that has been on a contractor's payroll consistent with Article 4, Section 2(B) and (C);

H. The term "DBEs" means Disadvantaged Business Enterprises as defined in 49 C.F.R. Part 26;

I. The term "Economically Disadvantaged Region" means an area, represented by its five-digit ZIP code, in which at least fifteen percent of residents have household incomes below the federal poverty threshold;

J. The term "Minor Repair" means routine repair, service, or maintenance that is recurrent, day to day, periodic scheduled or routine work required to preserve or restore a building, facility or system to working order. Such work shall qualify as "Minor Repair" if; i) a wage and benefit rate applicable to the work is listed on the New York City Comptroller's ("NYC Comptroller") prevailing wage schedule as repair work and is lower than the Schedule A rate; and ii) the work satisfies the definition and criteria established by the NYC Comptroller for application of that lower rate for the work being performed.

K. The term "MWBEs" means Minority and Women Owned Business Enterprises as the entities are defined in NYC Charter 1304;

L. The term "Program Work" is the work covered by this Agreement as defined in Article 3;

M. The term "Residence-Based Community Hire" means an individual who is: (1) a resident of an address within an Economically Disadvantaged Region; (2) a resident of a building that is: (i) owned or operated by the New York City Housing Authority; and (ii) subject to section nine of the United States Housing Act of nineteen hundred thirty-seven, as amended; or (3) a resident of a dwelling unit that is: (i) subject to a regulatory agreement with a federal, state or local government agency requiring that occupancy of such unit be restricted based on the income of the

occupants; and (ii) located in a building that was previously operated by the New York City Housing Authority, was previously subject to section nine of the United States Housing Act of nineteen hundred thirty-seven, as amended, and is subject to section eight of such act; and

N. The term "Union(s)" or "Local Union(s)" refers to the various participating unions affiliated with the BCTC, singularly and collectively.

SECTION 2. CONDITIONS FOR AGREEMENT TO BECOME EFFECTIVE

This Agreement shall not become effective unless each of the following conditions are met: the Agreement is executed by (1) the Council, on behalf of itself, (2) the participating affiliated Local Unions; and (3) the mayor of the City of New York or their designee.

SECTION 3. ENTITIES BOUND & ADMINISTRATION OF AGREEMENT

This Agreement shall be binding on all participating Unions and their affiliates, the Construction Manager (in its capacity as such) and all Contractors of all tiers performing Program Work, as defined in Article 3. The Contractors shall include in any subcontract that they let for performance during the term of this Agreement a requirement that their subcontractors, of all tiers, become signatory and bound by this Agreement with respect to that subcontracted work falling within the scope of Article 3 and all Contractors (including subcontractors) performing Program Work shall be required to sign a "Letter of Assent" in the form annexed hereto as Exhibit "A". This Agreement shall be administered by the applicable Agency or a Construction Manager or such other designee as may be named by the Agency or Construction Manager, on behalf of all Contractors. When the Agency manages Program Work without a Construction Manager, unless otherwise provided, it has the rights and obligations of a Construction Manager in addition to the rights and obligations of an Agency, if applicable. The City shall provide BCTC with the contact

information of the Agency Chief Contracting Officer for each Agency and BCTC shall provide the City with the contact information of a representative for each Local Union.

SECTION 4. SUPREMACY CLAUSE

This Agreement, together with the local Collective Bargaining Agreements (each a "CBA") appended hereto as Schedule "A", represents the complete understanding of all signatories and supersedes any national agreement, local agreement or other CBA of any type which would otherwise apply to this Program Work, in whole or in part, except: 1) to the extent applicable, work performed that may fall under the NTL Articles of Agreement, the National Stack/Chimney Agreement, the National Cooling Tower Agreement, all instrument calibration work and loop checking which shall be performed under the UA/IBEW Joint National Agreement for Instrument and Control Systems Technicians, and the National Agreement of the International Union of Elevator Constructors, with the exception of Article 2, Section 7, and Articles 7, 9 and 10 of this Agreement, which shall apply to such work; and 2) Program Work which falls within the jurisdiction of the Operating Engineers Locals 14 and 15. If Program Work falling within the jurisdiction of Operating Engineers Locals 14 and 15 is accepted by and performed by said locals, only then will such work be performed under the terms and conditions set out in the Schedule "A" agreements of Operating Engineers Locals 14 and 15. The CBAs of the affiliated local unions that cover the particular type of construction work to be performed by the contractor, and as set forth in the Schedule "A" list of agreements, shall be deemed the Schedule "A" Collective Bargaining Agreements ("Schedule 'A' CBA") under this Agreement. Where association and independent CBAs for a particular type of construction work are both set forth in Schedule "A", association members shall treat the applicable association agreement as the Schedule "A" CBA and independent contractors shall treat the applicable independent agreement as the Schedule "A"

CBA. Subject to the foregoing, where a subject covered by the provisions of this project labor agreement is also covered by a Schedule "A" CBA, the provisions of this project labor agreement shall prevail. It is further understood that no Contractor shall be required to sign any other agreement as a condition of performing Program Work. No practice, understanding or agreement between a Contractor and a Local Union which is not set forth in this Agreement shall be binding with respect to Program Work unless endorsed in writing by the Construction Manager or such other designee as may be designated by the Agency. Nothing in this Agreement requires employees to join a union or pay dues or fees to a union as a condition of working on the Program Work. This Agreement is not, however, intended to supersede independent requirements in applicable local union agreements as to contractors that are otherwise signatory to those agreements and as to employees of such employers performing Program Work.

SECTION 5. LIABILITY

The liability of any Contractor and the liability of any Union under this Agreement shall be several and not joint. The Construction Manager and any Contractor shall not be liable for any violations of this Agreement by any other Contractor; and the Council and Local Unions shall not be liable for any violations of this Agreement by any other Union.

SECTION 6. THE AGENCY

The Agency (or Construction Manager where applicable) shall require in its bid specifications for all Program Work within the scope of Article 3 that all successful bidders, and their subcontractors of all tiers, become bound by, and signatory to, this Agreement. The Agency (or Construction Manager) shall not be liable for any violation of this Agreement by any Contractor. It is understood that nothing in this Agreement shall be construed as limiting the sole discretion of the Agency or Construction Manager in determining which Contractors shall be

awarded contracts for Program Work. It is further understood that the Agency or Construction Manager has sole discretion at any time to terminate, delay or suspend the Program Work, in whole or part, on any project.

SECTION 7. AVAILABILITY AND APPLICABILITY TO ALL SUCCESSFUL BIDDERS

The Unions agree that this Agreement will be made available to, and will fully apply to, any successful bidder for (or subcontractor of) Program Work who becomes signatory thereto, without regard to whether that successful bidder (or subcontractor) performs work at other sites on either a union or non-union basis and without regard to whether employees of such successful bidder (or subcontractor) are, or are not, members of any unions. This Agreement shall not apply to the work of any Contractor which is performed at any location other than the site of Program Work.

SECTION 8. SUBCONTRACTING

Contractors will subcontract Program Work only to a person, firm or corporation who is or agrees to become party to this Agreement.

ARTICLE 3 - SCOPE OF THE AGREEMENT

SECTION 1. WORK COVERED

A. Program Work shall be limited to designated new construction, rehabilitation and renovation construction contracts bid and let by an Agency (or its Construction Manager where applicable) after the effective date of this Agreement with respect to new construction, rehabilitation and renovation work performed for an Agency on City-owned property under contracts advertised for public solicitation prior to December 31, 2028. Subject to the foregoing, and the exclusions below, such Program Work shall mean:

1. For Renovation and Rehabilitation Projects: any and all contracts that predominantly involve the demolition, reconstruction, renovation, alteration, repair, rehabilitation or expansion of an existing City-owned building, pier, marina, or structure within the five boroughs of the City. Examples of Program Work include, but are not limited to, the renovation, repair, alteration and rehabilitation of an existing temporary or permanent structure, or an expansion of above ground structures located in the City on a City-owned building, Wastewater Resource Recovery Facility, a water filtration plant, or a pumping station. Program Work shall also include job order contracts ("JOCS"), demolition work, painting services. Low voltage work, site work, elevator work, mold, asbestos and lead abatement, carpentry services, and carpet removal and installation shall be included as Program Work only when incidental to such building renovation and/or rehabilitation of City-owned buildings or structures and included in a contract that predominantly involves such renovation and/or rehabilitation. Program Work shall also include the installing and removing of centrifuges on City-owned property, but not any other work under such contracts, in connection with contracts that involve the maintenance or repair of centrifuges, in accordance with Exhibit "D". Program Work shall also include contracts bid and let by the DEP for the rehabilitation and upgrade of wells and well stations located in Southeast Queens as part of the Queens Groundwater Project, including the renovation and rehabilitation of buildings and other above or below-ground structures, the installation of equipment, piping and drainage structures including subsurface installations, the installation of water treatment system elements, control systems, plumbing, electrical, HVAC and site and road work required for the construction, operation or maintenance of the wells and other related facilities.

2. For New Construction Projects: new construction, including a construction of an entirely new park exceeding $10,000,000 if the Project also involves construction of a new above-

ground building such as a restroom, field house, garage or maintenance facility, for which an addendum has been approved by an agency of the City of New York and by the BCTC on behalf of itself and its affiliated Local Unions. Each Project-specific addendum is to outline a description of the project being undertaken, the project's location, and the general findings of the feasibility analysis used as the basis of the determination to utilize a PLA on the project.

B. It is understood that, except where the City specifically applies this Agreement to such work in its bid documents, Program Work does not include, and this Agreement shall not apply to, any other work, including:

1. Contracts that are let under a different project labor agreement with an Agency, and/or other entities that have entered separate PLAs, such as NYCHA, H+H and SCA;

2. Contracts let and work performed in connection with projects carried over, recycled from, or performed under bids or rebids relating to work that were bid prior to the effective date of this Agreement or after December 31, 2028;

3. Contracts procured on an emergency basis;

4. Prime contracts that do not exceed $3,000,000;

5. Contracts for work on streets and bridges and for the closing or environmental remediation of landfills;

6. Contracts with not-for-profit corporations where the City is not awarding or performing the work performed for that entity;

7. Contracts with governmental entities where the City is not awarding or performing the work performed for that entity;

8. Contracts with electric utilities, gas utilities, telephone companies, and railroads, except that it is understood and agreed that these entities may only install their work to

a demarcation point, *e.g.*, a telephone closet or utility vault, the location of which is determined prior to construction and employees of such entities shall not be used to replace employees performing Program Work pursuant to this Agreement;

9. Contracts for installation of information technology that are not otherwise Program Work;

10. Task Orders or Work Orders issued under JOCS or Requirements Contracts that do not exceed $250,000, and JOCS or Requirements Contracts where the monetary value of such contracts predominantly involves such Task Orders or Work Orders;

11. Contracts that predominantly involve Minor Repair work, as defined in Article 2, Section 1(J) above. Such work is to be paid under the applicable prevailing wage law, if any, for service or maintenance work;

12. Up to 7% of work set aside to be performed by certified MWBE or DBE subcontractors ("Exempt Work") on prime contracts that are valued at $25,000,000 or more where participation goals are set forth in the contract to be performed by MWBEs or DBEs; and provided that: (i) the prime contractor shall first work in good faith with the relevant Local Unions, to identify one or more MWBE or DBE subcontractors who are a signatory to a Schedule "A" CBA or who will sign a Letter of Assent (Exhibit "A") as required under Article 2, Section 3 above to meet the 7% prior to such work being set aside; and (ii) if the prime contractor nevertheless fails to identify one or more MWBE or DBE subcontractors who are a signatory to a Schedule "A" CBA or who will sign a Letter of Assent (Exhibit "A") as required under Article 2, Section 3 above, then the amount of Exempt Work allowed to be set aside pursuant to this paragraph on a given project shall only be the difference between 7% of the prime contract value and the percentage of work awarded pursuant to this paragraph. Performance of a portion of the Exempt

Work performed by the certified MWBE or DBE subcontractors does not preclude the contractor from employing one or more MWBE or DBE subcontractor who is a signatory on another portion of the Exempt Work. Such Exempt Work shall be no more than $500,000 or 20% (whichever is greater) of the value of the subcontracts for work in any particular union's jurisdiction under any prime contract; and

13. On-site work performed on purchased equipment, which is required by the manufacturer to be performed by its staff or by its selected contractors as a condition of the continued effectiveness of the equipment warranty.

SECTION 2. TIME LIMITATIONS

In addition to falling within the scope of Article 3, Section 1, to be covered by this Agreement, Program Work must be (1) advertised and let for bid after the effective date of this Agreement, and (2) let for bid prior to December 31, 2028, the expiration date of this Agreement. It is understood that this Agreement, together with all of its provisions, shall remain in effect for all such Program Work until completion, even if not completed by the expiration date of the Agreement. If Program Work otherwise falling within the scope of Article 3, Section 1 is not let for bid by the expiration date of this Agreement, this Agreement may be extended to that work by mutual agreement of the parties.

SECTION 3. EXCLUDED EMPLOYEES

The following persons are not subject to the provisions of this Agreement, even though performing Program Work:

A. Superintendents, supervisors (except field surveyors on construction contracts, general and forepersons specifically covered by a craft's Schedule "A" CBA are included), engineers, professional engineers and/or licensed architects engaged in inspection and testing,

quality control/assurance personnel, timekeepers, mail carriers, clerks, office workers, messengers, guards, technicians, non-manual employees, and all professional, engineering, administrative and management persons;

B. Employees of the City, or any other municipal or State agency, authority or entity, or employees of any other public employer, even though working on the project site while covered Program Work is underway;

C. Employees and entities engaged in off-site manufacture, modifications, repair, maintenance, assembly, painting, handling or fabrication of project components, materials, equipment or machinery, or involved in deliveries to and from the Program site, except to the extent they are lawfully included in the bargaining unit of a Schedule "A" CBA;

D. Employees of the Construction Manager (except that in the event the Agency engages a Contractor to serve as Construction Manager, then those employees of the Construction Manager performing manual, on site construction labor will be covered by this Agreement);

E. Employees engaged in on-site equipment warranty work including installation, repair or maintenance unless employees are already working on the site and are certified to perform warranty work;

F. Employees engaged in geophysical testing other than boring for core samples;

G. Employees engaged in laboratory, specialty testing, or inspections, pursuant to a professional services agreement between the Agency, or any of the Agency's other professional consultants, and such laboratory, testing, inspection or surveying firms;

H. Employees engaged in on-site maintenance of installed equipment or systems which maintenance is awarded as part of a contract that includes Program Work, but which

maintenance occurs after installation of such equipment or system and is not directly related to construction services; and

I. Employees who perform work classified as Minor Repairs, provided that such workers are paid at the applicable prevailing wage, if any, for the work being performed.

SECTION 4. NON-APPLICATION TO CERTAIN ENTITIES

This Agreement shall not apply to those parents, affiliates, subsidiaries, or other joint or sole ventures of any Contractor which do not perform Program Work. It is agreed that this Agreement does not have the effect of creating any joint employment, single employer or alter ego status among the Agency or any Contractor. The Agreement shall further not apply to any New York City or other municipal or State agency, authority, or entity other than a listed Agency and nothing contained herein shall be construed to prohibit or restrict the Agency or its employees, or any State, New York City or other municipal or State authority, agency or entity and its employees, from performing on or off-site work related to Program Work.

As the contracts involving Program Work are completed and accepted, the Agreement shall not have further force or effect on such items or areas except where inspections, additions, repairs, modifications, check-out and/or warranty work are assigned in writing (copy to Local Union involved) by the Agency (or Construction Manager) for performance under the terms of this Agreement.

ARTICLE 4 - UNION RECOGNITION AND EMPLOYMENT

SECTION 1. PRE-HIRE RECOGNITION

The Contractors recognize the signatory Unions as the sole and exclusive bargaining representatives of all employees who are performing on-site Program Work, with respect to that work.

SECTION 2. UNION REFERRAL

A. The Contractors agree to request, employ and hire craft employees, including Residence-Based Community Hires as defined in Article 2, Section 1(M), for Program Work covered by this Agreement through the job referral systems and hiring halls established in the Local Unions' area CBAs set forth in Schedule "A". Notwithstanding this, Contractors shall have sole right to determine the competency of all referrals; to determine the number of employees required; to select employees for layoff (subject to Article 5, Section 3); and the sole right to reject any applicant referred by a Local Union, subject to the show-up payments. In the event that a Local Union does not fill any request for qualified employees within a 48-hour period after such requisition is made by a Contractor (Saturdays, Sundays and holidays excepted), a Contractor may employ qualified applicants from any other available source. In the event that the Local Union does not have a job referral system, the Contractor shall give the Local Union first preference to refer applicants, subject to the other provisions of this Article. The Contractor shall notify the Local Union of craft employees hired for Program Work within its jurisdiction from any source other than referral by the Union. Any employee hired by a Contractor because a Local Union does not fill a request for qualified employees within a 48 hour period (Saturdays, Sundays and holidays excepted) are not covered by this Agreement for purposes of Article 11, Section 2, unless they are or become a member of an affiliated Union.

B. A Contractor may request by name, and the Local Union will honor, referral of persons who have applied to the Local Union for Program Work ("Core Employees") and who meet the following qualifications:

1. possess any license required by New York State law for the Program Work to be performed;
2. have worked a total of at least 1000 hours in the Construction field during the prior 3 years; and

3. were on the Contractor's active payroll for at least 60 out of the 180 calendar days prior to the contract award.

No more than twelve per centum (12%) of the employees covered by this Agreement, per Contractor by craft, shall be hired through the special provisions above. Under this provision, name referrals begin with the eighth employee needed and continue on that same basis.

C. Notwithstanding Section 2(B), above, certified MWBE contractors for which participation goals are set forth in New York City Administrative Code §6-129, or DBE contractors for which participation goals are established, that are not signatory to any Schedule "A" CBAs, with subcontracts valued at or under two-million dollars ($2,000,000), and where the first two or more workers are hired simultaneously, may request by name, and the Local Union will honor, referral of the first (1st), fourth (4th), sixth (6th), and eighth (8th) Core Employee. In any case where the first two or more employees are not hired simultaneously, the certified MWBE's or DBE's Core Employees may be the second (2nd), fourth (4th), sixth (6th), and eighth (8th) Core Employee. All such Core Employees must have applied to the Local Union for Program Work and meet the following qualifications:

1. possess any license required by New York State law for the Program Work to be performed;
2. have worked a total of at least 1000 hours in the Construction field during the prior 3 years; and
3. were on the Contractor's active payroll for at least 60 out of the 365 calendar days prior to the contract award.

D. Where a certified MWBE or DBE Contractor voluntarily enters into a CBA with a BCTC Union, the employees of such Contractor at the time the CBA is executed shall be allowed to join the Union for the applicable trade subject to satisfying the Union's basic standards of proficiency for admission.

SECTION 3. NON-DISCRIMINATION IN REFERRALS

The Council represents that each Local Union hiring hall and referral system will be operated in a non-discriminatory manner and in full compliance with all applicable federal, state and local laws and regulations which require equal employment opportunities. Referrals shall not be affected in any way by the rules, regulations, bylaws, constitutional provisions or any other aspects or obligations of union membership, policies or requirements and shall be subject to such other conditions as are established in this Article. No employment applicant shall be discriminated against by any referral system or hiring hall because of the applicant's union membership, or lack thereof.

SECTION 4. MINORITY, FEMALE, LOCAL AND SECTION 3 REFERRALS

In the event a Local Union either fails, or is unable to refer qualified Residence-Based Community Hires, minority or female applicants in percentages equaling the workforce participation goals adopted by the City and set forth in the Agency's (or, if applicable, Construction Manager's) bid specifications, within 48 hours of the request for same, the Contractor may employ qualified Residence-Based Community Hires, minority or female applicants from any other available source.

The Local Unions agree to prioritize the referral of Residence-Based Community Hires in accordance with Article 13 and to the extent consistent with the law, rules applicable to the union referral systems and joint apprentice programs. Those unions that do not currently provide for Residence-Based Community Hire preferences in their referral systems will undertake to implement such preferences consistent with this Agreement and their governing documents. Please see Exhibit "C" for a non-exhaustive list of the Economically Disadvantaged Regions. Residence-Based Community Hires who are already on a Contractor's workforce, including Core

Employees, and referral of apprentices, in accordance with Article 13, Section 1(A) below, shall count towards the referral goals of this Section.

For any Program Work that may become subject to requirements under Section 3 of the Housing and Urban Development Act of 1968, as amended by the Housing and Community Development Act of 1992, and any rules, including new or revised rules, that may be published thereunder, the Local Unions acknowledge the Section 3 obligations of the Construction Manager or Contractor, as applicable, and agree to the preferences for Residence-Based Community Hires described above to help implement this Article in a manner that would allow the Construction Manager or Contractor to meet its Section 3 obligations to the greatest extent feasible, and to post any required notices in the manner required by Section 3. The parties also acknowledge that the Construction Manager and Contractor(s) may also fulfill its Section 3 requirements on Program Work by promoting opportunities for excluded employees, as defined by Article 3, Section 3 of this Agreement, on Program Work and, to the extent permitted by Section 3, by promoting opportunities for craft and other employees on non-Program Work.

SECTION 5. CROSS AND QUALIFIED REFERRALS

The Local Unions shall not knowingly refer to a Contractor an employee then employed by another Contractor working under this Agreement. The Local Unions will exert their utmost efforts to recruit sufficient numbers of skilled and qualified crafts employees to fulfill the requirements of the Contractor.

SECTION 6. CRAFT FOREPERSONS AND GENERAL FOREPERSONS

The selection of craft forepersons and/or general forepersons and the number of forepersons required shall be solely the responsibility of the Contractor except where otherwise provided by specific provisions of an applicable Schedule "A" CBA, and provided that all craft

forepersons shall be experienced and qualified journeypersons in their trade as determined by the appropriate Local Union. All forepersons shall take orders exclusively from the designated Contractor representatives. Craft forepersons shall be designated as working forepersons at the request of the Contractor, except when an existing local CBA prohibits a foreperson from working when the craft persons, they are leading exceed a specified number.

SECTION 7. ON CALL REPAIR REFERRALS

A. When an Agency awards a contract under this Agreement that requires the Contractor to have employees available on short notice to make time-sensitive repairs with such contract requiring the Contractor to respond within as little as two hours from the time the Contractor is contacted by the Agency ("On Call, Repair Contract"), the Contractor will, within ten (10) days of being awarded an On Call, Repair Contract subject to this Agreement, notify the appropriate affiliated Union that would perform the work for a contractor that the Contractor has been awarded such a contract and immediately enter into good faith negotiations with such relevant affiliated Union to establish a procedure to receive time sensitive referrals from such affiliated Union(s).

B. In the event the Contractor and the relevant affiliated Union(s) are unable to negotiate a specific, mutually agreeable procedure for on call repair referral procedure within twenty (20) days of commencement of negotiations or prior to commencement of performance of the contract, whichever is earlier, the Contractor and the relevant affiliated Unions will follow the following procedure:

1. Upon notification by a Contractor that it has been awarded an On Call, Repair Contract pursuant to paragraph A above, each relevant affiliate Union shall provide the

Contractor with the name and twenty-four (24) hour contact information of an On Call, Repair Contract contact person for urgent on call repair referrals.

2. The relevant affiliated Unions shall prepare a list of individuals eligible and prepared for referral on an immediate basis to respond to the on call repair contractor, which may include the affiliated Unions' service, repair and maintenance division workers where appropriate for repairs that can be made within 24 to 48 hours and paid at the appropriate prevailing wage rates for service and repair or maintenance work. Such list shall be provided to and in the possession of the designated-on call repair contact person for the affiliated Union and available for immediate reference.

3. Individuals on such list must be able to comply with the Contractor's response time pursuant to contract requirements.

4. The Union's On Call, Repair Contract contact person shall respond to a contractor's request for referrals within a reasonable time of the request so that compliance with the contract shall be possible.

C. In the event that the Contractor makes a request for an on call referral that is compliant with this procedure and a Union is not able to respond to the request, that Union will be deemed to have waived the forty-eight (48) hour referral rule contained in Section 2 above and the Contractor may employ qualified applicants from any other available source that can meet contract requirements for that time-sensitive on call repair work only; provided, however, that any work related to the repair work that is not of a time sensitive nature under the contract shall comply with Section 2. If a Union fails to timely refer a worker and the Contractor employs other workers, the Contractor will email the Agency within 72 hours and the Agency will forward that email to the designated Labor Management Committee contacts.

ARTICLE 5 - UNION REPRESENTATION

SECTION 1. LOCAL UNION REPRESENTATIVE

Each Local Union representing on-site employees shall be entitled to designate in writing (copy to Contractor involved and Construction Manager) one representative, and/or the Business Manager, who shall be afforded access to the Program Work site during such time as bargaining unit work is occurring and subject to otherwise applicable policies pertaining to visitors to the site.

SECTION 2. STEWARDS

A. Each affiliated Union shall have the sole discretion to designate any journey person as a Steward and an alternate Steward. The Union shall notify the Owner and/or Construction Manager as well as the Contractor of the identity of the designated Steward (and alternate) prior to the assumption of such duties. Stewards shall not exercise supervisory functions and will receive the regular rate of pay for their craft classifications. All Stewards shall be working Stewards.

B. In addition to their work as an employee, the Steward shall have the right to receive complaints or grievances and to discuss and assist in their adjustment with the Contractor's appropriate supervisor. Each Steward shall be concerned with the employees of the Steward's trade and, if applicable, subcontractors of their Contractor, but not with the employees of any other trade Contractor. No Contractor shall discriminate against the Steward in the proper performance of Union duties.

C. The Stewards shall not have the right to determine when overtime shall be worked, or who shall work overtime except pursuant to a Schedule "A" CBA provision providing procedures for the equitable distribution of overtime.

SECTION 3. LAYOFF OF A STEWARD

Contractors agree to notify the appropriate Union 24 hours prior to the layoff of a Steward, except in cases of discipline or discharge for just cause. If a Steward is protected against layoff by a Schedule "A" CBA provision, such provision shall be recognized to the extent the Steward possesses the necessary qualifications to perform the work required, except in cases of discipline or discharge for just cause. In any case in which a Steward is discharged or disciplined for just cause, the Local Union involved shall be notified immediately by the Contractor.

ARTICLE 6 - MANAGEMENT'S RIGHTS

SECTION 1. RESERVATION OF RIGHTS

Except as expressly limited by a specific provision of this Agreement, Contractors retain full and exclusive authority for the management of their operations including, but not limited to, the right to: direct the workforce, including determination as to the number of employees to be hired and the qualifications therefore; the promotion, transfer, layoff of its employees; require compliance with the directives of the Agency including standard restrictions related to security and access to the site that are equally applicable to Agency employees, guests, or vendors; or the discipline or discharge for just cause of its employees; assign and schedule work; promulgate reasonable Program Work rules that are not inconsistent with this Agreement or rules common in the industry and are reasonably related to the nature of work; and, the requirement, timing and number of employees to be utilized for overtime work. No rules, customs, or practices which limit or restrict productivity or efficiency of the individual, as determined by the Contractor, Agency and/or Construction Manager and/or joint working efforts with other employees shall be permitted or observed.

SECTION 2. MATERIALS, METHODS & EQUIPMENT

There shall be no limitation or restriction upon the Contractor's choice of materials, techniques, methods, technology or design, or, regardless of source or location, upon the use and installation of equipment, machinery, package units, pre-cast, pre-fabricated, pre-finished, or pre-assembled materials or products, tools, or other labor-saving devices. Contractors may, without restriction, install or use materials, supplies or equipment regardless of their source; provided, however, that where there is a Schedule "A" CBA that includes a lawful union standards and practices clauses, then such clause as set forth in Schedule "A" CBA will be complied with, unless there is a lawful Agency specification (or specification issued by a Construction Manager which would be lawful if issued by the Agency directly) that would specifically limit or restrict the Contractor's choice of materials, techniques, methods, technology or design, or, regardless of source or location, upon the use and installation of equipment, machinery, package units, pre-cast, pre-fabricated, pre-finished, or pre-assembled materials or products, tools, or other labor-saving devices, and which would prevent compliance with such Schedule "A" CBA clause. The on-site installation or application of such items shall be performed by the craft having jurisdiction over such work; provided, however, it is recognized that other personnel having special qualifications may participate, in a supervisory capacity, in the installation, check-off or testing of specialized or unusual equipment or facilities as designated by the Contractor. There shall be no restrictions as to work which is performed off-site for Program Work.

ARTICLE 7 - WORK STOPPAGES AND LOCKOUTS

SECTION 1. NO STRIKES-NO LOCK OUT

There shall be no strikes, sympathy strikes, picketing, work stoppages, slowdowns, hand billing, demonstrations or other similar disruptive activity at the Program Work site for any reason by any Union or employee against any Contractor or employer. There shall be no other Union or

concerted or employee activity which disrupts or interferes with the operation of the Program Work or the objectives of the Agency at any Program Work site. In addition, failure of any Union or employee to cross any picket line established by any Union, signatory or non-signatory to this Agreement, or the picket or demonstration line of any other organization, at or in proximity to a Program Work site where the failure to cross disrupts or interferes with the operation of Program Work is a violation of this Article. Should any employees breach this provision, the Unions will use their best efforts to try to immediately end that breach and return all employees to work. There shall be no lockout at a Program Work site by any signatory Contractor, Agency or Construction Manager.

SECTION 2. DISCHARGE FOR VIOLATION

A Contractor may discharge any employee violating Section 1, above, and any such employee will not be eligible thereafter for referral under this Agreement for a period of 100 days.

SECTION 3. NOTIFICATION

If a Contractor contends that any Union has violated this Article, it will notify the Local Union involved advising of such fact, with copies of the notification to the Council. The Local Union shall instruct and order, the Council shall request, and each shall otherwise use their best efforts to cause, the employees (and where necessary the Council shall use its best efforts to cause the Local Union), to immediately cease and desist from any violation of this Article. If the Council complies with these obligations, it shall not be liable for the unauthorized acts of a Local Union or its members. Similarly, a Local Union and its members will not be liable for any unauthorized acts of the Council. Failure of a Contractor or the Construction Manager to give any notification set forth in this Article shall not excuse any violation of Section 1 of this Article.

SECTION 4. EXPEDITED ARBITRATION

Any Contractor or Union alleging a violation of Section 1 of this Article may utilize the expedited procedure set forth below (in lieu of, or in addition to, any actions at law or equity that may be brought).

A. A party invoking this procedure shall notify J.J. Pierson and Gayle Gavin; who shall alternate (beginning with Arbitrator J.J. Pierson) as Arbitrator under this expedited arbitration procedure. If the Arbitrator next on the list is not available to hear the matter within 24 hours of notice, the next Arbitrator on the list shall be called. Copies of such notification will be simultaneously sent to the alleged violator and Council.

B. The Arbitrator shall thereupon, after notice as to time and place to the Contractor, the Local Union involved, the Council, Agency and the Construction Manager, hold a hearing within 48 hours of receipt of the notice invoking the procedure if it is contended that the violation still exists. The hearing will not, however, be scheduled for less than 24 hours after the notice required by Section 3, above.

C. All notices pursuant to this Article may be provided by telephone, telegraph, hand delivery, or fax, confirmed by overnight delivery, to the Arbitrator, Contractor, Agency, Construction Manager and Local Union involved. The hearing may be held on any day including Saturdays or Sundays. The hearing shall be completed in one session, which shall not exceed 8 hours duration (no more than 4 hours being allowed to either side to present their case and conduct their cross examination) unless otherwise agreed. A failure of any Union or Contractor to attend the hearing shall not delay the hearing of evidence by those present or the issuance of an award by the Arbitrator.

D. The sole issue at the hearing shall be whether a violation of Section 1, above, occurred. If a violation is found to have occurred, the Arbitrator shall issue a Cease and Desist Award restraining such violation and serve copies on the Contractor and Union involved. The Arbitrator shall have no authority to consider any matter in justification, explanation or mitigation of such violation or to award damages (any damages issue is reserved solely for court proceedings, if any). The Award shall be issued in writing within 3 hours after the close of the hearing and may be issued without an Opinion. If any involved party desires an Opinion, one shall be issued within 15 calendar days, but its issuance shall not delay compliance with, or enforcement of, the Award.

E. The Agency and Construction Manager (or such other designee of the Agency) may participate in full in all proceedings under this Article.

F. An Award issued under this procedure may be enforced by any court of competent jurisdiction upon the filing of this Agreement together with the Award. Notice of the filing of such enforcement proceedings shall be given to the Union or Contractor involved, and the Agency and Construction Manager.

G. Any rights created by statute or law governing arbitration proceedings which are inconsistent with the procedure set forth in this Article, or which interfere with compliance thereto, are hereby waived by the Contractors and Unions to whom they accrue.

H. The fees and expenses of the Arbitrator shall be equally divided between the involved Contractor and Union.

SECTION 5. ARBITRATION OF DISCHARGES FOR VIOLATION

Procedures contained in Article 9 shall not be applicable to any alleged violation of this Article, with the single exception that an employee discharged for violation of Section 1, above, may have recourse to the procedures of Article 9 to determine only if the employee did, in fact,

violate the provisions of Section 1 of this Article; but not for the purpose of modifying the discipline imposed where a violation is found to have occurred.

ARTICLE 8 - LABOR MANAGEMENT COMMITTEE

SECTION 1. SUBJECTS

The Program Labor Management Committee (the "LMC") will meet on a regular basis to: 1) promote harmonious relations among the Contractors and Unions; 2) enhance safety awareness, cost effectiveness and productivity of construction operations; 3) protect the public interests; 4) discuss matters relating to staffing and scheduling with safety and productivity as considerations; and 5) review efforts to meet applicable participation goals for MWBEs or DBEs and workforce participation goals for Residence-Based Community Hires, minority and female employees.

SECTION 2. COMPOSITION

The LMC shall be jointly chaired by a designee of the Agency and the President of the Council. It may include representatives of the Local Unions and Contractors involved in the issues being discussed. The parties shall mutually designate a Community Hiring Construction Careers, MWBE or DBE representative to participate in appropriate LMC discussions. The LMC may conduct business through mutually agreed upon sub-committees.

ARTICLE 9 - GRIEVANCE & ARBITRATION PROCEDURE

SECTION 1. PROCEDURE FOR RESOLUTION OF GRIEVANCES

Any question, dispute or claim arising out of, or involving the interpretation or application of this Agreement (other than jurisdictional disputes or alleged violations of Article 7, Section 1) shall be considered a grievance and shall be resolved pursuant to the exclusive procedure of the steps described below, provided, in all cases, that the question, dispute or claim arose during the term of this Agreement. Grievances shall include the City contract number and the Program Work

address; such information is posted at the work site if already commenced and is available in the City Record and Notice to Proceed for projects not already commenced.

Local Union grievances as to whether a scope of work is included or excluded from this Agreement shall be submitted to the LMC in the first instance rather than Step 1 below. To be timely, such notice must be given no later than five days prior to the bid opening date advertised in the City Record and bid documents for that contract, or any adjourned date publicly noticed if the grievance is challenging a determination by an Agency that the contract is not subject to this Agreement. Compliance with this limit shall operate as a statute of limitations and shall be a condition precedent to arbitration. For other grievances as to contractor and/or subcontractor scope of work issues, notice of such challenges shall be submitted to the LMC within 7 calendar days after the act, occurrence or event giving rise to the grievance. If the scope of work grievance is not resolved within 21 days of its submission to the LMC, then the grievance may proceed directly to Step 3 below.

Step 1:

(a) When any employee covered by this Agreement feels aggrieved by a claimed violation of this Agreement, the employee shall, through the Local Union business representative or job steward give notice of the claimed violation to the work site representative of the involved Contractor and the Construction Manager. To be timely, such notice of the grievance must be given within 7 calendar days after the act, occurrence or event giving rise to the grievance. The business representative of the Local Union or the job steward and the work site representative of the involved Contractor shall meet and endeavor to adjust the matter within 7 calendar days after timely notice has been given. If they fail to resolve the matter within the prescribed period, the grieving party, may, within 7 calendar days thereafter, pursue Step 2 of the grievance procedure

by serving the involved Contractor with written copies of the grievance setting forth a description of the claimed violation, the date on which the grievance occurred, and the provisions of the Agreement alleged to have been violated. Grievances and disputes settled at Step 1 are non-precedential except as to the specific Local Union, employee and Contractor directly involved unless the settlement is accepted in writing by the Agency (or designee) as creating a precedent.

(b) Should any signatory to this Agreement have a dispute (excepting jurisdictional disputes or alleged violations of Article 7, Section 1) with any other signatory to this Agreement and, if after conferring, a settlement is not reached within 7 calendar days, the dispute shall be reduced to writing and proceed to Step 2 in the same manner as outlined in subparagraph (a) for the adjustment of employee grievances.

Step 2:

A Step 2 grievance shall be filed with the Agency, the BCTC, the Contractor, and, if the grievance is against a subcontractor, the subcontractor. The Business Manager or designee of the involved Local Union, together with representatives of the involved Contractor and/or a contractor association representative where appropriate, Council, the Construction Manager or designee (if they elect to do so), the Agency or designee (if they elect to do so), and, if the grievance is against a subcontractor, the subcontractor, shall meet in Step 2 within 7 calendar days of service of the written grievance to arrive at a satisfactory settlement. The BCTC shall schedule the Step 2 meeting.

Step 3:

(a) If the grievance shall have been submitted but not resolved in Step 2, any of the participating Step 2 entities may, within 21 calendar days after the initial Step 2 meeting, submit the grievance in writing (copies to other participants, including the Construction Manager or

designee and the Agency or designee) to the BCTC. In the event the matter is not resolved at Step 2, either J.J. Pierson or Gayle Gavin, who shall act, alternately (beginning with Arbitrator J.J. Pierson), as the Arbitrator under this procedure, shall be designated at the Step 2 hearing and the BCTC will notify the arbitrator of his designation. After such notification by the BCTC, the local demanding arbitration shall within a reasonable time request the arbitrator to schedule the matter for an arbitration hearing date. The Labor Arbitration Rules of the American Arbitration Association shall govern the conduct of the arbitration hearing, at which all Step 2 participants shall be parties. The decision of the Arbitrator shall be final and binding on the involved Contractor, Local Union and employees and the fees and expenses of such arbitrations shall be borne equally by the involved Contractor and Local Union.

(b) Failure of the grieving party to adhere to the time limits set forth in this Article shall render the grievance null and void. These time limits may be extended only by written consent of the Agency (or designee), involved Contractor and involved Local Union at the particular step where the extension is agreed upon. The Arbitrator shall have authority to make decisions only on the issues presented to him and shall not have the authority to change, add to, delete or modify any provision of this Agreement.

SECTION 2. LIMITATION AS TO RETROACTIVITY

No arbitration decision or award, with the exception of those related to compliance with requirements to pay prevailing wages and supplements in accordance with federal or State law, may provide retroactivity of any kind exceeding 60 calendar days prior to the date of service of the written grievance on the Construction Manager and the involved Contractor or Local Union.

SECTION 3. PARTICIPATION BY AGENCY AND/OR CONSTRUCTION MANAGER

The Agency and Construction Manager (or such other designee of the Agency) shall be notified by the involved Contractor of all actions at Steps 2 and 3 and, at its election, may participate in full in all proceedings at these Steps, including Step 3 arbitration.

ARTICLE 10 - JURISDICTIONAL DISPUTES

SECTION 1. NO DISRUPTIONS

There will be no strikes, sympathy strikes, work stoppages, slowdowns, picketing or other disruptive activity of any kind arising out of any jurisdictional dispute. Pending the resolution of the dispute, the work shall continue uninterrupted and as assigned by the Contractor. No jurisdictional dispute shall excuse a violation of Article 7.

SECTION 2. ASSIGNMENT

All Program Work assignments shall be made by the Contractor to unions affiliated with the BCTC consistent with the New York Plan for the Settlement of Jurisdictional Disputes ("New York Plan") and its Greenbook decisions, if any. Where there are no applicable Greenbook decisions, assignments shall be made in accordance with the provisions of the New York Plan and local industry practice.

SECTION 3. NO INTERFERENCE WITH WORK

There shall be no interference or interruption of any kind with the Program Work while any jurisdictional dispute is being resolved. The work shall proceed as assigned by the Contractor until finally resolved under the applicable procedure of this Article. The award shall be confirmed in writing to the involved parties. There shall be no strike, work stoppage or interruption in protest of any such award.

ARTICLE 11 - WAGES AND BENEFITS

SECTION 1. CLASSIFICATION AND BASE HOURLY RATE

All employees covered by this Agreement shall be classified in accordance with the work performed and paid the hourly wage rates applicable for those classifications as required by the applicable prevailing wage laws.

SECTION 2. EMPLOYEE BENEFITS

A. The Contractors agree to pay on a timely basis contributions on behalf of all employees covered by this Agreement to those established jointly trusteed employee benefit funds designated in the applicable Schedule "A" CBA (in the appropriate Schedule "A" amounts), provided that such benefits are required to be paid on public works under any applicable prevailing wage law. Bona fide jointly trusteed fringe benefit plans established or negotiated through collective bargaining during the life of this Agreement may be added if similarly required under applicable prevailing wage law. Contractors, not otherwise contractually bound to do so, shall not be required to contribute to benefits, trusts or plans of any kind which are not required by the prevailing wage law provided, however, that this provision does not relieve Contractor's signatory to local collective bargaining agreement with any affiliated union from complying with the fringe benefit requirements for all funds contained in the CBA. Furthermore, employees that may remain unaffiliated with any local union at the completion of their employment under the terms of this Agreement may apply for any distributions to which they may be entitled from the funds in accordance with the applicable rules and governing documents of the unions and the employee benefit funds that they have participated in under the terms of this Agreement.

B. 1. Notwithstanding Section 2 (A) above, and subject to 2 (B)(2) below, Contractors who designate Core Employees pursuant to Article 4, Section 2 (B) and (C) that are not signatory to a Schedule "A" CBA and who maintain bona fide private benefit plans that satisfy

the requirements of Section 220 of the New York State Labor Law, may satisfy the above benefit obligation with respect to those employees by providing those employees with coverage under their private benefit plans (to the extent consistent with Section 220). The total benefit payments to be made on behalf of each such employee must be equal to the total Section 220 supplement amount and any shortfall must be paid by cash supplement to the employee.

2. A contractor that will satisfy its Section 220 obligations in accordance with subsection 2(B)(1) above shall make available to the Agency at the time of contract award a complete set of plan documents for each non-Schedule "A" benefit plan into which contributions will be made and/or coverage provided pursuant to the provisions of Section 2(B)(l) above. The Contractor shall also provide certification from a certified public accountant as to the annualized hourly value of such benefits consistent with the requirements of Section 220.

3. The City shall verify that the alternate benefit plan(s), together with any cash supplement to the employee, is compliant with Section 220 prior to awarding the Contractor a contract covered by this Agreement. In the event the Contractor's alternate benefit plan(s), together with any cash supplement to the employee, is determined to be compliant with Section 220 and will be utilized by the Contractor on behalf of Article 4, Section 2(B) and (C) Core Employees, the Local Unions have no duty to enforce the Contractor's obligations on the alternate benefit plan(s) as they are not party to the alternate plan(s) or privy to the terms and conditions of the plan obligations. In the event the City determines the alternate benefit plan(s), together with any cash supplement to the employee, is not compliant with Section 220, the Contractor may, upon executing a Letter of Assent, satisfy its obligations for all employees, including Core Employees, by contributing to the Schedule "A" benefit plans in accordance with the terms of the Schedule "A" CBAs.

C. The Contractors agree to be bound by the written terms of the legally established jointly trusteed Trust Agreements specifying the detailed basis on which payments are to be paid into, and benefits paid out of, such Trust Funds but only with regard to Program Work done under this Agreement and only for those employees to whom this Agreement requires such benefit payments.

D. 1. To the extent consistent with New York City's Procurement Policy Board Rules with respect to prompt payment, as published at www.nyc.gov/ppb, §4-06(e), and in consideration of the unions' waiver of their rights to withhold labor from a contractor or subcontractor delinquent in the payment of fringe benefits contributions ("Delinquent Contractor"); the Agency agrees that where any such union and/or fringe benefit fund shall notify the Agency, the General Contractor, and the Delinquent Contractor in writing with back-up documentation that the Delinquent Contractor has failed to make fringe benefit contributions to it as provided herein and the Delinquent Contractor shall fail, within ten (10) calendar days after receipt of such notice, to furnish either proof of such payment or notice that the amount claimed by the union and/or fringe benefit fund is in dispute, the Agency shall withhold from amounts then or thereafter becoming due and payable to the General Contractor an amount equal to that portion of such payment due to the General Contractor that relates solely to the work performed by the Delinquent Contractor which the union or fringe benefit fund claims to be due it, and shall remit the amount when and so withheld to the fringe benefit fund and deduct such payment from the amounts then otherwise due and payable to the General Contractor, which payment shall, as between the General Contractor and the Agency, be deemed a payment by the Agency to the General Contractor; provided however, that in any month, such withholding shall not exceed the amount contained in the General Contractor's monthly invoice for work performed by the Delinquent Contractor. The union or its

employee benefit funds shall include in its notification of delinquent payment of fringe benefits only such amount it asserts the Delinquent Contractor failed to pay on the specific project against which the claim is made and the union or its employee benefit funds may not include in such notification any amount such Delinquent Contractor may have failed to pay on any other City or non-City project.

2. In addition, where a union or employee benefit fund gives notice to the City that a Contractor is Delinquent as defined in subsection 2(D)(1) above and the City determines that the notice includes appropriate back-up documentation that the Contractor is delinquent, the City will promptly, but not later than twenty (20) days after receipt of the notice, provide a copy of said notice to City Agencies. In the event the City determines there is insufficient back-up documentation, it will notify the appropriate union and/or fringe benefit fund promptly, but not later than twenty (20) days after receipt of the Delinquency Notice, and shall include notice of what additional documentation is requested. Any determination by the City that there is insufficient back-up must be reasonable. This provision is intended to enhance compliance with the prevailing wage law and this Agreement with respect to the payment of fringe benefits and is not intended as a substitute for the resolution of a disputed claim pursuant to any applicable law or agreement.

The City and the relevant Agency(s) will thereafter require the Delinquent Contractor to provide cancelled checks or other equivalent proof of payment of benefit contributions that have come due, to be submitted with certified payroll reports for all Program Work covered by this Agreement on which the Delinquent Contractor is engaged, for at least a one-year period or such earlier period if the Contractor is ultimately determined not to be a Delinquent Contractor. Such proof of payment when required is a condition of payment of the Delinquent Contractor's invoices

by any entity, including, but not limited to, the City, the relevant Agency(s), Construction Manager, General Contractor, the prime or higher level subcontractor, as is appropriate under the Delinquent Contractor's engagement. The union and the funds shall upon request receive copies of the certified payrolls, cancelled checks, or other proof of payment from the City and/or the relevant Agency(s).

E. In the event the General Contractor or Delinquent Contractor shall notify the Agency as above provided that the claim of the union or fringe benefit fund is in dispute, the Agency shall withhold from amounts then or thereafter becoming due and payable to the General Contractor an amount equal to that portion of such payment due to the General Contractor that relates solely to the work performed by the Delinquent Contractor that the union and/or fringe benefit fund claims to be due it, pending resolution of the dispute pursuant to the union's Schedule "A" CBA, and the amount shall be paid to the party or parties ultimately determined to be entitled thereto, or held until the Delinquent Contractor and union or employee benefit fund shall otherwise agree as to the disposition thereof; provided however, that such withholding shall not exceed the amount contained in the General Contractor's monthly invoice for work performed by the Delinquent Contractor. In the event the Agency shall be required to withhold amounts from a General Contractor for the benefit of more than one fringe benefit fund, the amounts so withheld in the manner and amount prescribed above shall be applied to or for such fund in the order in which the written notices of nonpayment have been received by the Agency, and if more than one such notice was received on the same day, proportionately based upon the amount of the union and/or fringe benefit fund claims received on such day. Nothing herein contained shall prevent the Agency from commencing an interpleader action to determine entitlement to a disputed

payment in accordance with section one thousand six of the civil practice law and rules or any successor provision thereto.

F. Payment to a fringe benefit fund under this provision shall not relieve the General Contractor or Delinquent Contractor from responsibility for the work covered by the payment. Except as otherwise provided, nothing contained herein shall create any obligation on the part of the Agency to pay any union or fringe benefit fund, nor shall anything provided herein serve to create any relationship in contract or otherwise, implied or expressed, between the union/fund and/or fringe benefit and the Agency.

ARTICLE 12 - HOURS OF WORK, PREMIUM PAYMENTS, SHIFTS AND HOLIDAYS

SECTION 1. WORK WEEK AND WORKDAY

A. The standard work week shall consist of 40 hours of work at straight time rates, Monday through Friday, 8 hours per day, plus ½ hour unpaid lunch period. For renovation and rehabilitation projects only, the standard work week may be reduced to 35 or 37 ½ hours of work at straight time rates, Monday to Friday, 7 or 7 ½ hours per day, plus ½ hour unpaid lunch period in those limited circumstances where the City states in the bid documents that the Contractor will not be given access to the site to accommodate an 8 hour day. The 8 hour, 7 ½ hour or 7-hour workday must be established at the commencement of the renovation and rehabilitation project and may not be altered by the Contractor.

B. In accordance with project needs, there shall be flexible start times with advance notice from Contractor to the Union. The Day Shift shall commence between the hours of 6:00 a.m. and 9:00 a.m. and shall end between the hours of 2:30 p.m. and 5:30 p.m., for an 8-hour day, and up to 7:30 p.m. for a 10-hour day. The Evening Shift shall commence between the hours of 3:00 p.m. and 6:00 p.m., unless different times are necessitated by the Agency's phasing plans on specific projects. The Night Shift shall commence between the hours of 11:00 p.m. and 2:00 a.m.,

unless different times are necessitated by the Agency's phasing plans on specific projects. Subject to the foregoing, starting and quitting times shall occur at the Program Work site designated by the Contractor.

C. Scheduling - Except as provided above, Monday through Friday is the standard work week; 8 hours of work plus ½ hour unpaid lunch. Notwithstanding any other provision of this Agreement, a Contractor may, for renovation and rehabilitation projects only, schedule a four-day work week, 10 hours per day ("4/10") at straight time rates, plus a ½ hour unpaid lunch, at the commencement of the job.

D. Notice - Contractors shall provide not less than 5 days prior notice to the Local Union involved as to the work week and work hour schedules to be worked or such lesser notice as may be mutually agreed upon.

SECTION 2. OVERTIME

Overtime shall be paid for any work exceeding either (i) an employee's regularly scheduled work day, i.e., work over eight (8) hours in a day where 5/8s is scheduled, work over ten (10) hours in a day where 4/10s is scheduled, or work over seven (7) or seven and one half (7½) hours where such hours are scheduled pursuant to Article 12, section 1(A); or (ii) an employee's regularly scheduled work week, i.e., over forty (40) hours in a week, or over thirty five (35) or thirty seven and one-half (37 ½) where such hours are scheduled pursuant to Article 12, Section 1(A). Overtime shall be paid at time and one half (1½) Monday through Saturday. All overtime work performed on Sunday and Holidays will be paid pursuant to the applicable Schedule "A" CBA. There shall be no stacking or pyramiding of overtime pay under any circumstances. There will be no restriction upon the Contractor's scheduling of overtime or the nondiscriminatory designation of employees who shall be worked, including the use of employees, other than those who have

worked the regular or scheduled work week, at straight time rates. The Contractor shall have the right to schedule work so as to minimize overtime or schedule overtime as to some, but not all, of the crafts and whether or not of a continuous nature.

SECTION 3. SHIFTS

A. Flexible Schedules - Scheduling of shift work, including Saturday and Sunday work, shall be within the discretion of the Contractor in order to meet Program Work schedules and existing Program Work conditions including the minimization of interference with the mission of the Agency. It is not necessary to work a day shift in order to schedule a second or third shift, or a second shift in order to schedule a third shift, or to schedule all of the crafts when only certain crafts or employees are needed. Shifts must have prior approval of the Agency or Construction Manager and must be scheduled with not less than five workdays' notice to the Local Union or such lesser notice as may be mutually agreed upon.

B. Second and/or Third Shifts - The second shift shall start between 3 p.m. and 6 p.m. and the third shift shall start between 11 p.m. and 2 a.m., subject to different times necessitated by the Agency phasing plans on specific projects. There shall be no reduction in shift hour work. With respect to second and third shift work performed Monday—Friday on renovation and rehabilitation projects, there shall be a 5% shift premium, or the rate required by the applicable prevailing wage laws, whichever is less. With respect to second shift work performed Monday – Friday on new construction projects, there shall be a 10% shift premium, or the rate required by applicable prevailing wage laws, whichever is less. With respect to third shift work on work performed Monday – Friday on new construction projects, there shall be a 15% shift premium, or the rate required by applicable prevailing wage laws, whichever is less. No other premium or other payments for such work shall be required unless such work is in excess of the employee's regularly

scheduled work week, i.e., forty (40) hours in the week or thirty-five (35) or thirty-seven and one half (37 ½) pursuant to Article 12, Section 1(A). All employees within the same classification performing Program Work will be paid at the same wage rate regardless of the shift or work, subject only to the foregoing provisions.

C. Flexible Starting Times - Shift starting times will be adjusted by the Contractor as necessary to fulfill Program Work requirements subject to the notice requirements of paragraph A.

SECTION 4. HOLIDAYS

A. Schedule - There shall be nine (9) recognized holidays on the project:

New Year's Day	
Martin Luther King Day	President's Day
Memorial Day	Veteran's Day
Labor Day	Thanksgiving Day
Independence Day	Christmas Day

All said holidays shall be observed on the calendar date except those holidays which occur on Saturday shall be observed on the previous Friday and those that occur on Sunday shall be observed on the following Monday.

B. Payment - Regular holiday pay, if any, for work performed on such a PLA recognized holiday shall be in accordance with the applicable Schedule "A" for work performed on a holiday, even where the PLA holiday differs from the CBA holidays.

C. Exclusivity - No holidays other than those listed in Section 4(A) above shall be recognized or observed.

SECTION 5. MAKE-UP DAYS

When severe weather, power failure, fire or natural disaster or other similar circumstances beyond the control of the Contractor prevent work from being performed on a regularly scheduled weekday, the Contractor may schedule a Saturday make-up day (or Friday make-up day in the case of a 4/10 schedule) and such time shall be scheduled and paid as if performed on a weekday. Any other Saturday work shall be paid at time and one-half (1½). The Contractor shall notify the Local Union on the missed day or as soon thereafter as practicable if such a make-up day is to be worked.

SECTION 6. REPORTING PAY

A. Employees who report to the work location pursuant to their regular schedule and who are not provided with work shall be paid two hours reporting pay at straight time rates. An employee whose work is terminated early by a Contractor due to severe weather, power failure, fire or natural disaster of for similar circumstances beyond the Contractor's control, shall receive pay only for such time as is actually worked. In other instances, in which an employee's work is terminated early (unless provided otherwise elsewhere in this Agreement), the employee shall be paid for their full shift. Contractors shall not be permitted to call, text or email or voicemail employees in advance of their regularly scheduled shift starting time to avoid reporting pay. Notwithstanding the above, in the event that the National Weather Service issues a weather advisory for the area in which the work location is situated, and the entire project is shut down as a result of the Weather Advisory, the Contractor shall be permitted to speak to employees no less than four (4) hours in advance of their shift starting time, unless the Local Union consents to a shorter notice in writing, to advise them not to report to work due to the National Weather Service advisory, and employees who are so notified shall not receive two (2) hours reporting pay if they report to the work location. The Contractor shall make every effort to notify each employee

directly and confirm that notification has been received. Voice, text, and email messages left for employees without confirmation of delivery and receipt by employee do not constitute sufficient notice under this provision.

B. When an employee, who has completed their scheduled shift and left the Program Work site, is "called out" to perform special work of a casual, incidental or irregular nature, the employee shall receive overtime pay at the rate of time and one-half of the employee's straight time rate for hours actually worked.

C. When an employee leaves the job or work location of their own volition or is discharged for cause or is not working as a result of the Contractor's invocation of Section 7 below, they shall be paid only for the actual time worked.

D. Except as specifically set forth in this Article there shall be no premiums, bonuses, hazardous duty, high time or other special premium payments or reduction in shift hours of any kind.

E. There shall be no pay for time not actually worked except as specifically set forth in this Article and except where an applicable Schedule "A" CBA requires a full weeks' pay for forepersons.

SECTION 7. PAYMENT OF WAGES

A. Termination - Employees who are laid off or discharged for cause shall be paid in full for that which is due them at the time of termination. The Contractor shall also provide the employee with a written statement setting forth the date of layoff or discharge.

SECTION 8. EMERGENCY WORK SUSPENSION

A Contractor may, if considered necessary for the protection of life and/or safety of employees or others, suspend all or a portion of Program Work. In such instances, employees will

be paid for actual time worked, except that when a Contractor requests that employees remain at the job site available for work, employees will be paid for that time at their hourly rate of pay.

SECTION 9. INJURY/DISABILITY

An employee who, after commencing work, suffers a work-related injury or disability while performing work duties, shall receive no less than a full day's pay in accordance with the employee's regularly scheduled workday under Article 12, Section (1)(A). Further, the employee shall be rehired at such time as able to return to duties provided there is still Program Work available for which the employee is qualified and able to perform.

SECTION 10. TIME KEEPING

A Contractor may utilize systems to check employees in and out. Each employee must check in and out and sign a daily sign-in sheet, or other attendance methodology approved in writing by the Agency(s). The Contractor will provide adequate facilities for checking in and out in an expeditious manner.

SECTION 11. MEAL PERIOD

A Contractor shall schedule an unpaid period of not more than 1/2-hour duration at the work location between the 3rd and 5th hour of the scheduled shift. A Contractor may, for efficiency of operation, establish a schedule which coordinates the meal periods of two or more crafts, or which provides for staggered lunch periods within a craft or trade. If an employee is required to work through the meal period, the employee shall be compensated in a manner established in the applicable Schedule "A" CBA.

SECTION 12. BREAK PERIODS

There will be no rest periods, organized coffee breaks or other non-working time established during working hours. Individual coffee containers will be permitted at the employee's

work location. Where 4/10s are being worked, there shall be a morning and an afternoon coffee break.

ARTICLE 13 - APPRENTICES AND WORKFORCE DEVELOPMENT

SECTION 1. APPRENTICE RATIOS AND REFERRALS

A. Recognizing the need to maintain continuing supportive programs designed to develop adequate numbers of competent workers in the construction industry and to provide craft entry opportunities for minorities, women and economically disadvantaged non-minority males, Contractors will employ apprentices in their respective crafts to perform such work as is within their capabilities and which is customarily performed by the craft in which they are indentured. Contractors may utilize apprentices and such other appropriate classifications in the maximum ratio permitted by the New York State Department of Labor ("NYSDOL"), or the maximum allowed per trade. Apprentices and such other classifications as are appropriate shall be employed in a manner consistent with the provisions of the appropriate Schedule "A" CBA. The parties encourage, as an appropriate source of apprentice recruitment consistent with the rules and operations of the affiliated unions' apprentice-programs, the use of the Edward J. Malloy Initiative for Construction Skills, Non-Traditional Employment for Women, New York Helmets to Hardhats, and Pathways to Apprenticeship (P2A). Should a Contractor request that apprentices be provided for Program Work, the referring Local Union shall comply with that request so long as it is consistent with the maximum ratios permitted by NYSDOL. Where the Agency sets forth goals regarding Residence-Based Community Hire apprentices, the Contractor shall request such Residence-Based Community Hire apprentices from the Local Union so long as it is consistent with the maximum ratios permitted by NYSDOL.

SECTION 2. WORKFORCE DEVELOPMENT

A. The parties to this Agreement recognize the mutual interest in increasing training

and career opportunities for Residence-Based Community Hires. The parties are committed to (i) increasing opportunities for Residence-Based Community Hires in pre-apprenticeship and apprenticeship programs, and (ii) using the work opportunities provided by this Agreement to increase the career opportunities for qualified Residence-Based Community Hires, and (iii) assuring the continued availability of a skilled and qualified, readily available construction workforce for this program and future work.

B. Specifically, the parties have established an initiative entitled Community Hiring Construction Careers, which is an initiative to advance career opportunities for Residence-Based Community Hires.

C. The Community Hiring Construction Careers initiative will work with the Office of Talent and Workforce Development ("NYC Talent") and the City's Workforce1 Centers to recruit Residence-Based Community Hires interested in employment in the construction industry.

D. Community Hiring Construction Careers intends to capitalize on the work opportunities presented by this Agreement to create a pathway to career opportunities in the construction workforce. To this end the Community Hiring Construction Careers initiative includes a workforce goal of at least 30% of all hours worked under this Agreement, including by subcontractors pursuant to Article 3, Section 1(b)(12) and Article 4, Sections 2(B) and (C), to be worked by Residence-Based Community Hires. Where the Agency sets forth workforce goals in its solicitation, Contractors shall request Residence-Based Community Hires from the Local Unions to achieve the required workforce goal.

E. In order to encourage recruitment of new workers, Community Hiring Construction Careers has established a goal that at least 30% of all of those hours are to be worked

by apprentices who are Residence-Based Community Hires.

F. The Contractors and Unions agree to cooperate and participate in the implementation of Community Hiring Construction Careers to assist Residence-Based Community Hires with educational and training opportunities related to access to pre-apprenticeship, apprenticeship, and Program Work as set forth in this Agreement.

G. Reporting Requirements:

i. The Contractors shall report the residence zip code information on all certified payroll reports and any additional information regarding Residence-Based Community Hires that may be required by rule or law.

ii. The Local Unions, their referral systems, the affiliated pre-apprentice programs, and Contractors shall cooperate with any protocol developed for monitoring the Community Hiring Construction Careers initiative.

H. The City and BCTC agree that no less than annually, the LMC shall review the implementation of Community Hiring Construction Careers, as well as Residence-Based Community Hire opportunities afforded as a result of the initiative. The City and BCTC will collaborate to develop monitoring protocol for the purpose of measuring the success of Community Hiring Construction Careers. The City and BCTC may, on mutual consent, modify the goals, procedures and protocols, as necessary to afford continued opportunity to Residence-Based Community Hires.

I. To facilitate the commitments set forth in this Agreement, each Local Union shall designate a Community Hiring Construction Careers lead representative to work in partnership with NYC Talent to implement these workforce and apprenticeship provisions within the union

and across City construction contracts.

ARTICLE 14 - SAFETY PROTECTION OF PERSON AND PROPERTY

SECTION 1. SAFETY REQUIREMENTS

Each Contractor will ensure that applicable OSHA and safety requirements are at all times maintained on the Program Work site and the employees and Unions agree to cooperate fully with these efforts to the extent consistent with their rights and obligations under the law. Employees will cooperate with employer safety policies and will perform their work at all times in a safe manner and protect themselves and the property of the Contractor and Agency from injury or harm, to the extent consistent with their rights and obligations under the law. Failure to do so will be grounds for discipline, including discharge. The Construction Manager and/or Contractor may adopt, and the Unions shall agree to, the Drug and Alcohol Testing Policy attached as Schedule "B".

SECTION 2. CONTRACTOR RULES

Employees covered by this Agreement shall at all times be bound by the reasonable safety, security, and visitor rules as established by the Contractors and the Construction Manager for Program Work. Such rules will be published and posted in conspicuous places throughout the Program Work sites. Any site security and access policies established by the Construction Manager or General Contractor intended for specific application to the construction workforce for Program Work and that are not established pursuant to an Agency directive shall be implemented only after notice to the BCTC and its affiliates and an opportunity for negotiation and resolution by the Labor Management Committee.

SECTION 3. INSPECTIONS

The Contractors and Construction Manager retain the right to inspect incoming shipments of equipment, apparatus, machinery and construction materials of every kind.

ARTICLE 15 - TEMPORARY SERVICES

SECTION 1.

Temporary services, i.e. all temporary heat, climate control, water, power and light, shall only be required upon the determination of the Agency or Construction Manager, and when used shall be staffed and assigned to the appropriate trade(s) with jurisdiction. Temporary services shall be provided by the appropriate Contractors' existing employees during working hours in which a shift is scheduled for employees of the Contractor. The Agency or Construction Manager may determine the need for temporary services requirements during non-working hours, and when used shall be staffed and assigned to the appropriate trades(s), and which may be limited to one person per applicable trade where practicable. There shall be no stacking of trades on temporary services, provided this does not constitute a waiver of primary trade jurisdiction. In the event a temporary system component is claimed by multiple trades, the matter shall be resolved through the New York Plan for Jurisdictional Disputes.

ARTICLE 16 - NO DISCRIMINATION

SECTION 1. COOPERATIVE EFFORTS

The Contractors and Unions agree that they will not discriminate against any employee or applicant for employment because of creed, race, color, religion, sex, sexual orientation, national origin, marital status, citizenship status, disability, gender identity, age or any other status provided by law, in any manner prohibited by law or regulation.

SECTION 2. LANGUAGE OF AGREEMENT

Any words signifying any gender shall be interpreted to mean any or all gender identities.

ARTICLE 17 - GENERAL TERMS

SECTION 1. PROJECT RULES

A. The Construction Manager and the Contractors shall establish such reasonable Program Work rules that are not inconsistent with this Agreement or rules common in the industry and are reasonably related to the nature of work. These rules will be explained at the pre-job conference and posted at the Program Work sites and may be amended thereafter as necessary. Notice of amendments will be provided to the appropriate Local Union. Failure of an employee to observe these rules and regulations shall be grounds for discipline, including discharge. The fact that no order was posted prohibiting a certain type of misconduct shall not be a defense to an employee disciplined or discharged for such misconduct when the action taken is for cause.

B. The parties adopt and incorporate the BCTC's Standards of Excellence as annexed hereto as Exhibit "B".

SECTION 2. TOOLS OF THE TRADE

The welding/cutting torch and chain fall are tools of the trade having jurisdiction over the work performed. Employees using these tools shall perform any of the work of the trade. There shall be no restrictions on the emergency use of any tools or equipment by any qualified employee or on the use of any tools or equipment for the performance of work within the employee's jurisdiction.

SECTION 3. SUPERVISION

Employees shall work under the supervision of the craft foreperson or general foreperson.

SECTION 4. TRAVEL ALLOWANCES

There shall be no payments for travel expenses, travel time, subsistence allowance or other such reimbursements or special pay except as expressly set forth in this Agreement.

SECTION 5. FULL WORKDAY

Employees shall be at their work area at the starting time established by the Contractor, provided they are provided access to the work area. The signatories reaffirm their policy of a fair day's work for a fair day's wage.

SECTION 6. COOPERATION AND WAIVER

The Construction Manager, Contractors and the Unions will cooperate in seeking any NYSDOL, or any other government, approvals that may be needed for implementation of any terms of this Agreement. In addition, the Council, on their own behalf and on behalf of its participating affiliated Local Unions and their individual members, intend the provisions of this Agreement to control to the greatest extent permitted by law, notwithstanding contrary provisions of any applicable prevailing wage, or other, law and intend this Agreement to constitute a waiver of any such prevailing wage, or other, law to the greatest extent permissible only for work within the scope of this Agreement, including specifically, but not limited to those provisions relating to shift, night, and similar differentials and premiums. This Agreement does not, however, constitute a waiver or modification of the prevailing wage schedules applicable to work not covered by this Agreement.

ARTICLE 18 - SAVINGS AND SEPARABILITY

SECTION 1. THIS AGREEMENT

In the event that the application of any provision of this Agreement is enjoined, on either an interlocutory or permanent basis, or is otherwise determined to be in violation of law, or if such application may cause the loss of project funding or any New York State Labor Law exemption for all or any part of the Program Work, the provision or provisions involved (and/or its application to particular Program Work, as necessary) shall be rendered, temporarily or permanently, null and void, but where practicable the remainder of the Agreement shall remain in full force and effect to

the extent allowed by law (and to the extent no funding or exemption is lost), unless the part or parts so found to be in violation of law or to cause such loss are wholly inseparable from the remaining portions of the Agreement and/or are material to the purposes of the Agreement. In the event a court of competent jurisdiction finds any portion of the Agreement to trigger the foregoing, the parties will immediately enter into negotiations concerning the substance affected by such decision for the purpose of achieving conformity with the court determination and the intent of the parties hereto for contracts to be let in the future.

SECTION 2. THE BID SPECIFICATIONS

In the event that the Agency's (or Construction Manager's) bid specifications, or other action, requiring that a successful bidder (and subcontractor) become signatory to this Agreement is enjoined, on either an interlocutory or permanent basis, or is otherwise determined to be in violation of law, or may cause the loss of project funding or any New York State Labor Law exemption for all or any part of the Program Work, such requirement (and/or its application to particular Program Work, as necessary) shall be rendered, temporarily or permanently, null and void, but where practicable the Agreement shall remain in full force and effect to the extent allowed by law and to the extent no funding or exemption is lost. In such event, the Agreement shall remain in effect for contracts already bid and awarded or in construction only where the Agency and Contractor voluntarily accepts the Agreement. The parties will enter into negotiations as to modifications to the Agreement to reflect the court or other action taken and the intent of the parties for contracts to be let in the future.

SECTION 3. NON-LIABILITY

In the event of an occurrence referenced in Section 1 or Section 2 of this Article, neither the Agency, the Construction Manager, any Contractor, nor any Union shall be liable, directly or

indirectly, for any action taken, or not taken, to comply with any court order or injunction, other determination, or in order to maintain funding or a New York State Labor Law exemption for Program Work. Bid specifications will be issued in conformance with court orders then in effect and no retroactive payments or other action will be required if the original court determination is ultimately reversed.

SECTION 4. NON-WAIVER

Nothing in this Article shall be construed as waiving the prohibitions of Article 7 as to signatory Contractors and signatory Unions.

ARTICLE 19 - FUTURE CHANGES IN SCHEDULE "A" AREA CONTRACTS

SECTION 1. CHANGES TO AREA CONTRACTS

A. Schedule "A" to this Agreement shall continue in full force and effect until the Contractor and/or Union parties to the Area CBAs that are the basis for the Schedule "A" notify the Mayor's Office of Contract Services ("MOCS"), Agency and Construction Manager in writing by providing a copy of the updated CBA(s) incorporating the changes agreed to in that Area CBA which are applicable to work covered by this Agreement and their effective dates.

B. It is agreed that any provisions negotiated into Schedule "A" CBAs will not apply to work under this Agreement if such provisions are less favorable to those uniformly required of contractors for construction work normally covered by those agreements; nor shall any provision be recognized or applied on Program Work if it may be construed to apply exclusively, or predominantly, to work covered by this Agreement.

C. Any disagreement between signatories to this Agreement over the incorporation into Schedule "A" of provisions agreed upon in the renegotiation of Area CBAs shall be resolved in accordance with the procedure set forth in Article 9 of this Agreement.

SECTION 2. LABOR DISPUTES DURING AREA CONTRACT NEGOTIATIONS

The Unions agree that there will be no strikes, work stoppages, sympathy actions, picketing, slowdowns or other disruptive activity or other violations of Article 7 affecting the Program Work by any Local Union involved in the renegotiation of Area Local CBAs nor shall there be any lock-out on such Program Work affecting a Local Union during the course of such renegotiations.

ARTICLE 20 - WORKERS' COMPENSATION ADR

SECTION 1.

A. An Alternative Dispute Resolution ("ADR") program may be instituted by a Contractor and participation in such an ADR program will be optional by trade.

B. The BCTC acknowledges that there may be some instances where an Agency seeks to institute an ADR program for disputes regarding Workers' Compensation claims for work performed under certain Contracts performed under this Agreement. Where an Agency seeks to utilize an ADR program for a project it shall notify the BCTC and the BCTC and the City shall enter into negotiations over the terms and conditions of such ADR program. No such program shall be instituted without the full and complete agreement of the BCTC, and the City, including the applicable Agency. If an ADR program is agreed to by the BCTC and the City, including the applicable Agency, for a project performed under this Agreement, all Contractors shall require their employees to participate.

ARTICLE 21 - HELMETS TO HARDHATS

SECTION 1.

The Contractors and the Unions recognize a desire to facilitate the entry into the building and construction trades of veterans who are interested in careers in the building and construction industry. The Contractors and Unions agree to utilize the services of the New York City Helmets

to Hardhats Program ("H2H") to serve as a resource for preliminary orientation, assessment of construction aptitude, referral to apprenticeship programs or hiring halls, counseling and mentoring, support network, employment opportunities and other needs as identified by the parties.

SECTION 2.

The Unions and Contractors agree to coordinate with H2H to create and maintain an integrated database of veterans interested in working on this project and of apprenticeship and employment opportunities for this project. To the extent permitted by law, the Unions will give credit to such veterans for bona fide, provable past experience.

[THIS SPACE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF the parties have caused this Agreement to be executed and effective as of the ___ day of_____, _____.

FOR BUILDING AND CONSTRUCTION TRADES COUNCIL OF GREATER NEW YORK AND VICINITY

BY: _____
Gary LaBarbera
President

FOR NEW YORK CITY

BY: _____
First Deputy Mayor
Randy Mastro

APPROVED AS TO FORM:

KF

_____
ACTING CORPORATION COUNSEL NEW YORK CITY

Date: 11/5/2025

LIST OF SIGNATORY UNIONS
International Brotherhood of Boilermakers, Iron Ship Builders, Blacksmiths, Forgers and Helpers, AFL-CIO, Local Lodge No.5
Bricklayers and Allied Craftworkers, Local Union No. 1
Building Concrete & Excavating Laborers, Local Union No. 731
N.Y.C. and Vicinity District Council of Carpenters
Cement Masons, Local Union No. 780
Concrete Workers District Council No. 16
Asbestos, Lead & Hazardous Waste, Laborers Local Union No. 78
Construction & General Building Laborers Local Union No. 79
Derrickmen and Riggers Local Union No. 197
International Brotherhood of Electrical Workers, Local Union No. 3
International Union of Elevator Constructors, Local Union No. 1
Heat & Frost Insulators & Allied Workers, Local Union No. 12
Heat & Frost Insulators & Allied Workers, Local Union No. 12A
Pavers & Road Builders, Laborers Local Union No. 1010
New York State Iron Workers District Council
Structural Iron Workers, Local Union No. 40
Structural Iron Workers, Local Union No. 361
Mason Tenders District Council
Metallic Lathers & Reinforcing Ironworkers, Local No. 46
Ornamental Iron Workers, Local Union No. 580
Glaziers No. 1087, District Council 9
Painters, District Council No. 9
Metal Polishers, Local Union No. 8A-28A; District Council No. 9
Drywall Tapers Local Union No 1974, District Council 9
Bridge & Structural Steel Painters, Local Union No. 806, District Council 9
Operative Plasterers Local Union No. 262
UA Plumbers Local Union No. 1
Private Sanitation, Teamsters Local Union No. 813
Roofers & Waterproofers, Local Union No. 8
Sheet Metal Workers, Local Union No. 28
Sheet Metal Workers, Local Union No. 137
UA Steamfitters, Local Union No. 638
Teamsters, Local Union No. 282
Tile, Marble & Terrazzo, B.A.C. Local Union No. 7

SCHEDULE "A" - CBAS

Union	Current Agreement w/
Architectural and Ornamental Iron Workers Local Union 580, AFL-CIO	Allied Building Metal Industries, Inc.
Building, Concrete, Excavating & Common Laborers Local 731	Independent
Building, Concrete, Excavating & Common Laborers Local 731	Members of the General Contractors Association of New York, Inc.
Bricklayers Local 1 of the International Union of Bricklayers and Allied Craftworkers	Independent
District Council No. 9, I.U.P.A.T Glaziers Local 1087	Window and Plate Glass Dealers Association
Drywall Tapers and Painters Local 1974, affiliated with International Union of Painters & Allied Trades and Drywall Taping Contractor's Association & Association of Wall-Ceiling & Carpentry Industries NY, Inc.	Independent
Enterprise Association of Steamfitters and Apprentices Local 638	Mechanical Contractors Association of NY, Inc.
Enterprise Association of Steamfitters and Apprentices Local 638	Independent
Elevator Constructors Local 1 of NY and NJ	ThyssenKrupp Elevator Corporation
Elevator Constructors Local 1 of NY and NJ	Independent
Highway Road and Street Laborers Local Union 1010 of the District Council of Pavers and Road Builders of the Laborers' International Union of North America AFL-CIO	Independent
Highway Road and Street Laborers Local Union 1010 of the District Council of Pavers and Road Builders of the Laborers' International Union of North America AFL-CIO	Member of the General Contractors Association of New York, Inc.
International Association of Heat and Frost Insulators and Allied Workers Local No. 12 of New York City	Independent

International Association of Heat and Frost Insulators and Allied Workers Local No. 12 of New York City	The Insulation Contractors Association of New York City, Inc.
International Association of Heat and Frost Insulators and Allied Workers Local No. 12A of New York City	Independent
International Association of Heat and Frost Insulators and Allied Workers Local No. 12A of New York City	Environmental Contractors Association, Inc.
International Brotherhood of Boilermakers, Iron Ship Builders, Blacksmiths, Forgers and Helpers, AFL-CIO, Local Lodge No. 5	Boilermakers Association of Greater New York
Local Union No. 3 International Brotherhood of Electrical Workers, AFL-CIO	New York Electrical Contractors Association
International Brotherhood of Teamsters, Local 282, High Rise Contract	Building Contractors Association & Independents
International Brotherhood of Teamsters, Local 282, High Rise Contract	General Contractors Association
Local 46 Metallic Lathers Union and Reinforcing Iron Workers of NY and Vicinity of the International Association of Bridge, Structural, Ornamental and Reinforcing Iron Workers	General Contractors Association
Local 46 Metallic Lathers Union and Reinforcing Iron Workers of NY and Vicinity of the International Association of Bridge, Structural, Ornamental and Reinforcing Iron Workers	Independent
Local 8 Roofers, Waterproofers & Allied Workers	Roofing and Waterproofing Contractors Association of New York and Vicinity
Local Union 1 of the United Association of Journeymen and Apprentices of the Pipe Fitting Industry of the United States and Canada	Association of Contracting Plumbers of the City of New York
Local Union 1 of the United Association of Journeymen and Apprentices of the Pipe Fitting Industry of the United States and Canada	Independent
Local Union Number 40 & 361 of Bridge, Structural Ornamental and Reinforcing Iron Workers AFL-CIO	Independent

Mason Tenders DC & Laborers' International Union – Local 78 & 79	Building Contractors Association
Mason Tenders DC & Laborers' International Union – Local 78 & 79	Interior Demolition Contractors Association
Mason Tenders DC & Laborers' International Union – Local 78 & 79	Independent
Mason Tenders DC & Laborers' International Union – Local 78 & 79	NYCDCA
Mason Tenders DC & Laborers' International Union – Local 78 & 79	Environmental Contractors Association
Mason Tenders DC & Laborers' International Union – Local 78 & 79	ABMC
Operative Plasterers' and Cement Masons' International Association Local No. 262	Independent
Painters and Allied Trades AFL-CIO, District Council No. 9 (Painting and Protective Coatings CBA)	Independent
Painters and Allied Trades AFL-CIO, District Council No. 9 (Painting and Protective Coatings CBA)	The Association of Master Painters & Decorators of NY, Inc. and The Association of Wall, Ceiling & Carpentry Industries of NY, Inc. and The Window and Plate Glass Dealers Association
Sheet Metal Workers' International Association, Local 28	Sheet Metal & Air Conditioning Contractors Association of New York City, Inc.
Sheet Metal Workers' International Association, Local 137	The Greater New York Sign Association
Structural Steel and Bridge Painters Local 806, DC 9 International Union of Painters and Allied Trades, AFL-CIO	New York Structural Steel Painting Contractors Association
Teamsters Local 813	Independent
Teamsters Local 813	IESI NY Corporation
The Cement Masons' Union, Local 780	Cement League
The District Council of Cement and Concrete Workers (comprised of Local 6A; Local 18A and Local 20)	Cement League

The District Council of Cement and Concrete Workers (comprised of Local 6A; Local 18A and Local 20)	Independent
The District Council of New York City and Vicinity of the United Brotherhood of Carpenters and Joiners of America for Heavy Carpenters	GCA
The District Council of New York City and Vicinity of the United Brotherhood of Carpenters and Joiners of America for Dockbuilders Local No. 1556	Concrete Contractors of NY
The District Council of New York City and Vicinity of the United Brotherhood of Carpenters and Joiners of America for Dockbuilders Local 1556	Independent
The District Council of New York City and Vicinity of the United Brotherhood of Carpenters and Joiners of America for Millwright Local 740	Independent
The District Council of New York City and Vicinity of the United Brotherhood of Carpenters and Joiners of America for Timbermen Local 1556	Independent
The District Council of New York City and Vicinity of the United Brotherhood of Carpenters and Joiners of America for Timbermen Local 1556	GCA
The District Council of New York City and Vicinity of the United Brotherhood of Carpenters and Joiners of America for Heavy Carpenters	Independent
The District Council of New York City and Vicinity of the United Brotherhood of Carpenters and Joiners of America for Carpenters	Manufacturing Woodworkers Association of Greater New York Incorporated
The District Council of New York City and Vicinity of the United Brotherhood of Carpenters and Joiners of America	The Hoisting Trade Association of New York, Inc.
The District Council of New York City and Vicinity of the United Brotherhood of Carpenters and Joiners of America	The Test Boring Association
The District Council of New York City and Vicinity of the United Brotherhood of Carpenters and Joiners of America	Building Contractors Association

The District Council of New York City and Vicinity of the United Brotherhood of Carpenters and Joiners of America	The Association of Wall-Ceiling & Carpentry Industries of New York, Incorporated
The District Council of New York City and Vicinity of the United Brotherhood of Carpenters and Joiners	The Cement League
The District Council of NYC and Vicinity of the United Brotherhood of Carpenters and Joiners of America	New York City Millwright Association
The District Council of New York City and Vicinity of the United Brotherhood of Carpenters and Joiners	Greater New York Floor Covering Association
The District Council of New York City and Vicinity of the United Brotherhood of Carpenters and Joiners of America for Carpenters	Association of Architectural Metal & Glass
The District Council of New York City and Vicinity of the United Brotherhood of Carpenters and Joiners of America for Carpenters	Concrete Contractors of NY
The District Council of New York City and Vicinity of the United Brotherhood of Carpenters and Joiners of America for Building Construction Carpenters	Independent
The District Council of New York City and Vicinity of the United Brotherhood of Carpenters and Joiners of America for Local 2287	Independent
The District Council of New York City and Vicinity of the United Brotherhood of Carpenters and Joiners of America for Shop Carpenters	Independent
The Tile Setters and Tile Finishers Union of New York and New Jersey, Local 7 of the International Bricklayers and Allied Craftworkers	The Greater New York and New Jersey Contractors Association
United Derrickmen & Riggers Association, Local 197 of NY, LI, Westchester & Vicinity	Contracting Stonesetters Association Inc.
United Derrickmen & Riggers Association Local 197 of NY, LI, Westchester and Vicinity	Building Stone and Pre-cast Contractors Association

Exhibit A

Project Labor Agreement - Letter of Assent

Dear: _____

The undersigned party confirms that it agrees to be a party to and be bound by the New York Agency, Project Labor Agreement as such Agreement may, from time to time, be amended by the parties or interpreted pursuant to its terms. The terms of the Project Labor Agreement, its Schedules, Addenda and Exhibits are hereby incorporated by reference herein.

The undersigned, as a Contractor or Subcontractor (hereinafter Contractor) on the Project known as the 2025 NYC Agency Citywide Renovation & New Construction PLA and located at _____ (hereinafter PROJECT), for and in consideration of the award to it of a contract to perform work on said PROJECT, and in further consideration of the mutual promises made in the Project Labor Agreement, a copy of which was received and is acknowledged, hereby:

(1) Accepts and agrees to be bound by the terms and conditions of the Agreement, together with any and all schedules; amendments and supplements now existing or which are later made thereto:

(2) Agrees to be bound by the legally established collective bargaining agreements; local trust agreements for employee benefit funds; and trust documents for joint apprentice programs as well as apprentice program rules and procedures but only to the extent of Program Work and as required by the PLA.

(3) Authorizes the parties to such local trust agreements to appoint trustees and successor trustees to administer the trust funds and hereby ratifies and accepts the trustees so appointed as if made by the Contractor but only to the extent of Program Work as required by the PLA.

(4) Certifies that it has no commitments or agreements that would preclude its full and complete compliance with the terms and conditions of said Agreement. The Contractor agrees to employ labor that can work in harmony with all other labor on the Project and shall require labor harmony from every lower tier subcontractor it has engaged or may engage to work on the Project. Labor harmony disputes/issues shall be subject to the Labor Management Committee provisions.

(5) Agrees to secure from any Contractor(s) (as defined in said Agreement) which is or becomes a Subcontractor (of any tier), to it, a duly executed Agreement to be Bound in from identical to this document.

Provide description of the Work, identify craft jurisdiction(s) and all contract numbers below:

Local Union: _____

Description of Work: _____

_____

Contract Number(s): _____

Dated: _____

_____
(Name of Contractor or Subcontractor)

_____
(Name of CM; GC; Contractor or Higher Level Subcontractor)

_____
(Authorized Officer & Title)

_____
(Address)

_____
(Signature)

_____
(Phone) (Fax)

Contractor's State License #_____

Sworn to before me this
____ day of _____,

_____
Notary Public

Exhibit B

NEW YORK CITY BUILDING AND CONSTRUCTION TRADES COUNCIL STANDARDS OF EXCELLENCE

The purpose of this Standard of Excellence is to reinforce the pride of every construction worker and the commitment to be the most skilled, most productive and safest workforce available to construction employers and users in the City of New York. It is the commitment of every affiliated local union to use our training and skills to produce the highest quality work and to exercise safe and productive work practices.

The rank and file members represented by the affiliated local unions acknowledge and adopt the following standards:

- ***Provide a full day's work for a full days pay;***
- ***Safely work towards the timely completion of the job;***
- ***Arrive to work on time and work until the contractual quitting time;***
- ***Adhere to contractual lunch and break times;***
- ***Promote a drug and alcohol free work site;***
- ***Work in accordance with all applicable safety rules and procedures;***
- ***Allow union representatives to handle job site disputes and grievances without resort to slowdowns, or unlawful job disruptions;***
- ***Respect management directives that are safe, reasonable and legitimate;***
- ***Respect the rights of co-workers;***
- ***Respect the property rights of the owner, management and contractors.***

The Unions affiliated with the New York City Building and Construction Trades Council will expect the signatory contractors to safely and efficiently manage their jobs and the unions see this as a corresponding obligation of the contractors under this Standard of Excellence. The affiliated unions will expect the following from its signatory contractors:

- ***Management adherence to the collective bargaining agreements;***
- ***Communication and cooperation with the trade foremen and stewards;***
- ***Efficient, safe and sanitary management of the job site;***
- ***Efficient job scheduling to mitigate and minimize unproductive time;***
- ***Efficient and adequate staffing by properly trained employees by trade;***
- ***Efficient delivery schedules and availability of equipment and tools to ensure efficient job progress;***
- ***Ensure proper blueprints, specifications and layout instructions and material are available in a timely manner***
- ***Promote job site dispute resolution and leadership skills to mitigate such disputes;***
- ***Treatment of all employees in a respectful and dignified manner acknowledging their contributions to a successful project.***

The affiliated unions and their signatory contractors shall ensure that both the rank and file members and the management staff shall be properly trained in the obligations undertaken in the Standard of Excellence.

Exhibit "C" – Community Hiring Construction Careers

Non-exhaustive list of ZIP codes where at least 15% of the population lives below the federal poverty threshold (ZIP codes within ~100 mile radius of NYC)

Zip Code	State	County

The Office of Community Hiring and Workforce Development maintains and publishes the list of Economically Disadvantaged Regions in accordance with Section 3502(b) of the New York City Charter. The list of Economically Disadvantaged Regions within a 100-mi. radius of the city, in a format similar to the above, will be provided for each fiscal year.

EXHIBIT "D" – Centrifuge Division of Labor Document

Division of Labor DEP Centrifuge Contract

BLACK= Union Millwright

RED= Centrifuge Technicians

I. Scheduled Preventative Maintenance of The Centrifuge System

1. Preliminary centrifuge monitoring, operation and readings before scheduled PM

i. As part of the centrifuge system evaluation to produce a PM report and while still in operation, take vibration, temperature readings, monitor torque and back-drive conditions prior to shutdown of the centrifuge system. In addition, evaluate the operation and condition of the pneumatic knife gate and cake cross conveyor. Queries are made with plant operations and maintenance staff asking for a history with operation of the system, mechanical, electrical and issues of the centrifuge system in general.

ii. If necessary, based on the results of monitoring differential while process sludge, a pressure test is performed on the Rexroth hydraulic pump and or the Rotodiff hydraulic motor to determine if there are internal mechanical issues that require replacement of said components

2. Remove and prepare rotating assembly for yearly maintenance

i. Shut down centrifuge system and coordinate with the owner for lock out tag out of system

ii. Remove belt guards and frame case top

iii. Remove hoses, drive belts and disconnect RTD wiring associated with the rotating assembly Remove the Rotodiff (hydraulic motor)

iv. Remove the rotating assembly from the base using overhead crane

3. Disassembly/Assembly of the rotating assembly:

i. Remove the liquid headwall

ii. Remove the scroll

iii. Mechanical de-scaling of rotating assembly rotor, headwall and scroll with a needle gun.

iv. Inspect all components. Check critical dimensions with instruments and verify to print key components or components that appear worn and or damaged.

v. Inspect internal bowl strips that run the length of the bowl. Change bushings wear liners & wear shoes. If necessary, remove the bowl strip welds with a grinder and weld new strips. Weld minor repairs on scroll when necessary. If necessary, repair the hard-face protection on the conveyor blades with addition of hard surface. Clean return tubes on the conveyor.

vi. Replace o-rings, seals and scroll bearings. Bearings are installed using factory procedure that specifies heat tolerances for bearing inner race and proper placement of bearing race on fit surfaces.

vii. Prime paint bare steel components

viii. Assemble and check stack-up dimension of scroll bearings
ix. Install scroll into outer bowl assembly using conveyor extractor tool, overhead crane.
x. Check conveyor stack-up dimension
xi. Assemble headwall
xii. Check for scroll clearance by rotating scroll with spline shaft
xiii. Install stellite wear shoes with epoxy adhesive.

4. **Service and repair of centrifuge frame top and bottom**
   i. Scrape process material from frame bottom and top
   ii. Mechanical de-scaling of the inside frame bottom and top using a needle gun
   iii. If required, welding repair panels on the outer and internal portions of the frame top and bottom. Also, replacing baffles with stainless steel baffles; requiring flame burning off old baffles, grinding to fit and welding new baffles
   iv. Checking case bottom threaded holes and repairing with thread inserts
   v. Painting case top and bottom: prime and applying two part epoxy paint

5. **Back –Drive and Main Bearing Lubrication System Maintenance**
   i. Drain back-drive oil and bearing lubrication oil reservoirs
   ii. Scrape clean reservoirs internally
   iii. When required, replace heat exchangers, dials, solenoids or fittings
   iv. Replace filters
   v. When required, replace hoses
   vi. Replenish reservoirs with new oil

6. **Service main drive and back-drive motors**
   a) Remove covers and clean cooling fan
   b) Check run-out and condition of drive end bearing on the main drive motor. If there is an internal problem with the motor, it is sent to a motor repair center for service.
   c) Grease bearings
   d) Check condition of bearing RTD and replace if necessary

7. **Service the Voith fluid coupling**
   i. Clean fluid coupling exterior surface
   ii. Drain and change the ATF fluid. Inspect condition of the drained fluid for possible internal mechanical issues.
   iii. Remove the fluid coupling with a factory pulling device from the main drive motor shaft.
   iv. Remove the sheave and bearing housing from the fluid coupling.
   v. Remove the old grease from the bearing housing, clean the bearing with rags and solvent.
   vi. Repack the bearing housing with grease
   vii. Install the fluid coupling on the motor shaft
   viii. Replenish fluid to the factory level.
   ix. Verify the Voith BTS proximity sensor gap. Adjust necessary
   x. Verify the milliamp signal at the BTS junction box terminal. Adjust the gap accordingly to bring the milliamp reading to factory specifications. If this adjustment cannot be done to

bring it to factory specification, then the switching element and or the initiator may have to be replaced.

8. **After evaluation, and when necessary, rebuild the pneumatic knife gate**
   i. Assemble custom scaffolding under the centrifuge on the lower level
   ii. Disassemble all knife gate components
   iii. Replace all components
   iv. Test operation of knife gate and adjust if necessary

9. **After evaluation, and when necessary, rebuild the cake cross conveyor system**
   i. Assemble staging and scaffolding
   ii. Disassemble all cross conveyor components
   iii. Replace all mechanical and electrical components
   iv. Check electrical and pneumatic connections
   v. Test operation of cross conveyor in manual mode, troubleshoot and adjust if necessary
   vi. Verify operation of cross conveyor while the centrifuge produces cake.

10. **After evaluation, and when necessary, replace the hydraulic pump and or the Roto-diff hydraulic motor**
   i. Remove the components: hydraulic pump and or Rotodiff
   ii. Install the hydraulic pump: check drive alignment, test units and adjust for mechanical base RPM and squash plate indicator. Verify by monitoring the Viscotherm differential indicator. Also, the RPM can be monitored and checked by verifying the pulse count on the Viscotherm 400 card.
   iii. Install the Rotodiff: torque to specification, verify rotation plate position, and use a dial indicator to verify factory specifications for eccentricity. Shim accordingly if needed to adjust the eccentricity to factory specifications.

11. **Install rotating assembly on centrifuge frame**

   i. Wipe down main bearing machined surface with solvent. Use a honing stone to remove high spots on the machines surface.
   ii. Prepare the frame machined portion that accepts the pillow blocks; wipe down machined surface with solvent. Use a honing stone to remove high spots on the machines surface.
   iii. Rig the rotating assembly for lifting and lowering with slings and a factory spreader lifting device – making sure that the rotating assembly is precisely balanced horizontally. Lower the rotating assembly on the centrifuge frame.
   iv. Center the rotating assembly so there is proper clearance for the frame baffles.
   v. Perform a preliminary check of the main bearing alignment using double dial indicators, 180 degrees apart. Check for alignment at the 9 & 3 o'clock positions and at the 12 & six o'clock positions. All alignments must be within factory specifications.
   vi. Torque the main bearing fasteners to factory specifications using a torque multiplier.
   vii. Check the rotating assembly stem run-out for eccentricity using a dial indicator. Note and record the readings.

viii. Install the sheave and gear flange; Heat the components to 275 degrees making sure not to overheat the components. Install fasteners to factory torque specifications.
ix. Install the main drive belts
x. Verify alignment of the motor sheave to rotating sheave alignment. Adjust the motor base as necessary to align the sheaves.
xi. Install the Rotodiff as outlined previously
xii. Grease the internal scroll bearings. Purge the grease until all traces of air bubbles are eliminated.
xiii. Inspect the Rotodiff and belt guards. If cracked, bevel-grind the crack area and weld with a MIG welder. Paint the guards with safety yellow.
xiv. Flush the supply and return lines of the main bearing lubrication system.
xv. Terminate wires for the main bearing RTD
xvi. Run the back-drive on local (manual) to ensure that the hydraulic pump is primed. Prime the pump if necessary.

12. Test the centrifuge system.

In addition to testing the mechanical and electrical components as a centrifuge system, this portion of the scheduled PM work entails monitoring, evaluation, and adjustment of the centrifuge system components which is an Andritz specific, technical process. This process will produce de-watered municipal sludge to exacting specifications in: cake dryness, capture of solids and polymer dose.

i. Remove the electrical and mechanical lock-out tag-outs.
ii. Verify the centrifuge control panel powers up correctly, verify electrical components conditions:
    I. Verify that the PLC processor board does not have a fault condition
    II. Verify that there are LED indications of both the input and out modules of the PLC
    III. Press the "test light" button to acknowledge all indicator lamps work
    IV. Verify that the proportional amplifier card of the Viscotherm controller does not have fault indications
    V. Verify that there is bar, bowl rpm & differential indication of the Viscotherm controller
    VI. Verify that the main bearing temperature and vibration monitor are reading ambient temperature and zero in/sec respectively. If necessary, calibrate the instrument with a 4-20 milliamp signal generator to factory specifications.
    VII. Verify that there are no fault indications present of the PLC *(if so, troubleshoot the cause of the fault – see Service, diagnostic section)*
    VIII. Verify that there are no fault conditions on the main drive monitor screen – Eaton MP-3000. *(if so, troubleshoot the cause of the fault – see Service, diagnostic section).*
iii. Start and test the centrifuge system:
    I. Monitor and verify operation of the main drive bearing lubrication panel:

- Check flow to each bearing, adjust to factory specifications
- Purge air from the system by switching filters
- Check pressure of the oil flow to verify that it is within factory specification

II. Monitor and verify operation of the back-drive system.
   - Verify that the Viscotherm controller displays the minimum differential as adjusted in the hydraulic pump replacement section.
   - Check for unusual noises, vibration and leaks.

III. Monitor and verify the time to achieve the full speed of the bowl.
   - The time to full speed is determined by the Voith fluid coupling ATF level. If necessary, shut down the centrifuge system and adjust the TF level accordingly to increase or decrease the time to full bowl speed.
   - Monitor the main drive motor amperage and bearing temperature.

IV. Monitor the rotating assembly main bearing temperature and centrifuge vibration. Allow the unit to reach full operating temperature and begin vibration readings of the centrifuge frame and rotating assembly. These readings are then taken with flush water and then while sludge is fed into the centrifuge. Readings are taken with factory authorized vibration instruments:
   - Observe and record horizontal readings of the frame at the centrifuge frame vibration switch, axially at the main drive bearing pillow block, horizontal and vertical readings of the main bearing pillow block. Panel vibration readings are also recorded.

V. In conjunction with DEP operations, the centrifuge is then fed polymer and sludge to begin dewatering operations of sludge.
   - The polymer and sludge pump flows are monitored for proper flow and operation. If a polymer or sludge feed alarm is present during this portion of testing, then the centrifuge system is diagnosed for issues with wiring or component failure. If necessary, and as an aide to troubleshoot an alarm, the PLC program is monitored using PLC factory application software and a laptop computer plugged into the PLC.
   - The Viscotherm controller is then monitored for: bowl speed, bar pressure and differential. Differential monitoring is simultaneously checked with bar pressure to ensure that the back-drive system is working correctly under automatic control. If necessary, there may have to be adjustments made with the: squash plate indicator, base mechanical speed of the hydraulic pump, electronic base speed of the analog 500 card, boost pressure and base speed. While the Viscotherm controller is in auto control, the 600 card is the adjusted for ramp up speed and base differential.
   - The bar pressure/torque on automatic control is then adjusted to produce the driest cake possible while using the lowest amount of polymer and still have acceptable solids in the effluent stream. In

addition to this, adjustments in sludge flow and or polymer flow may have to be adjusted to achieve the desired product cake dryness and or effluent capture of solids.

iv. The centrifuge is released to DEP operations for operation. The scheduled preventative maintenance is completed with a full report and recorded readings. This is followed by completion of the DEP issued work orders entailing recorded work hours and an itemized list of parts installed.

II. Service and repair of the centrifuge system: Mechanical and Electrical

Mechanical repair and or corrective action of the centrifuge system: including the centrifuge rotating assembly, centrifuge frame and cover, back-drive system, lube oil panel system, Voith fluid coupling, pneumatic knife gate and cross conveyor

I. Diagnose, inspect, repair or replace defective mechanical components of the centrifuge system or component systems
II. Perform a visual inspection of the failed or failing component while in operation or if necessary, remove and inspect. If necessary, refer to a factory print to verify that critical dimensions are within tolerance. Replace or repair the component as necessary.
III. If applicable, repair the component or part that may include weld repairs but limited to machining. If machining is necessary, the component would have to be sent to our service center for machining.

Electrical repair of the centrifuge system: including centrifuge system control panel components, motor starter panel components, back-drive system electrical components, lube oil panel system electrical components, Voith BTS circuit, pneumatic knife gate electrical components and cross conveyor electrical components.

I. Monitor, diagnose, troubleshoot electrical and software issues of the centrifuge system using electrical prints. Replace components as required to repair the electrical issue. When required, make adjustments and or calibrate sub components as specified by individual manufacturers; e.g. Viscotherm 500, 600 cards. Red Lion frequency converters, Newport Digital Displays, Voith BTS circuit, etc.

- When required, monitor the PLC program while the centrifuge system is in operation to determine, on a program level, if there is a problem with field devices or the program itself. There are two PLC systems currently in use at NYC DEP centrifuge system installation: Siemens TI Soft Rockwell Automation RS Logix 5000. This requires the licensed program, the application software, a laptop

computer; factory wired serial port connectors and a computer port adapter. Competent knowledge of the PLC application software and basic programming knowledge is necessary for this portion of the electrical diagnostics. In addition and when necessary, downloading of the program software may be necessary if the loaded program was deleted.

III. Evaluation, diagnostics and remedy of process performance as it relates to the centrifuge system

1. Evaluation to determine if the centrifuge system or sludge process conditions will need changes to produce require cake dryness and or solids capture in the effluent stream. In some instances, diagnose total upset in dewatering.

i. Query DEP operations to determine if there is an upset in process condition: e.g. polymer solution makeup, stratification of sludge holding tanks that would allow supernatant to be fed into the centrifuge (low feed solids), etc.

ii. If process conditions are within normal plant parameters, determine if the centrifuge system has to be diagnosed:

   I. Monitor the Viscotherm controller to evaluate minimum differential and regulation of the back-drive.
      - Determine if there is a mechanical or electrical issue with the regulation of the back-drive while under automatic control
      - If electrical, determine if the problem is with the proportional amplifier or with the automatic card, 600.
      - Verify proper adjustment of the squash plate indicator and mechanical base differential of the hydraulic pump.

   II. If a mechanical issue is suspected with regulation of the back-drive, perform a factory pressure test of the hydraulic pump and or Rotodiff. Replace component/s if necessary

iii. Determine if there is a regulation issue with sludge feed and or polymer feed.

   I. Adjust the Siemens PID process controller for sludge feed and or polymer feed. If necessary, replace the controller

iv. Monitor process conditions after adjustments and or replacement of components to determine if cake dryness and or effluent solids capture are acceptable.

Rig rotating assembly onto flatbed truck from centrifuge room floor.
Rig rotating assembly off of flatbed truck onto centrifuge room floor.

SCHEDULE "B" - DRUG AND ALCOHOL POLICY

PREAMBLE

WHEREAS, [CONSTRUCTION MANAGER] ("Construction Manager"), for the construction project located at [PROJECT ADDRESS] ("Project") desires to provide for a safe, drug and alcohol-free work site for the Project;

WHEREAS, the parties have entered into a separate Project Labor Agreement for the Project and have agreed to negotiate in good faith a Project Drug & Alcohol Testing Policy;

WHEREAS, this Testing Policy is collectively negotiated between the Construction Manager and the New York City Building and Construction Trades Council ("Council") (the Construction Manager and BCTC are collectively referred to hereafter as the "Parties");

WHEREAS, the Parties each currently have respective drug and alcohol policies, including the Projects' Zero-Tolerance policy;

WHEREAS, the Parties desire to maximize project safety conditions for the Project personnel and public, as well as deter violations of the Parties' respective drug and alcohol policies;

NOW, THEREFORE, the Parties agree to this Policy as of the date hereof,

ARTICLE 1 - PARTIES

This Drug & Alcohol Testing Policy ("Policy") is hereby established by the Construction Manager and the Council, on behalf of itself and its affiliated local union members, and the signatory local unions on behalf of themselves and their members.

ARTICLE 2-GENERAL CONDITIONS

SECTION 2.1 - SUMMARY

In order to reinforce the Parties' respective drug and alcohol policies, including the Projects' zero tolerance policy regarding the prohibition of the use of drugs and alcohol, and to deter Project personnel from violating those policies, the Parties agree that all Project Personnel (defined later) will be required to submit to drug and/or alcohol testing randomly, post-accident, and for reasonable suspicion provided such testing is in accordance with applicable state and/or federal law, including the limitations in NYS Labor Law 201-d applicable to the lawful use of marijuana.

Any individual on site that violates this Policy is subject to disciplinary action, including, without limitation, loss of site access privileges.

SECTION 2.2 - REVOCATION OF PROJECT ACCESS PRIVILEGES

Any one of the following occurrences will result in the immediate revocation of a Project Personnel's project access privileges:

1. An individual is found selling or using drugs or alcohol, or otherwise is under the influence of drugs or alcohol, subject to the other terms of this Policy, on a Project Site;
2. An individual has been convicted under any criminal drug or alcohol statute for a violation occurring in the workplace within the past two years;
3. An individual who refuses to abide by the Projects' drug and alcohol policy, or refuses to submit to a test in accordance with this Policy;
4. An individual who switches, adulterates, or in any way tampers with a specimen required to be submitted in accordance with this Policy.

SECTION 2.3 - DEFINITIONS

Confirmed Positive Test: The presence of drugs, drug metabolites, or alcohol in a person's body that equals or exceeds the established cut off levels as defined in Exhibit 1. For drugs, the sample will have undergone Laboratory screening and confirmation testing and must have been verified as positive by a Medical Review Officer. A positive test result for alcohol obtained through Evidential Breath Testing is considered a Confirmed Positive Test.

Employee Assistance Program (EAP): An EAP is generally considered a workplace-based, confidential program designed to help employees deal effectively with a variety of personal problems, and, of relevance to this policy, substance abuse problems. The EAP promotes assessments and short-term counseling. An EAP shall also include any similar education or rehabilitation program provided by the Councilor its respective members. The Project Personnel that are required to participate in the EAP shall be responsible for the cost of their consultation with an EAP and/or participation in any education or rehabilitation program.

Evidential Breath Testing Device (EBT): A device that is used to measure alcohol in the breath and which meets National Highway Traffic Safety Administration's specifications for precision and accuracy.

Laboratory: A laboratory that is SAMHSA (Substance Abuse and Mental Health Services Administration) certified for the testing of drugs.

Medical Review Officer (MRO): A licensed physician responsible for receiving laboratory results generated by an employer's drug testing plan who has knowledge of substance abuse disorders and medical training to interpret and evaluate a donor's confirmed positive test result together with his/her medical history and all other relevant information.

Previous Worker: All individuals whose employment relationship with the contractor, company or organization no longer exists.

Project Site: The construction area for respective Project.

Reasonable Suspicion: When a qualified trade contractor, the Developer or Construction Manager as set forth in Section 3.7, reasonably believes that an individual has violated this Policy. Reasonable suspicion is based upon (1) specific, current, behavioral or performance indicators, (2) the possible manufacture, distribution, consumption or possession of unauthorized drugs, drug paraphernalia, or alcohol, or (3) documented investigation by an agency retained by, or otherwise independent from, the Developer or Construction

Manager.

SECTION 2.4 - INCLUDED SUBJECTS

This Policy shall cover all employees of the Owner, Construction Manager and Project trade contractors, their subcontractors and any other of their respective personnel at any level that are performing any activity at a Project Site, inclusive of managers, superintendents and supervisors, except as specifically excluded by Section 2.5 of this Policy (collectively and singularly, "Project Personnel").

SECTION 2.5 - EXCLUDED SUBJECTS

The following persons are not subject to the provisions of this Policy:

- **A.** Employees and entities engaged in off-site manufacture, modifications, repair, maintenance, assembly, painting, handling or fabrication of components, materials, equipment or machinery;
- **B.** Vendors and employees of vendors engaged on a Project Site in equipment testing, inspection, training, warranty work, or engaged in corrections of defective or nonconforming work, unless such employees are expressly included in the bargaining unit of a local signatory to this Agreement;
- **C.** Employees engaged in ancillary work on a Project which is performed by third parties, such as electric utilities, gas utilities, telephone companies, and railroads, or any other work not constituting Project work;
- **D.** Employees of any governmental authority (state, local or otherwise);
- **E.** Employees and contractors engaged in work on the Project Site as part of due diligence or monitoring, which work is ancillary to Project work; and
- **F.** Emergency responders.

SECTION 2.6 - PRESCRIPTION AND NON-PRESCRIPTION DRUGS

The use of prescription drugs not prescribed directly to Project Personnel is prohibited, including the use of drugs prescribed to a spouse or domestic partner. The use of non-prescription drugs that are sold outside the United States and that contain substances that are illegal or require a prescription in the United States are prohibited, unless prescribed by a licensed physician.

SECTION 2.7 - SEARCHES

In order for the Construction Manager to ensure the safety of Project Personnel and for the Construction Manager to protect its assets, the Construction Manager shall have the right upon good cause (such as reasonable suspicion of a violation of this Policy) to conduct reasonable searches for alcohol, drugs and related paraphernalia anywhere within the boundaries of a Project Site. A search may include any assets owned or leased by any Project Personnel that is on a Project Site, including without limitation, vehicles, lockers, gang boxes, desks and personal property brought onto a Project Site, but excluding personal body searches or physical contact with employees.

ARTICLE 3 - DRUG & ALCOHOL TESTING

SECTION 3.1 - COLLECTION PROCESS

As of the execution date of this PLA, Project Personnel may be required to submit urine samples ("Preliminary Drug Screening") for the purpose of detecting the presence of drugs as part of the random, post-accident or reasonable suspicion testing, in accordance with chain of custody protocols as established by Substance Abuse and Mental Health Services Administration (SAMHSA), utilizing an instant result test cup for Preliminary Drug Screenings, such testing is to be performed on-site by an independent service provider. The results from the instant result test cup will be considered preliminary. The sample will be sent to a SAMHSA certified testing laboratory for confirmation.

As of the date hereof, all Project Personnel will be required to submit to an Evidential Breath Test (EBT) for the purpose of detecting the presence of alcohol when submitting to random, post-accident or reasonable suspicion testing. Alcohol testing will not be conducted for pre-access testing.

SECTION 3.2 - NEGATIVE PRELIMINARY DRUG SCREENING

Project Personnel with a negative Preliminary Drug Screening will be considered conditionally accepted for Project site access, pending confirming laboratory results. Site access privileges will be revoked if the subsequent laboratory results determine that the sample has tested positive for drugs or that the sample has been adulterated.

SECTION 3.3 POSITIVE PRELIMINARY DRUG SCREENING

If the Preliminary Drug Screening indicates a positive result, the individual will not be allowed access to the Project Site. The sample will be sent to the certified laboratory for analysis and, if applicable, reviewed by the Medical Review Officer (MRO). If the laboratory confirmation results are also positive, the individual will be considered in violation of this Policy and their site access will be revoked for at least 30 days. If the laboratory confirmation results are negative, the Project Personnel's site access will not be revoked.

SECTION 3.4 CONFIRMED POSITIVE TEST RESULTS

A. POSITIVE DRUG TEST

A drug test is considered positive if the test results exceed the limits shown in Exhibit 1, which is attached hereto and incorporated herein by reference. The test will be confirmed through a second analysis process and reviewed by an MRO before results are reported. Project Personnel with confirmed positive drug test results will have their site access revoked. In case of a "false positive" result, any such Personnel shall be entitled to the reimbursement of any wages lost during the suspension caused by any such false positive result.

B. POSITIVE EBT

An EBT is considered positive if the test results exceed .04 BrAC, or as otherwise set forth in Exhibit 1. Project Personnel with a positive alcohol test result will be subject to the remedies set forth in Exhibit 1.

C. REINSTATEMENT OF SITE ACCESS PRIVILEGES

(a) Subject to section 3.4(C)(a) immediately below, if the site access of a Project Personnel has been revoked pursuant to this Policy, then any such person may request that their site

access be reinstated after 30 days, provided that all of the following conditions are met to the reasonable satisfaction of the Construction Manager. :

1. The individual has provided proof of wellness from an accredited rehabilitation facility or has provided proof that treatment isn't needed as attested to by a licensed health care provider specializing in the diagnosis and treatment of alcohol and drug abuse.
2. A current drug and alcohol test is obtained within three (3) days of the request for re-access to the site and proof of a negative test result has been received; and
3. The individual agrees to submit to multiple testing for two (2) full years from the date of gaining re-access to the project, the scheduling of which will be determined at the sole discretion of the Construction Manager. If all of these conditions have been met, the Construction Manager agrees that it will not unreasonably withhold their consent to any such request.

(b) Unlawful possession, concealment, use, purchase, sale, manufacture, dispensation or distribution of illegal drugs or un-prescribed controlled substances on the Project site will subject the Project Personnel Employee to immediate removal from the Project site and shall bar such Project Personnel Employee from returning for a minimum of three (3) months, which return shall, in any event, be subject to the reasonable approval by Construction Manager.

(c) All of the Parties agree that any such Project Personnel will only be entitled to any such reinstatement of site access privileges one time and that any subsequent violation of this Policy will result in the permanent termination of access to the Project Site.

SECTION 3.5 - RANDOM TESTING

A third-party provider designated by the Construction Manager will randomly select by an objective criteria a testing pool for random drug and/or alcohol testing from all Project Personnel with site access cards. Any individual selected for a random drug and/or alcohol test will be required to submit to an Evidential Breath Test (EBT) and/or drug test. Individuals may be tested more than once during any given time period. The Parties acknowledge and agree that an EBT may be required without a drug test and that a drug test may be required without an EBT, as solely determined by the Construction Manager.

If an individual is unable to attend the first scheduled random drug test as a result of being involved in a work-related task, such drug test will be rescheduled and will be completed at or before the conclusion of such employee’s then current work shift. If the second drug test is missed for any reason, the incident will be reviewed by the Construction Manager, who shall have the right to terminate the site access privileges of any such Project Personnel until such time as that Project Personnel has complied with this Policy. If the individual refuses to take the test, their access privileges will be immediately terminated for cause.

SECTION 3.6 - POST ACCIDENT TESTING

After each work-related incident or injury requiring the services of a licensed health care provider, all Project Personnel involved with the incident will be required to submit to a drug and/or alcohol test immediately following the incident. In instances where emergency care is necessary, the drug and/or alcohol test shall be obtained by the care facility, if

possible, within 24 hours after treatment is rendered. If more than 48 hours have passed before an injury is reported and treated by a licensed health care provider, an alcohol test will not be required.

In addition, any Project Personnel involved in a non-injury related incident at a Project Site with damages at or in excess of $200 will be required to submit to a drug and/or alcohol test unless:

A. It is determined, after conducting an investigation and interviewing all employees involved and any witnesses, that the employee's performance can be completely discounted as a contributing factor to the incident; or
B. It is determined, after conducting an incident investigation and interviewing all employees and any witnesses that the incident was caused by inadequate equipment or system design, and/or premature failure of equipment or system components.

SECTION 3.7 - REASONABLE SUSPICION TESTING

All Project Personnel will be required to submit to a drug and/or alcohol test when there is reasonable suspicion the individual has violated this policy.

Reasonable suspicion includes, without limitation, the following:

A. Violent or irrational behavior;
B. Emotional or physical unsteadiness;
C. Sensory or motor-skill malfunctions;
D. Slurred speech;
E. The odor of alcohol or drugs on clothing or breath in conjunction with other indicators;
F. Possession of alcohol, unauthorized drugs or drug paraphernalia; or
G. Documented evidence of an independent investigation regarding Project Personnel's consumption of what is reasonably believed to be an alcoholic beverage or drugs in violation of the Project's policies and/or this Policy.

Reasonable suspicion testing may only be ordered by supervisory personnel that: (a) have been trained to recognize the above referenced factors; or (b) have received credible documentary evidence from an independent investigator that a Project Personnel has violated a drug and/or alcohol policy. It is agreed that any certified training program shall satisfy the training requirement.

SECTION 3.8 - PRIVACY CONSIDERATIONS

The Parties agree to use reasonable efforts to conduct any testing pursuant to this Policy in accordance with the privacy concerns of Project Personnel. To address these concerns, the Parties agree that:

1. The testing station(s) shall be screened off, or otherwise closed off from public view.
2. All documents and information regarding the testing, including test results, shall be maintained by the respective custodian(s) of record in accordance with

their respective privacy policies, which any Project Personnel shall be entitled to review upon timely request.

3. The Parties agree to make a good faith effort to resolve any other privacy concern of Project Personnel regarding this Policy, provided that any such concerns do not interfere with the purpose of this Policy.

ARTICLE 4 – GRIEVANCE

SECTION 4.1 - REPRESENTED WORKERS

Nothing in this Policy shall restrict a member of a signatory local union from filing a grievance in accordance with the member's collective bargaining agreement or a Project Labor Agreement, provided that the grievance shall be limited to whether the removal of a member for violation of this Policy was conducted in compliance with the terms and conditions set forth herein.

SECTION 4.2 - HOLD HARMLESS

The Construction Manager agrees to hold harmless and indemnify the Union/Council and its representatives from any liability that may be incurred as a result of the Company's Drug and Alcohol Policy to the extent caused by the negligence or intentional misconduct of the Construction Manager.

IN WITNESS WHEREOF the parties have agreed to this Policy as of _____, 20___.

FOR [CONSTRUCTION MANAGER]

By: _____

Name: [INSERT NAME]_____

Title: [INSERT TITLE]_____

FOR GREATER NEW YORK CITY BUILDING TRADES COUNCIL

By: _____

Name: Gary LaBarbera _____

Title: President

EXHIBIT 1

CLASS OF DRUGS TESTED AND THEIR RESPECTIVE CUT-OFF LIMITS

The cut-off limits established are those recommended by the U.S. Department of Health and Human Services in their mandatory Guidelines for Federal Workplace Drug Testing Programs.

Drug Class	Screening Cut-Off Limit (ng/ml)	Confirmation Cut-off Limit (ng/ml)
Amphetamines	1000	500
Benzoylecgonine (Cocaine Metabolite)	300	150
Cannabinoids (THC)	50	15
*Opiates	2000	10
Phencyclidine (PCP)	25	25

Confirmation screening is done by means of GC/MS analysis.

*The GC/MS confirmation for opiates will be for both codeine and morphine separately. If morphine is equal to or greater than 2,000ng/ml then the GC/MS confirmation analysis for 6- acetylmorphine (6-MAM) is at a cut-off level of 10ng/ml.

Alcohol Screening

All Project Personnel will be required to submit to an EBT under the random, post-accident, and reasonable suspicion test arenas, for the purpose of detecting presence of alcohol. If this test supports a positive result for presence of alcohol, the Project Personnel will be considered in violation of this Policy.

If the results of the EBT are:

1. Above 0.001 BrAC, but at or below 0.020 BrAC, a second test will be conducted within approximately 15 minutes.
    - If the second BrAC test is less than the first BrAC, the results will be deemed negative and the Project Personnel may return to work, if there are no other outstanding issues.
- If the second BrAC is increasing, but below 0.04 BrAC, the results will be deemed negative, but the Project Personnel will be sent home for the day and the Construction Manager shall be notified. If a Project Personnel is sent home two times within a six-month period pursuant to this Section I, then any such Project Personnel shall be deemed to have tested positive and will be subject to the applicable remedies set forth in Section 2 below.

2. Above 0.02 BrAC, but below 0.06 BrAC, a second test will be conducted after approximately 15 minutes.

- Notwithstanding anything set forth above to the contrary, a Project Personnel may elect to voluntarily go home for the day instead of taking a second test and the results will be deemed negative, provided that any such Project Personnel may not voluntarily go home more than once within a twelve month period.
- If the second BrAC test is at or below 0.02 BrAC, the results will be deemed negative and the Project Personnel may return to work if there are no other outstanding issues.
- If the second BrAC test is above 0.020, but below 0.06, the results will be deemed positive, the Project Personnel will be sent home for the day and their site access will be revoked for at least five [5] calendar days and until such time as the Project Personnel has been evaluated by an EAP professional skilled in substance abuse and confirmed fit for duty.
- Any Project Personnel who is deemed positive two times within two years pursuant to this Section 2 will have their site access privileges terminated and will be entitled to the limited relief set forth in Section 3 .4(c) of the Policy.

3. At or above .06 BrAC, the Project Personnel will have their site access privileges terminated, after which they will be entitled to the limited relief set forth in Section 3.4(C) of the Policy.

NO TEXT ON THIS PAGE

SECTION 01 11 00 – SUMMARY OF WORK
CONTRACT PS-318

PART 1 GENERAL

1.01 SUMMARY

A. This Section includes a summary of the Work to be performed by the Contractor for the construction of Contract PS-318. This Contract involves the replacement of mechanical and electrical equipment of the Paerdegat Pumping Station, installation of new bypass chambers, installation of a new fuel oil system and generator, and other various civil site, architectural, and structural activities required in the Contract Documents.

B. Section Includes:

1. Location and Description of Work
2. Work Included in the Contract
3. Related Construction Contracts
4. Inspection before Bidding
5. Site Characterization Reports and Information
6. Hazardous Soils Investigation
7. Datum Plane

C. The following index of this Section is presented for convenience:

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3.03	Field Testing / Quality Control	5
3.04	Startup / Demonstration	5
3.05	Adjusting / Protection / Cleanup	5

1.02 PAYMENT

A. No separate payment shall be made for performing any Work required under this Section. All costs for Work required by this Section shall be included in the applicable lump sum, unit price(s) or Allowance(s) as set forth in Section 01 27 00 – Measurement and Payment.

1.03 RELATED SECTIONS

A. All Contract Documents, including all other specifications sections in the Contract, will apply to this Section.

1.04 REFERENCES

A. Abbreviations / Acronyms:

1. NAVD88 – North American Vertical Datum of 1988

B. Definitions: [No new references are used in this Section]

C. Reference Standards: [No new references are used in this Section]

1.05 DESCRIPTION

A. Location of Work

1. Work is to be performed under this Contract at the following Site(s):

a. Site #1:

1) Site Boundaries: Flatlands Avenue and Ralph Avenue, Brooklyn, NY

2) Work Access to the Site: Ralph Avenue

B. Work Included in the Contract.

1. Contract Name: PS-318 - Reconstruction of Paerdegat Pumping Station

2. Work Description: Paerdegat Pumping Station Reconstruction

3. Principal Items of Work:

a. Installation of Interim Pumping System at the pump station to facilitate installation of new equipment and modifications to the pump station

b. Demolition of existing Main Sewage Pumps, piping, influent slide gates, electrical, instrumentation & controls, HVAC, and plumbing

c. Architectural and Structural modifications to the pumping station

d. Furnish and Install new Main Sewage Pumps, piping, influent slide gates, electrical, Instrumentation & controls, HVAC, and plumbing

e. Furnish and install (2) new parallel force main within property line, install new catch basin and drainpipe, restore existing brickwork, sidewalk, and gravel.

C. Inspection before Bidding

1. Before bidding, the Contractor is advised to visit the Site of the Work. The Contractor shall obtain all necessary information of any and all conditions which may affect in any way the performance of their Work and their bid prices under their Contracts. All pertinent data and dimensions with regard to existing construction shall be verified by the Contractor.

2. The Contractor may examine existing information used in preparation of the Contract Drawings which will be available on PASSPort. All such material and information are expressly excluded from and are not a part of this Contract and are available for information purposes only. The existing information includes:

a. Paerdegat Pumping Station Modernization and Rehabilitation Contract 4 – Electrical (February 1971)

b. Paerdegat Water Quality – CSO Facility - Preliminary Design Sketches SK-1 through SK-13 (August 1993)

c. Draft Drawings and Conformed Construction Drawings from the Paerdegat Pumping Station Reconstruction Contract PS-157H - HVAC (July 1995)

d. Conformed Construction Drawings from the Paerdegat Pumping Station Reconstruction Contract PS-157G (November 1995)

e. Conformed Construction Drawings from the Paerdegat Pumping Station Reconstruction Contract PS-157E (March 1996)

f. Shop Drawings from the Paerdegat Pumping Station Reconstruction Contract PS-157E (December 1996)

g. As-built Drawings from the Paerdegat Water Quality Facility Contracts CSO -5G, -5H, -5P, and 5-E (July 2013)

D. Site Characterization Report

1. For the purposes of design, borings have been made, samples taken, and a topographical survey has been made at the proposed Site. The following documents are available for inspection by bidders:

a. Underground Infrastructure Report – Paerdegat Pumping Station dated December 2020

b. Topographic and Utilities Survey – Paerdegat Pumping Station dated August 2020

c. Geotechnical Data and Corrosion Control Report – Paerdegat Pumping Station dated May 2024

2. All such material and information relating to boring records and subsurface conditions are expressly excluded from and are not a part of this Contract and are available for information purposes only.

3. Copies of these reports are also available for purchase at the DEP Division of Contract Services.

E. Hazardous Soil Investigation

1. Soil samples have been taken and analyzed for the purpose of identifying contaminated and/or hazardous materials on the site. All results and reports pertaining to the investigation are available for inspection by bidders. Application for inspection of sampling records and related reports should be made to Department of Environmental Protection, 17th Floor, High Rise, 59-17 Junction Boulevard, Corona, New York 11368-5107. All such material and information relating to hazardous and contaminated soil investigation are expressly excluded from and are not a part of this Contract and are available for information purposes only.

F. Sustainability Reports and Applications

1. For the purposes of sustainability certification and design, the following documents are available for inspection by bidders:

a. Sustainable Material Content Plan

b. Construction Waste Estimate Report

c. ISI Design Submission

2. Copies of these reports are also available at the DEP Division of Contract Services.

3. All such material and information related to sustainability reports and applications are expressly excluded from and are not a part of this Contract and are available for information purposes only.

G. Datum Plane

1. All elevations indicated or specified refer to the site datum plane of NAVD88 Quality Assurance

H. Not Used

1.06 SUBMITTALS

A. Not Used

1.07 DELIVERY, STORAGE, AND HANDLING

A. Not Used

1.08 SPARE PARTS, SPECIAL TOOLS, AND SUPPLIES

A. Not Used

1.09 WARRANTY

A. Not Used

PART 2 PRODUCTS

2.01 MANUFACTURERS

A. Not Used

2.02 MATERIALS / EQUIPMENT

A. Not Used

2.03 FABRICATION / ASSEMBLING / FINISHES

A. Not Used

2.04 SOURCE QUALITY CONTROL / SHOP TESTS

A. Not Used

PART 3 EXECUTION

3.01 EXAMINATION / PREPARATION

A. Not Used

3.02 APPLICATION

A. Not Used

3.03 FIELD TESTING / QUALITY CONTROL

A. Not Used

3.04 STARTUP / DEMONSTRATION

A. Not Used

3.05 ADJUSTING / PROTECTION / CLEANUP

A. Not Used

END OF SECTION

NO TEXT ON THIS PAGE

SECTION 01 14 00 – WORK RESTRICTIONS
CONTRACT PS-318

PART 1 GENERAL

1.01 SUMMARY

A. Section Includes:

1. Normal Project Working Hours
2. Emission Control Technology for Non-Road Vehicles
3. Vehicle Idling Time
4. Compliance with Quality of Life Requirements
5. Bureau of Wastewater Treatment Checklists for Bulk Storage Tanks
6. City Fleet and Truck Safety
7. Environmentally Friendly Oils and Anti-Freeze

B. The following index of this Section is presented for convenience:

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3.04	Startup / Demonstration	7
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C. The following exhibits, attached after the End of Section designation, are a part of this Section:

1. Exhibit A - Local Law 77: DEP Monthly Reporting Forms
2. Exhibit B - BWT Petroleum Bulk Storage (PBS) Checklist of Requirements for Contractors
3. Exhibit C - BWT Chemical Bulk Storage (CBS) Checklist of Requirements for Contractors

1.02 PAYMENT

A. No separate payment shall be made for performing any Work required under this Section. All costs for Work required by this Section shall be included in the applicable lump sum, unit price(s) or Allowance(s) as set forth in Section 01 27 00 – Measurement and Payment.

1.03 RELATED SECTIONS

A. Section 01 51 30 – Temporary Electrical System

1.04 REFERENCES

A. New York City Administrative Code, Section 24-163

B. New York City Executive Order No. 39 of 2024 – Improving City Fleet and Truck Safety

1.05 DESCRIPTION

A. Working Hours

1. "Normal Project Working Hours" for this Contract are between the hours of 7:00 AM through 6:00 PM, Monday through Friday (except for holidays). The Contractor shall have the management, labor, equipment and subcontracted capabilities needed to complete the Work within the Period of Performance indicated in the General Conditions – Schedule A, by working only during "Normal Project Working Hours".
2. Roadwork shall be performed between the hours of 9:00 AM through 4:00 PM Monday to Friday, and 8:00 AM through 4:00 PM on Saturday. Refer to NYCDOT OCMC Traffic Stipulations attached under Specification Section 01 55 26 – Traffic Control for more details.
3. The Contractor shall abide by all federal, state and local laws, rules and regulations governing or restricting the performance of the Work, both during and outside Normal Project Working Hours.
4. The Contractor is advised that strict adherence to the local noise control code is mandatory, and that the Contractor shall be responsible for assuring

that any required variance(s) from restrictions on construction hours are obtained.

5. The Work shall be Substantially Completed (as defined where applicable in Article 14 of the Standard Construction Contract) within the period of performance specified in Schedule "A" of the General Conditions; all in strict accordance with the Contract Documents. The Contractor will make no claim for extra compensation solely because of additional costs to meet the scheduled dates.

6. If the Contractor for any reason fails to adhere to the official Project schedule, the Contractor shall promptly adopt such other or additional means and methods of construction sufficient to make up for the time lost and assure completion of the Work in accordance with said schedule. The City may require the Contractor to adopt such corrective measures as the Engineer deems necessary, appropriate and adequate to recover lost time; and may also direct the Contractor to propose corrective measures for consideration (without any obligation by City to adopt the same), at no additional cost to the City.

7. The Contractor is advised that it has the option to work a second shift or additional scheduled overtime, as needed, to complete all intermediate activities, Contract milestones, and to meet the date of Substantial Completion of the Work as defined by Article 14 of the Standard Construction Contract and not exceed the period of performance as shown in Schedule A of the General Conditions.

8. The Contractor shall have sufficient forms, shoring, and other construction materials; labor; permanent materials; equipment; tools and supervision available to support a second shift and/or scheduled overtime.

9. When Work is scheduled to be performed beyond the Normal Project Working Hours, a second shift, at night or during weekends, the Engineer shall be informed a minimum of 5 business days or other reasonable length of time specified by the Engineer in advance of the beginning of such work. The Contractor shall adhere to any local laws or ordinances that may govern or restrict the performance of such work. Requirements for the provision and use of temporary light and power outside Normal Project Working Hours are included in Section 01 51 30 – Temporary Electrical System.

B. Emission Control Technology for Non-Road Vehicles

1. The Contractor shall complete and submit to the Engineer the attached Local Law 77: DEP Monthly Reporting Forms (Exhibit A, attached to this Section) to report on usage of Ultra Low Sulfur Diesel (ULSD) fuel and Best Available Technology in diesel-powered non-road vehicles for reducing emission of pollutants on a monthly basis.

C. Vehicle Idling time

1. Idling time shall be limited to three consecutive minutes for all delivery, concrete and materials trucks as well as all other diesel-powered equipment (hereinafter referred to as a mobile source) except as follows:

    a. When a mobile source is forced to remain motionless because of traffic conditions or mechanical difficulties over which the operator has no control.

    b. When it is necessary to operate heating, cooling, or auxiliary equipment installed on the mobile source when such equipment is necessary to accomplish the intended use of the mobile source.

    c. To bring the mobile source to the manufacturer's recommended operating temperature.

    d. When the outdoor temperature is below twenty (20) degrees Fahrenheit.

    e. When the mobile source is being repaired.

2. The Contractor shall meet the requirements of the Section 24-163 (f) of the NYC Administrative Code, regarding vehicle idling time adjacent to schools.

D. Compliance with Quality of Life Requirements

1. The Contractor is strongly advised that the City regards the preservation of "Quality of Life" as a high priority for the community near a DEP construction project. The Contractor, therefore, will be held to the strictest account in its adherence to Contract requirements and all applicable ordinances, rules, and regulations that relate to "Quality of Life". These include: noise control, vibration control, dust control, particulate control, rodent control, cleanliness and maintenance of the site and surrounding areas, and adherence to traffic and parking stipulations.

2. When the Contractor is determined to be noncompliant with "Quality of Life" requirements, as described in the paragraph above, the Contractor shall be subject to the following measures:

    a. Where non-compliance with a "Quality of Life" requirement is not corrected within a timeframe specified by the City, work may be ordered to stop until such measures as the City deems satisfactory are taken to resolve the problem and prevent future occurrence. No part of the time lost due to any such stop orders shall be made the subject of a claim for extension of time or for additional costs or damages by the Contractor.

3. The Contractor shall cooperate fully with the Engineer to prevent, address, and resolve any and all "Quality of Life" issues, which may arise from time to time, by whatever means necessary, all at no additional cost to the City.

4. The Contractor's record of compliance with "Quality of Life" requirements for this Project and its efforts to coordinate with the Engineer and comply with his/her directions in this regard will be reflected in the Contractor's Evaluation. This Evaluation will become a part of the Contractor's record of doing business with the City of New York and may affect the Contractor's ability to be awarded future projects.

E. Bureau of Wastewater Treatment (BWT) Checklists for Bulk Storage

1. BWT Petroleum Bulk Storage (PBS) Checklist. Contractors shall follow and comply with the requirements of the BWT Petroleum Bulk Storage (PBS) Checklist of Requirements for Contractors when they are bringing PBS tanks to the site for temporary use during construction. See Exhibit B, attached to this Section.

2. BWT Chemical Bulk Storage (CBS) Checklist. Contractors shall follow and comply with the requirements of the BWT Chemical Bulk Storage (CBS) Checklist of Requirements for Contractors when they are bringing CBS tanks to the site for temporary use during construction. See Exhibit C, attached to this Section.

F. City Fleet and Truck Safety

1. The Contractor shall comply with the requirements of New York City Executive Order No. 39 of 2024 (EO 39), and BEDC EHS Standards Chapter 29 – Vehicles and Truck Safety.

2. The Contractor shall submit to the Engineer a Fleet Safety Plan, as required by EO 39.

G. Environmentally Friendly Oils and Anti-Freeze

1. For all projects where work is occurring in an environmentally sensitive area, the Contractor shall ensure the following:

   a. All off-road heavy equipment utilizes environmentally friendly, vegetable oil based, hydraulic fluids such as, EAL 224H as manufactured by Mobil, or approved equal.

   b. All off-road heavy equipment utilizes environmentally friendly, propylene glycol based, antifreeze such as, Fleet Charge PG as manufactured by Old World Industries, or approved equal.

2. Environmentally Sensitive areas include:

   a. Areas in the New York City water supply watershed.

   b. On, or adjacent to, a reservoir, wetlands, streams, rivers, brooks, ponds, or other waterbody.

   c. Adjacent to any storm water collection system.

d. Facilities or structures located on, or a part of, the aqueduct.

e. Any other area deemed as such by the DEP or other regulatory agency.

1.06 QUALITY ASSURANCE

A. Not Used

1.07 SUBMITTALS

A. Quality of Life Compliance Plan

1. The Contractor shall submit a "Quality of Life" Compliance Plan for review and approval by the Engineer. This plan shall address all work required by the Contractor to satisfy the "Quality of Life" requirements s specified herein.

2. Work at the Site shall not commence until the Contractor's "Quality of Life" Compliance Plan is approved.

B. Fleet Safety Plan

C. Environmentally Friendly Oils and Anti-Freeze Documentation

1. The Contractor shall submit documentation necessary to demonstrate compliance with environmentally friendly oils and environmentally friendly anti-freeze requirements as specified herein:

a. Safety Data Sheet (SDS)

b. Self-certification, on company letterhead, confirming compliance with the requirements specified.

1.08 DELIVERY, STORAGE, AND HANDLING

A. Not Used

1.09 SPARE PARTS, SPECIAL TOOLS, AND SUPPLIES

A. Not Used

1.10 WARRANTY

A. Not Used

PART 2 PRODUCTS

2.01 MANUFACTURERS

A. Not Used

2.02 MATERIALS / EQUIPMENT

A. The Contractor is strongly encouraged to select energy efficient equipment and use alternative or renewable energy sources where possible to minimize the construction energy consumed and emissions generated.

2.03 FABRICATION / ASSEMBLING / FINISHES

A. Not Used

2.04 SOURCE QUALITY CONTROL / SHOP TESTS

A. Not Used

PART 3 EXECUTION

3.01 EXAMINATION / PREPARATION

A. Not Used

3.02 IMPLEMENTATION

A. Not Used

3.03 FIELD TESTING / QUALITY CONTROL

A. Not Used

3.04 STARTUP / DEMONSTRATION

A. Not Used

3.05 ADJUSTING / PROTECTION / CLEANUP

A. Not Used

END OF SECTION

NO TEXT ON THIS PAGE

EXHIBIT A – LOCAL LAW 77: DEP MONTHLY REPORTING FORMS

FORM LL-77

LOCAL LAW 77: DEP MONTHLY REPORTING FORM 1

Contractor: _____ Report # _____ Covering the Mo/Yr of: _____

Contractor Address: _____ Contractor's Phone: _____

Project Name: _____ Project # _____ Address: _____

DEP Representative or PM Contact Name: _____ DEP Representative or PM Contact Number: _____

The New York City of Environmental Protection requires its contractors to file this form so that it can repor to the DEP on USAGE of Ultra Low Sulfur Diesel (ULSD) fuel in diesel powered non-road vehicles, and the use of Best Available Technology (BAT) for reducing emissions of pollutants, as required by NYC Local Law 77 of 2003.

									DEP approved BAT installed (DEP sticker must be applied to vehicle indicating BAT type and date installed)					
Prior Months Used On Site	Days Used This Month	Est. Future Usage Months	Type	Make	Year	Model #	VIN #	HP Rating	Date Installed	Make	Model	LL-77 Category I(a),I(b),I(c), II, III	DEP waiver* required	DEP Decal No.

* Attach copy of DEP Waiver if BAT requirement is waived for any reason during all or part of the contract period.

LOCAL LAW 77: DEP MONTHLY REPORTING FORM 2

Contractor: _____ Report # _____ Covering the Mo/Yr of: _____

Project Name: _____ Project # _____ Address: _____

DEP Representative or PM Contact Name: _____ DEP Representative or PM Contact Number: _____

SUMMARY OF LISTED EQUIPMENT AND BAT

Total pieces of Equipment used on site this Month = _____ **Total that used BAT this Month = _____**

Total pieces of equipment used on site this Calender Year = _____ **Total that used BAT this Year = _____**

DECLARATION OF COMPLIANCE

By signing this document, I certify that the information provided is accurate, and that all non-road diesel-powered vehicles used on the project during the reporting period by my employees and subcontractors are included, and that all BAT retrofits have been selected and installed in accordance with LL 77, including the Use of ULSD (Ultra Low Sulfur Diesel) fuel.
Note 1: Diesel fuel powered nonroad vehicles/equipment's used for fewer than twenty calendar days on the contract are exempt from BAT requirement.
Note 2: DEP will audit sites to ensure forms are accurate. Fines for non-compliance and fraud will be levied by DEP against the Contractor according to the terms of the Law.

Signed: _____ **Date:** _____

Print: _____

Contractor Name and Title

☐ **There are other Prime Contractors on this site whose equipment is not included here.**

Page 2 of 2

EXHIBIT B - BWT PETROLEUM BULK STORAGE (PBS) CHECKLIST OF REQUIREMENTS FOR CONTRACTORS

New York City Department of Environmental Protection Petroleum Bulk Storage (PBS) Checklist of Requirements for Contractors					
WPCP Name:		**Contract Supervisor (BEDC or BWT):**		**Date Distributed to Contractor:**	
Contractor Company:		**Contractor Contact:**		**Contact Cell Phone:**	
Contract Supervisor Assessment Date:		**WPCP Responsible Individual (RI):**		**RI's Concurrence Date:**	

PBS Checklist	
Contractor Requirements	**Assessment/Comment**
Contractor is responsible to comply with applicable "Contractor Requirements" for work to be completed on a BWT WPCP. The Contract Supervisor and the WPCP RI will assess the Contractor's compliance. Any findings of non-compliance or partial compliance must be addressed to the satisfaction of the Contract Supervisor and the WPCP RI.	*Contractor requirements are designed to meet applicable NYS PBS regulatory requirements and supplement the WPCP's Spill Prevention Control and Countermeasures Plan (SPCC).*
Prior to Commencement of Contractor's On-Site Work	
(PBS-C1) Provide a table identifying temporary aboveground storage tanks (ASTs) and containers storing petroleum (i.e., fuel, oil, lubricants) that are to be brought on-site by the Contractor to complete a construction project. Provide the total capacity, contents, construction material (i.e., steel, fiberglass), secondary containment type, and secondary containment capacity. Include all stationary and non-stationary (mobile) tanks and containers. Provide cut sheets describing specifications of the tanks. Provide an updated table to identify any additions or deletions from the table and as needed to maintain current and accurate information.	
(PBS-C2) Provide the manufacturing specification for each AST to be brought on-site to store petroleum. Demonstrate that each tank design meets or exceeds one of the following manufacturing standards: UL No. 142, UL No. 58, API 650, API 620, CAN4-S601-M84 or CAN4-S630-M84. See www.ul.com/info/standard.htm and www.api.org for tank manufacture standards.	
(PBS-C3) Ensure ASTs to be brought on-site have useful life for the duration of on-site use and are in sufficient condition to meet or exceed the inspection and testing requirements while on-site.	

(PBS-C4) Provide tank specifications, testing schedule, application, and fees to BWT Project Management. BWT Project Management will attach a letter and submit the application and fees to NYC DEC. All ASTs that store petroleum, oil and lubricants must be registered with the NYS DEC. Contact the NYS Bulk Storage Help Line at 518-402-9543 for assistance.	
(PBS-C5) No underground storage tanks are allowed on-site at a BWT WPCP.	
(PBS-C6) Tanks and ancillary piping installed by the Contractor must be tested for tightness before put in service on-site. All test records and manufacturer documents must be provided to BWT. BWT will incorporate these records into and update the WPCP's SPCC plan. Documentation for start-up must include the manufacturer's life expectancy of the tank and piping and Contractor certification of installation for the tank system.	
(PBS-C7) Provide a list of petroleum, oil, and lubricants and associated ASTs and containers to be brought on-site. Provide the MSDS for each petroleum product to be brought on-site. The WPCP's RI and BWT's Project Management Section will revise or modify the WPCP's SPCC plan as necessary with information provided by the Contractor.	

PBS Checklist	
Contractor Requirements	**Assessment/Comment**
(PBS-C8) Provide a facility layout drawing showing the proposed location of ASTs and containers (55-gallons or greater) storing petroleum, the contents of each, associated piping, and secondary containment systems. Show the location of all petroleum transfer areas and the direction of flow in the event of a spill from any tank, container, containment area, or transfer area. Secondary containment and / or diversionary structures are required for ASTs, containers, and transfer areas. (See below for containment requirements).	
(PBS-C9) Provide written procedures for spill response and the disposal of recovered material in the event of a spill or release to the environment. The written procedures must include Contractor's company contact list with emergency telephone numbers.	
(PBS-C10) Provide a drawing showing the location of Contractor's on-site spill response kit(s) that are adequate to respond to likely spills and releases from petroleum, oil, and lubricants and waste stored or handled on-site.	
(PBS-C11) Provide a list of used oil or associated waste to be generated on-site and the proposed management procedures including handling, storing, and disposal. No on-site disposal of used oil is allowed.	
(PBS-C12) Provide written procedures for loading / unloading contents from tanks. The procedure must address how the Contractor will prevent deliveries to the wrong tank, ensure safe deliveries, and respond to spills and releases.	
(PBS-C13) No damaged equipment or tanks are allowed on-site that may potentially cause a spill or release or otherwise not meet manufactures intended use. Used tanks cannot be reinstalled on-site unless they meet the standards for new tanks cited at 6 NYCRR 614.8. If a used tank meets the standards for new tanks it may be reinstalled if it is thoroughly inspected, internally and externally, and found to be structurally sound and free of deficiencies.	
(PBS-C14) Utilize this Contractor's PBS Checklist to ensure compliance with BWT policy and procedures while working on-site.	
During Contractor's On-Site Work	
(PBS-C15) Display the Contractor's tank registration at the WPCP Administration Building with the WPCP's other tank registration certificates. Ensure the information on the tank registration is consistent with the actual tanks the Contractor has on-site. Allow 90 days for the renewal of the tank registration.	
(PBS-C16) Ensure the tank registration is current; tank registration must be renewed every five years. Notify the NYS DEC and BWT Project Management 30 days prior to adding, replacing, reconditioning, or permanently closing a stationary tank. Fee must be paid by Contractor.	

(PBS-C17) Ensure on-site tanks are protected from physical damage by moving machinery such as fork lifts and trucks. As a best management practice, BWT requires protective posts or similar measures as needed to protect ASTs from moving machinery.	
(PBS-C18) Protect tanks that are subject to melting (i.e., plastic, polyethylene, fiberglass-reinforced plastic) against fire and locate so that any spills or release could not unduly expose persons, structures, or the environment. Contractor must provide a Class B fire extinguisher in close proximity to the tanks as needed to protect against flammable liquids and gases.	
(PBS-C19) ASTs resting on the ground must be approved by the BWT RI and Project Management. All ASTs must be furnished with saddles, support legs, or a foundation pad in accordance with manufacturers' recommendations.	
(PBS-C20) Unless constructed of corrosion-resistant materials, the exterior surface of ASTs must be painted and protected.	

PBS Checklist	
Contractor Requirements	**Assessment/Comment**
(PBS-C21) Provide loading areas and equipment storing 55-gallons or greater with a containment system or diversion structure that is adequate to retain likely spills and releases (i.e., drips, leaks, loading / unloading spills).	
(PBS-C22) Fill ports must be securely locked to prevent unauthorized access. Fill ports installed by the Contractor must be properly labeled according to BWT policy (i.e., color code and symbols; see the NYC DEP PBS Tank and Container Management policy and procedure document).	
(PBS-C23) Provide adequate secondary containment to prevent a discharge from all on-site stationary storage tanks, mobile tanks, and containers. Each secondary containment capacity must be sufficient to hold the volume of the largest tank or container inside the secondary containment plus additional freeboard for precipitation. The secondary containment (floor and walls) must be constructed so that any discharge will not escape the containment system before cleanup occurs.	
(PBS-C24) The secondary containment systems and containers must be designed and constructed to prevent any migration of petroleum out of the system. Clay or soil containment systems with plastic liners are not allowed at a WPCP.	
(PBS-C25) Ensure that secondary containment systems are designed so that overfills from connections, vents, and pressure relief devices occur within the secondary containment system. Also, instrumentation devices (i.e., sight glasses) must be located inside the containment system.	
(PBS-C26) Ensure that secondary containment systems are chemically compatible with the substance stored, on a foundation which prevents settlement, and equipped with a sump, siphon, or valve that is manually controlled from outside the containment or gravity drainage system with the valve locked in a closed position.	
(PBS-C27) Transfer areas (loading and unloading) must have a containment system with a capacity to retain spills and leaks that are likely to occur including spills and leaks from hoses. Containment systems for transfer areas must be sufficient to retain all substances before cleanup occurs.	
(PBS-C28) Discharges of precipitation from secondary containment systems must be uncontaminated; the BWT Shift Engineer must inspect and authorize any discharge of precipitation from the secondary containment to the environment or to the WPCP. The Shift Engineer must complete the SPCC Site Inspection Dike/Drainage Checklist before authorizing a discharge of precipitation from the secondary containment. Failure to follow this procedure could result in a report to the NYC DEP of an illegal Contractor discharge.	

(PBS-C29) Precipitation from secondary containment systems that are contaminated (i.e., visible sheen on the water, analytical data) will not be discharged to the environment and will not be discharged to the WPCP. All contaminated precipitation must be containerized and transported off-site for proper disposal by the Contractor.	
(PBS-C30) ASTs (except day tanks and similar small capacity tanks) must have appropriate ventilation in accordance with tank manufacturer's recommendations. Normal and emergency ventilation must be properly sized in accordance with NFPA 30 requirements.	
(PBS-C31) ASTs (except day tanks and similar small tanks) must have automated (i.e., Veeder Root or approved equal) leak detection, high level alarm, and level indicator.	
(PBS-C32) Installation of ASTs must be in a manner consistent with the New York State Uniform Fire Prevention Code, 9 NYCRR Parts 1002 and 1171.2.	

PBS Checklist	
Contractor Requirements	**Assessment/Comment**
(PBS-C33) Contractors' out of service tanks or containers are not allowed at a WPCP. Contractor is required to remove all out of service and unused tanks within 48 hours unless approved by the WPCP RI. Contractor must demonstrate to the WPCP RI that the tank will be used on-site within a reasonable time period.	
(PBS-C34) All piping must be UL-971 certified and Contractor must provide UL-971 certification letter from the NYC Fire Department. UL-971 must be clearly marked on the piping. On-ground piping and underground piping systems must be approved by the BWT Project Management. Underground piping must be non-metalic, flexible, and double-walled with leak detection.	
(PBS-C35) Aboveground and on-ground piping must be steel with a fiberglass protective coating, must meet the ASTM A 53 Standard, and must be inspected daily for leaks or evidence of a release. On-ground piping must not present a tripping or other safety hazard.	
(PBS-C36) Tank tightness testing and integrity testing of Contractor ASTs are the responsibility of the Contractor and must be performed in accordance with applicable regulations and the testing schedule identified on the tank registration.	
(PBS-C37) All ASTs, fill ports, and mobile tanks must be labeled with required information; labeled pipe contents (i.e., diesel) and flow direction (i.e., arrow pointing to direction of flow); attached warning signs (i.e., No Smoking) at appropriate locations. Required information is provided by the BWT PBS Tank Identification Protocol available from the BWT upon request.	
(PBS-C38) Monthly visual inspections of all Contractor ASTs and associated aboveground piping, containers, and equipment storing petroleum, oils, and lubricants in amounts of 55-gallons or greater must be performed by the Contractor. Monthly inspections shall include inspecting exterior surfaces, pipes, valves, and other equipment for leaks and maintenance deficiencies, cracks, areas of wear, corrosion and thinning, excessive settlement of structures, separation or swelling of tank insulation, malfunctioning equipment, and structural and foundation weaknesses.	
(PBS-C39) All monthly inspections must be documented and readily available for review by BWT upon request. Corrective actions required as a result of the monthly inspections are the responsibility of the Contractor. Contractor shall utilize an inspection form provided by the WPCP SPCC plan or their own if approved in writing by the Contract Supervisor and the WPCP RI.	
(PBS-C40) Training of Contractors personnel in receiving delivery, handling, using or storing petroleum, oil, and lubricants is the responsibility of the Contractor. Training is to be completed at least annually and include a review of the WPCP's SPCC plan as well as Contractors procedures and on-site work instructions.	

(PBS-C41) Contractor will manage all tanks and containers storing used oil by clearly labeling the tank or container as "Used Oil." Used oil will be transported off-site by the Contractor for recycling or disposal. Used oil tanks and containers on-site must have adequate secondary containment systems to ensure spills or leaks do not impact the environment.	
(PBS-C42) Contractor is responsible to notify the Contract Supervisor and the WPCP RI in the event of any changes in tanks, containers, materials brought on-site, or procedures that may require changes to the WPCP SPCC plan.	
(PBS-C43) Contractor is responsible to notify the Contract Supervisor and the Shift Engineer immediately in the event of any spill or release of any petroleum, oil, or lubricants to the secondary containment system, the environment, or contact with personnel.	
(PBS-C44) Contractor will have a spill response kit and emergency response equipment adequate to meet emergency response needs of Contractor's on-site work and petroleum, oil, or lubricant storage.	

PBS Checklist	
Contractor Requirements	**Assessment/Comment**
(PBS-C45) Contractor will cooperate fully with the BWT in any routine inspection or incident investigation involving Contractor's use, storage, or transportation of petroleum, oil, or lubricants.	
(PBS-C46) Contractor will post Contractors emergency contact names and evacuation procedures in close proximity of Contractors work area(s). Contractor will provide the WPCP RI and BWT Project Management with Contractor emergency contact information so they can be attached to the WPCP's SPCC plan.	
After Completion of Contractor's On-Site Work	
(PBS-C47) Provide a written de-mobilization schedule to the Contract Supervisor and the BWT RI at least five business days prior to the commencement of de-mobilization.	
(PBS-C48) Properly drain, close, and prepare all tanks, pipes, fill ports, valves, and containers appropriately for transportation off-site. Contractor is responsible for the safe handling and transportation of tanks, containers, and equipment during de-mobilization.	
(PBS-C49) Demobilize and remove from the WPCP all tanks, fill ports, pipes, drums, totes, and containers used on-site not intended for permanent use at the WPCP. Contractor is responsible to remediate any areas of impacted soil, repair any erosion; and restore the ground surface to the intended slope or contour.	
(PBS-C50) Notify the Contract Supervisor and the WPCP RI of any known or suspected impacted soil, groundwater, or surface water discovered during de-mobilization. Clean up shall be the responsibility of the Contractor.	

EXHIBIT C - BWT CHEMICAL BULK STORAGE (CBS) CHECKLIST OF REQUIREMENTS FOR CONTRACTORS

New York City Department of Environmental Protection Chemical Bulk Storage (CBS) Checklist of Requirements for Contractors					
WPCP Name:		**Contract Supervisor (BEDC or BWT):**		**Date Distributed to Contractor:**	
Contractor Company:		**Contractor Contact:**		**Contact Cell Phone:**	
Contract Supervisor Assessment Date:		**WPCP Responsible Individual (RI):**		**RI's Concurrence Date:**	

CBS Checklist	
Contractor Requirements	**Assessment/Comment**
Contractor is responsible to comply with applicable "Contractor Requirements" for work to be completed on a BWT WPCP. The Contract Supervisor and the WPCP RI will assess the Contractor's compliance. Any findings of non-compliance or partial compliance must be addressed to the satisfaction of the Contract Supervisor and the WPCP RI.	*Contractor requirements are designed to meet applicable NYS CBS requirements and supplement the WPCP's Spill Prevention Report (SPR)*
Before Contractor's On-Site Work	
(CBS-C1) Provide a table identifying temporary aboveground storage tanks (ASTs) and containers storing hazardous substances that are to be brought on-site by the Contractor to complete a construction project. Provide the total capacity, contents, construction material (i.e., steel, fiberglass), secondary containment type, and secondary containment capacity. Include all stationary and non-stationary (mobile) tanks. Provide cut sheets describing specifications of the tanks. Provide an updated table to identify any additions or deletions from the table and as needed to maintain current and accurate information.	
(CBS-C2) Provide the manufacturing specification for each AST to be brought on-site to store hazardous substances. Demonstrate that tank design meets or exceeds one of the following manufacturing standards: API 650, API 620, CAN4-S601-M84, CAN4-S630-M84, ASTM D4097-88, or ASTM D3299-88 or a comparable standard developed by a nationally recognized association or independent testing laboratory. See www.api.org and www.astm.org for tank manufacture standards.	
(CBS-C3) Ensure ASTs to be brought on-site have a useful life for the duration of on-site use and are in sufficient condition to meet or exceed the inspection and testing requirements while on-site.	

(CBS-C4) Provide tank specifications, testing schedule, application, and fees to BWT Project Management. BWT Project Management will attach a letter and submit the application and fees to NYC DEC. All ASTs that store a hazardous substance with a capacity of 185 gallons or greater must be registered with the NYS DEC. Contact the NYS Bulk Storage Help Line at 518-402-9543 for assistance.	
(CBS-C5) No underground storage tanks are allowed on-site at a BWT WPCP.	
(CBS-C6) Tanks and ancillary piping installed by the Contractor must be tested for tightness before put in service on-site. All test records and manufacturer documents must be provided to BWT. BWT will incorporate these records into and update the WPCP's SPR. Documentation for start-up must include the manufacturer's life expectancy of the tank and piping and Contractor certification of installation for the tank system.	

CBS Checklist	
Contractor Requirements	**Assessment/Comment**
(CBS-C7) Review the regulated hazardous substances cited at Part 597.2 and provide a list of the hazardous substances to be brought on-site. Provide MSDSs for each hazardous substance to be brought on-site. The WPCP's RI and BWT's Project Management section will revise or modify the WPCP's SPR as necessary with information provided by the Contractor.	
(CBS-C8) Provide a facility layout drawing showing: • The proposed location of ASTs and containers storing hazardous substances; • The contents of each; • Associated piping; • Secondary containment systems; • The location of all transfer areas and the direction of flow in the event of a spill from any tank, container, containment area, or transfer area; and • The locations for the Contractor's on-site spill response kits adequate to respond to likely spills and releases from hazardous substances and waste stored or handled on-site	
(CBS-C9) Provide the disposal plan for waste generated on-site (i.e., solid waste, special waste, hazardous waste). No on-site disposal of waste is allowed.	
(CBS-C10) Provide written procedures for spill response and the disposal of recovered material in the event of a spill or release to the environment. The written procedures must include Contractors company contact list with emergency telephone numbers.	
(CBS-C11) Provide written procedures for loading / unloading contents from tanks. The procedure must address how the Contractor will prevent deliveries to the wrong tank, ensure safe deliveries, and respond to spills and releases.	
(CBS-C12) No damaged equipment or tanks are allowed on-site that may potentially cause a spill or release or otherwise not meet manufactures intended use. Used tanks cannot be reinstalled on-site unless they meet the standards for new tanks cited at 6 NYCRR 599.8. If a used tank meets the standards for new tanks it may be reinstalled if it is thoroughly inspected, internally and externally, and found to be structurally sound and free of deficiencies.	
(CBS-C13) Utilize this Contractor's CBS Checklist to ensure compliance with BWT policy and procedures while working on-site.	

During Contractor's On-Site Work	
(CBS-C14) Display the Contractor's tank registration at the WPCP Administration Building with the WPCP's other tank registration certificates. Ensure the information on the tank registrations is consistent with the actual tanks the Contractor has on-site. Allow 90 days for the renewal of the tank registration.	
(CBS-C15) Ensure tank registration is current; tank registration must be renewed every two years. Notify the NYS DEC and BWT Project Management 30 days prior to adding, replacing, reconditioning, or permanently closing a stationary tank. Fee must be paid by Contractor.	

CBS Checklist	
Contractor Requirements	**Assessment/Comment**
(CBS-C16) Ensure all on-site tanks are: • Of sufficient strength to withstand normal handling and use; • Chemically compatible with the hazardous substances being stored; • Protected from, or resistant to, all forms of internal and external wear, vibration, shock, and corrosion; • Have a stable foundation under all operating conditions and be protected from fire, heat, vacuum, and pressure that might cause a tank failure; and • If fiberglass-reinforced plastic material is used, the material must be of sufficient density and strength to form a hard, impermeable shell which will not crack, wick, wear, soften, or separate under normal service conditions.	
(CBS-C17) Ensure on-site tanks are protected from physical damage by moving machinery such as fork lifts and trucks. As a best management practice, BWT requires protective posts or similar measures as needed to protect ASTs from moving machinery.	
(CBS-C18) Protect tanks subject to melting (i.e., plastic, polyethylene, fiberglass-reinforced plastic) against fire and locate them so that any spills or releases could not unduly expose persons, structures, or the environment. Contractor must provide the appropriate fire extinguisher in close proximity to the tanks as needed to protect against flammable liquids and gases.	
(CBS-C19) Fiberglass-reinforced plastic tanks are recommended for on-site work since they are not subject to corrosion. No tanks are allowed to contact the ground. All tanks must be underlain by an impervious barrier such as a concrete pad or other impervious secondary containment system.	
*(CBS-C20) Un*less constructed of corrosion-resistant materials, the exterior surface of ASTs must be painted and protected by an inhibitive primer coat, intermediate inhibitive, and two or more final coats of paint or other method described in Part 599.8 (f).	
(CBS-C21) Drums, containers, and mobile tanks storing 2,200 pounds or more of a hazardous substance must have a containment system capable of retaining 110% of the largest container with the containment system. Secondary containment systems must be a surrounding dike and impoundment system, remote catch tank or impoundment area, or another system or practice which will collect and contain a leak or spill. Capacity of the secondary containment must be 110% of the largest tank inside the containment. However, all manifold tanks require secondary containment volume of 110% of their entire capacity.	
(CBS-C22) The secondary containment system must be designed and constructed to prevent any migration of hazardous substances out of the system. Clay or soil containment systems with plastic liners are not allowed on-site at a WPCP.	

(CBS-C23) Ensure that secondary containment systems are designed so that overfills from connections, vents, and pressure relief devices occur within the secondary containment system. Also, instrumentation devices (i.e., sight glasses) must be located inside the containment system.	
(CBS-C24) Ensure that secondary containment systems are chemically compatible with the substance stored, on a foundation which prevents settlement, equipped with a sump, siphon, or valve that is manually controlled from outside the containment, or is gravity a drainage system with the valve locked in a closed position.	

CBS Checklist	
Contractor Requirements	**Assessment/Comment**
(CBS-C25) Transfer areas (loading and unloading) must have a containment system with a capacity to retain spills and leaks that are likely to occur including spills and leaks from hoses. Containment systems for transfer areas must be coated with a material compatible with the substance being handled and sufficient to retain all substances before cleanup occurs.	
(CBS-C26) Fill ports must be securely locked to prevent unauthorized access. Fill ports remote to the tank must be labeled with the chemical name, hazard warnings, tank information, and closed and open positions for valves and controllers. Fill port pipes installed by the Contractor must be sized according to BWT policy (hypochlorite – 2 inch; sodium hydroxide – 2.5 inch; ferric chloride – 2 inch; polymer – 3 inch).	
(CBS-C27) Discharges of precipitation from secondary containment systems must be uncontaminated; the BWT Shift Engineer must authorize any discharge of precipitation from the secondary containment to the environment or to the WPCP. Failure to follow this procedure could result in a report to the NYC DEP of an illegal Contractor discharge.	
(CBS-C28) Precipitation from secondary containment systems that are contaminated (i.e., visible sheen on the water, analytical data) will not be discharged to the environment in any case and will not be discharged to the WPCP without written authorization from the WPCP duty operator. All contaminated precipitation must be containerized and transported off-site for proper disposal by the Contractor unless written authorization is received from the WPCP duty operator.	
(CBS-C29) ASTs must have a monitoring system for monitoring leakage between the tank bottom and the secondary containment system.	
(CBS-C30) Installation of ASTs must be in a manner consistent with the New York State Uniform Fire Prevention Code, 9 NYCRR Parts 1002 and 1171.2.	
(CBS-C31) Contractors' out of service tanks or containers are not allowed at a WPCP. Contractor is required to remove all out of service and unused tanks within 48 hours unless approved by the WPCP RI. Contractor must demonstrate to the WPCP RI that the tank will be used on-site within a reasonable time period.	
(CBS-C32) All piping must be designed, labeled, protected, and otherwise constructed in accordance with Part 599.13. On-ground piping and underground systems must be installed with secondary containment and provided with leak monitoring. Piping must pass an inspection as specified by Part 599.16 before being placed in service at a WPCP.	

(CBS-C33) All ASTs, fill ports, valves, and mobile tanks must be labeled with required information; label pipe contents (i.e., Ferric Chloride) and flow direction (i.e., arrow pointing to direction of flow); attached warning signs (i.e., No Smoking) at appropriate locations. Required information is provided by the BWT CBS Tank Identification Protocol available from the BWT Project Management Section.	
(CBS-C34) Daily inspections of ASTs and associated piping for hazardous substances must be completed and documented. Contractor is responsible for retaining daily inspection records for the duration of on-site work. Inspections must include an inspection of the tank and the secondary containment system. Contractor shall submit their inspection form for review and approval by the Contract Supervisor and the WPCP RI. Inspections must include inspecting exterior surfaces, pipes, valves, and other equipment for leaks and maintenance deficiencies, cracks, areas of wear, corrosion and thinning, excessive settlement of structures, separation or swelling of tank insulation, malfunctioning equipment, and structural and foundation weaknesses.	

CBS Checklist	
Contractor Requirements	**Assessment/Comment**
(CBS-C35) Tank tightness testing and integrity testing of Contractor ASTs are the responsibility of the Contractor and must be performed in accordance with applicable regulations and the testing schedule identified on the tank registration.	
(CBS-C36) Annual and five-year inspections are the responsibility of the Contractor. These inspections are comprehensive inspections and tests to evaluate the tank integrity and fitness for service. Annual and five-year inspections must be performed by the Contractor in accordance with regulations and the schedule of testing must be included in the Contractors initial submittals.	
(CBS-C37) Training of Contractors personnel handling, using, or storing hazardous substances is the responsibility of the Contractor. Training is to be completed at least annually and include a review of the WPCP's SPR as well as Contractors procedures and on-site work instructions.	
(CBS-C38) Contractor is responsible to notify the Contract Supervisor and the BWT RI in the event of any changes in tanks, containers, materials brought on-site, or procedures that may require changes to the WPCP's SPR.	
(CBS-C39) Contractor is responsible to notify the Contract Supervisor and the Shift Engineer immediately in the event of any spill or release of a hazardous substance to the secondary containment system, the environment, or contact with personnel.	
(CBS-C40) Contractor will have a spill response kits and emergency response equipment adequate to meet emergency response needs of Contractor's on-site work and hazardous substance storage.	
(CBS-C41) Contractor will cooperate fully with the BWT in any routine inspection or incident investigation involving Contractor's use, storage, or transportation of hazardous substances	
(CBS-C42) Contractor will post Contractors emergency contact names and evacuation procedures in close proximity of Contractors work area(s). Contractor will provide the WPCP RI and BWT Project Management with Contractor emergency contact information so they can be attached by the WPCP's SPR.	
After Completion of Contractor's On-Site Work	
(CBS-C43) Provide a written de-mobilization schedule to the Contract Supervisor and the BWT RI at least five business days prior to the commencement of de-mobilization.	
(CBS-C44) Properly drain, close, and prepare all tanks, pipes, fill ports, valves, and containers appropriately for transportation off-site. Contractor is responsible for the safe handling and transportation of tanks, containers, and equipment during de-mobilization.	

(CBS-C45) Demobilize and remove from the WPCP all tanks, fill ports, pipes, drums, totes, and containers used on-site not intended for permanent use at the WPCP. Contractor is responsible to remediate any areas of impacted soil, repair any erosion, and restore the ground surface to the intended slope or contour.	
(CBS-C46) Notify the Contract Supervisor and the BWT RI of any known or suspected impacted soil, groundwater, or surface water discovered during de-mobilization. Clean up shall be the responsibility of the Contractor.	

SECTION 01 21 20 – EXPANDED WORK ALLOWANCE
CONTRACT PS-318

PART 1 GENERAL

1.01 SUMMARY

A. The total amount of the Contract shall include an Allowance (the "Expanded Work Allowance" or "EWA") that, subject to compliance with the terms of this Contract, can be used for the items set forth in Article 1.05.B herein (said items to be referred to as the "Expanded Work Items" and this Section 01 21 20 shall be referred to as the "EWA Specification"). Payment for the Expanded Work Items may only be made through the EWA in accordance with this EWA Specification. Except as specifically provided in this EWA Specification, nothing in this EWA Specification alters, or will be deemed to alter, the interpretation or application of the Contract, including but not limited to Articles 21, 24, 25, 26, 28, and 78 thereof.

B. Section Includes:

1. Process
2. Work Eligible for Expanded Work Allowance
3. Work Not Eligible for Expanded Work Allowance

C. The following index of this Section is presented for convenience:

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1.02 PAYMENT

A. Eligible EWA payments will be made under Contract Item No. A-5, titled “Expanded Work Allowance.” The Contractor shall only be entitled to payment from the EWA under the conditions and in accordance with the requirements set forth in this EWA Specification. In the event the EWA amount or any portion thereof remains unexpended at the conclusion of the Contract, such amount shall remain the sole property of the City.

1.03 RELATED SECTIONS

A. Not Used

1.04 REFERENCES

A. Definitions

1. Capitalized terms not otherwise defined in this EWA Specification shall have the meaning ascribed to them in the Contract.

1.05 DESCRIPTION

A. PROCESS

1. Except for those provisions specifically applicable to Expanded Work Items, all other provisions of the Contract applicable to Work shall be applicable to Expanded Work Items. To be eligible for the EWA, all work must be authorized in conformance with this EWA Specification and payment for the Expanded Work Items will not be made without written authorization as set forth in this EWA Specification. This EWA Specification shall not be used to make interim payment for work that is being progressed as disputed Work.

2. The EWA may be utilized only under the conditions set forth in this EWA Specification.

3. The Contractor may request that identified Extra Work be subject to the EWA. If the Engineer determines that use of the EWA is appropriate, in their sole discretion, the Engineer will prepare a written scope document for the Expanded Work Items (“EWA Scope Memo”). Upon EAO approval, the Engineer will issue a Notice of Direction ("NOD") to proceed under the EWA Scope Memo. The EWA Scope Memo will set forth the maximum amount payable from the EWA (“Maximum Amount”) prior to the issuance of a final cost memorandum, in accordance with this Section. The Maximum Amount may be increased from time to time by the Engineer, in their sole discretion, except that the Maximum Amount may not exceed 80% of the Engineer’s estimated total cost for such Work (the “Estimated Cost”) unless and until a final cost and scope is determined and a final cost memorandum (“Final Cost Memo”) executed in accordance with this Section.

4. Neither the Maximum Amount nor the Estimated Cost will be deemed to be the final cost of the Expanded Work Items. The final cost for the Expanded Work Items will be determined in accordance with Article 26 of the Contract as if the Expanded Work Items were Extra Work. The Contractor must submit its detailed price proposal for the Expanded Work Items, calculated in accordance with the Contract, within the time period set forth in the EWA Scope Memo or within 90 Days after the executed EWA Scope Memo is issued to the Contractor, whichever is sooner ("Submission Period").

5. Once the EWA Scope Memo is executed and the Contractor is issued an NOD to proceed with the Work, the Agency will make progress payments for completed work under the EWA Scope Memo, as provided in the Contract, up to the Maximum Amount.

6. The Agency will not make any progress payments for the performance of the Expanded Work Items beyond the Submission Period set forth in sub-Section 4, above, unless and until a final cost and scope has been determined and a Final Cost Memo executed in accordance with this Section. No amounts above the Maximum Amount will be payable from the EWA, unless and until a final cost and scope has been determined and a Final Cost Memo executed in accordance with this Section. In all events, the Contractor shall promptly and diligently comply with the Engineer's direction and perform all Work required by the Contract and the EWA Scope Memo.

7. Upon receipt of the Contractor's detailed cost proposal, the Engineer will evaluate the proposal and initiate negotiations, as necessary, to determine the final cost of the Expanded Work Items in accordance with Article 26 of the Contract as if the Expanded Work Items were Extra Work. The Contractor is responsible to furnish time and material records in accordance with Article 28 of the Contract for all work performed under an EWA Scope Memo until a Final Cost Memo is executed. If the parties cannot agree on a unit price or fixed price, the Contractor will be paid on the basis of time and material records in accordance with Article 26 of the Contract as if the Expanded Work Items were Extra Work, subject to the provisions of Article 28 of the Contract.

8. A Final Cost Memo will be prepared by the Engineer to be executed by the parties. The total net sum of the amounts added and/or credited under the EWA Scope Memo and payment of the finalized Final Cost Memo constitutes full accord and satisfaction for the costs resulting from the Expanded Work Items. In the event the EWA is insufficient to pay the full amount of the Final Cost Memo, the parties agree to execute change order documents for the remaining funds, subject to registration in accordance with the New York City Charter.

9. Upon EAO approval, the Engineer has the power to execute the Final Cost Memo on behalf of the Commissioner. The description of the work

described in the Final Cost Memo shall be considered to be included in the description of the Work as if it were fully set out in the Contract Documents and the Contractor shall perform the Work necessary to complete the Expanded Work Items in the same manner and under the same terms as any other Work described in the Contract Documents.

10. All payments for EWA work will be billed with other Contract Work and paid pursuant to Article 42 of the Contract.

11. No payment will be made for incomplete items included in the EWA Scope Memo and/or the Final Cost Memo.

B. WORK ELIGIBLE FOR AN EXPANDED WORK ALLOWANCE

1. Only the items set forth below shall be eligible for consideration by the Engineer for payment using the EWA:

a. Non-material changes in the Work necessary to complete Contract Work due to the following:

1) Site conditions that significantly differ from those included in the Contract Documents and that could not reasonably have been anticipated by the Contractor (excluding pollution remediation).

2) Overruns of unit price items and quantity increases in accordance with Article 26.

3) NYCDOT traffic stipulations or permit requirements required for the operation of the construction site that significantly differ from those included in the Contract Documents and that could not have been anticipated by the Contractor.

4) Changes to the sizes of materials or changes to specifications of materials from those provided in the Contract Documents that are approved by the Commissioner and/or the Engineer.

b. Non-material changes in the scope of Work directed by the Commissioner that result in a net change in the cost to the Contractor for the Work to be performed under this Contract, including but not limited to for the following:

1) Increased costs of operation and maintenance of the Site due to changed 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 in accordance with Article 78.2 of the Contract.

2) Construction methodology changes issued in writing by the Engineer.

3) Changes as a result of newly available technology that became available and/or approved for use by the City after the bidding opening was complete.

4) Safety enhancements not regulated or beyond Law.

5) Additional work to address non-regulatory changes in Agency or City policy.

6) Contractor-initiated value engineering that results in reduced scope, more efficient design or more efficient construction in accordance with Contract value engineering requirements concerning the sharing of cost or time changes from such value engineering.

7) The following administrative/regulatory non-material scope changes after Bid submission:

   a) Changes to applicable federal, state and local laws, rules, ordinance, regulations, or requirements of the local authority having jurisdiction, including:

      (1) FDNY regulatory requirements that result in revisions or upgrades to existing standpipes, fire alarm systems, hydrants, pre-combustion gas compressors, or sprinkler systems that are not provided in the Contract documents.

      (2) Changes to DOB regulatory requirements.

      (3) Changes to DEP and NYS DEC regulatory requirements.

      (4) Additions due to Local Law 94 of 2019 with respect to sustainable roof.

      (5) Public Design Commission regulatory requirements resulting in change in material/structure to match overall site scheme.

      (6) Addition of bypasses/shut off valves to avoid interruption of service to adjacent jurisdictions or neighborhoods.

   b) Changes due to utility company requests.

C. WORK NOT ELIGIBLE FOR EWA

1. Items not specifically numerated in Article 1.05.B are ineligible for EWA.
2. Notwithstanding anything in Article 1.05.B, the following work is not eligible for EWA:
    a. Costs related to design errors and/or omissions.
    b. Costs related to pollution remediation.
    c. Costs associated with the purchase of standalone equipment.
    d. Costs for initial outfitting.

1.06 QUALITY ASSURANCE

A. Not Used

1.07 SUBMITTALS

A. Not Used

1.08 DELIVERY, STORAGE, AND HANDLING

A. Not Used

1.09 SPARE PARTS, SPECIAL TOOLS, AND SUPPLIES

A. Not Used

1.10 WARRANTY

A. Not Used

PART 2 PRODUCTS

2.01 MANUFACTURERS

A. Not Used

2.02 MATERIALS / EQUIPMENT

A. Not Used

2.03 FABRICATION / ASSEMBLING / FINISHES

A. Not Used

2.04 SOURCE QUALITY CONTROL / SHOP TESTS

A. Not Used

PART 3 EXECUTION

3.01 EXAMINATION / PREPARATION

A. Not Used

3.02 CHOOSE AN ITEM.

A. Not Used

3.03 FIELD TESTING / QUALITY CONTROL

A. Not Used

3.04 STARTUP / DEMONSTRATION

A. Not Used

3.05 ADJUSTING / PROTECTION / CLEANUP

A. Not Used

END OF SECTION

NO TEXT ON THIS PAGE

PART 1 GENERAL

1.01 SUMMARY

A. The Contractor is encouraged to and is authorized to develop, prepare, and submit to the Agency Chief Contracting Officer or his/her designee (the "ACCO"), in writing, Value Engineering Proposals (VEPs) for modifying the plans, Specifications or other requirements of the Contract for the sole purpose of reducing the net cost of construction.

B. VEPs shall not impair, in any manner, the essential functions or characteristics of the Project, including but not limited to service life, economy of operation, ease of maintenance, desired appearance, design, and safety standards.

C. The following index of this Section is presented for convenience:

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1.02 PAYMENT

A. VEP Cost Sharing and Payment

1. VEP net cost savings and payment shall be determined as follows:

2. "Net Cost Savings": means the total reduction in Contractor cost of performance resulting from the acceptance of the VEP minus allowable Contractor development and implementation costs.

3. DEP's cost to review, design, and implement the VEP shall be determined by ACCO and fifty (50%) percent of such cost shall be deducted from the total Contract price as part of a VEP change order.

4. Payment for an accepted VEP shall be reflected in the adjusted total Contract price per the following:

   a. Original Contract price for the Work;

   b. Less fifty percent (50%) of Net Cost Savings;

   c. Less fifty percent (50%) of the City's Cost.

1.03 RELATED SECTIONS

A. Not Used

1.04 REFERENCES

A. Abbreviations / Acronyms:

1. VEP - Value Engineering Proposal

1.05 DESCRIPTION

A. Consideration of VEPs

1. The provisions of this Section shall not be construed to require DEP to consider any VEP, which may be submitted hereunder.

2. Proposed changes in the following will not be accepted as VEPs:

   a. Wastewater treatment process

3. If a VEP submitted by the Contractor is similar to a change in the Contract Documents under consideration by DEP for the Project at the time said VEP is submitted, or if such a VEP is based upon or similar to Specifications, policy or details adopted by DEP after the advertisement for the Contract and prior to conceptual discussion between the Contractor and DEP, DEP will not accept such VEP and reserves the right to make such changes without compensation to the Contractor under the provisions of this Section.

4. A VEP that requires a material change in Contract scope will not be considered as an acceptable VEP.

B. ACCO Is Sole Judge

1. ACCO will be the sole judge of the acceptability of a VEP.

2. In determining the net cost savings, DEP reserves the right to disregard the Contract bid prices if, in the judgment of ACCO, such prices do not represent a fair measure of the value of Work to be performed or to be deleted.

C. Continuation of Contract Work

1. The Contractor shall continue to perform the Work in accordance with the requirements of the Contract until an executed change order incorporating an accepted VEP has been issued. If an executed change order has not been issued by the date upon which the Contractor's VEP specifies that a decision thereon should be made, or such other date as the Contractor may subsequently have specified in writing, such VEP shall be deemed rejected.

1.06 QUALITY ASSURANCE

A. All approved VEPs shall deliver the same quality of product, finish, or workmanship as originally specified under the Contract.

1.07 SUBMITTALS

A. General

1. The Contractor's VEP submittal shall include the following in order to be considered for approval by ACCO:

a. Cover letter proposing the VEP and written description.

b. Complete description of the difference between the existing Contract requirements and those proposed, listing of advantages and disadvantages associated with the VEP, and effect, if any, the VEP has on the performance of the Work.

c. Preliminary sketches.

d. List and analysis of the Contract requirements that must be changed if the VEP is accepted, including proposed Specification requirements.

e. A separate, detailed cost estimate showing the affected portions of the existing Contract requirements and the cost savings associated with the VEP. The VEP cost estimate shall include an itemization of the Contractor's development and implementation costs along with all costs attributable to Subcontractors. This cost estimate shall be correlated, where required, with the original detailed estimate breakdown submitted by the Contractor.

f. Description and estimate of the costs DEP may incur implementing the VEP.

g. Prediction of effect the VEP will have on DEP's Operations and Maintenance costs should the VEP be accepted.

h. Statement of time by which a change order must be issued to achieve maximum value and cost reduction, noting any time impact on Contract milestones and the completion date. This statement shall be correlated with, where required, the baseline construction schedule in use for monitoring progress.

i. If ACCO notifies the Contractor that additional information is required to evaluate the VEP, such information must be provided in a timely manner; otherwise, the VEP will be rejected.

2. The VEP shall be submitted to ACCO for review and processing.

3. VEPs may be submitted at any time following the Notice to Proceed and up to 90 days prior to the latest accepted date for Substantial Completion.

B. Contract Time

1. Acceptance of a VEP and performance of the Work thereunder shall not extend the time for completion of the Contract unless specifically provided for in the Contract change order implementing the VEP.

C. VEP Design Requirements

1. Upon acceptance of the VEP, ACCO will incorporate the VEP into the Contract Documents. The cost to revise and update the Contract Documents shall be included in DEP's cost.

D. VEP Review and Acceptance

1. Within 15 days after the date of submittal of the VEP, ACCO shall notify the Contractor of the status of the review of the VEP proposal. If DEP requires additional time to evaluate the Contractor's VEP, ACCO will notify the Contractor of the additional review time required within such 15-day period.

2. The Contractor has the right to withdraw the VEP at any time during the review process.

3. Any VEP may be accepted in whole or part at ACCO's discretion.

4. DEP expressly reserves the right to adopt a VEP for use on other contracts administered by it.

5. The accepted VEP shall be incorporated into the Contract pursuant to a change order. The change order will include any changes in the quantities of unit bid items and new agreed price items, as appropriate.

6. ACCO will provide to the Contractor, along with the notification of the acceptance of the VEP, an assessment of DEP's cost in order to finalize VEP cost sharing and payment arrangements as defined in this Section. This will be used in determining the VEP change order amount.

E. Conditions

1. The following conditions shall apply to any VEP accepted by ACCO:

a. Bid prices may not be based on the anticipated approval of a VEP, and if a VEP is rejected, the Contractor will be required to complete the Contract in accordance with the plans and Specifications at the prices bid.

b. Where a VEP has been approved and implemented by change order but subsequent modifications to the VEP are necessary in order to adjust for unanticipated field or other conditions, any further change order(s) to implement those subsequent modifications will provide for payment for any additional Work at prices no higher than those in the Contractor's bid, as if such Work was being done in accordance with the original Contract requirements.

c. If the Engineer determines that unsatisfactory results are being obtained as a result of Work performed pursuant to an implemented VEP, he/she may reject all or any portion of such Work and direct its removal, and require the Contractor to proceed in accordance with the original Contract requirements. The change order required to "reverse" the VEP shall not entitle the Contractor to compensation for any Work performed under the failed VEP or for its removal. Such rejection or limitation of reimbursement shall not constitute the basis of any claim against DEP.

d. All terms and conditions of the Contract, including quality of the Work and inspection, shall apply to a VEP accepted by ACCO as if the VEP was included originally.

e. The Contractor shall have no claim against DEP due to or arising from ACCO's rejection of a VEP.

1.08 DELIVERY, STORAGE, AND HANDLING

A. Not Used

1.09 SPARE PARTS, SPECIAL TOOLS, AND SUPPLIES

A. Not Used

1.10 WARRANTY

A. Not Used

PART 2 PRODUCTS

2.01 MANUFACTURERS

A. Not Used

2.02 MATERIALS / EQUIPMENT

A. Not Used

2.03 FABRICATION / ASSEMBLING / FINISHES

A. Not Used

2.04 SOURCE QUALITY CONTROL / SHOP TESTS

A. Not Used

PART 3 EXECUTION

3.01 EXAMINATION / PREPARATION

A. Not Used

3.02 APPLICATION

A. Not Used

3.03 FIELD TESTING / QUALITY CONTROL

A. Not Used

3.04 STARTUP / DEMONSTRATION

A. Not Used

3.05 ADJUSTING / PROTECTION / CLEANUP

A. Not Used

END OF SECTION

SECTION 01 27 00 – MEASUREMENT AND PAYMENT
CONTRACT PS-318

PART 1 GENERAL

1.01 SUMMARY

A. The Total Bid Price for the Contract shall include the following items in the Bid Schedule of Prices.

1. Lump Sum Prices (Contract Items LS-1 through LS-7)

2. Unit Price Items (Contract Items UP-1 through UP-14)

3. Allowances (Contract Items A-1 through A-4)

B. Excluding the Allowance and Unit Price items specified in this Section, no separate payment will be made for the Work. All costs thereof shall be included by the Contractor in its lump sum prices bid for the Contract.

C. Payment of the Total Bid Price shall be in accordance with the requirements of the Contract Documents.

D. The following index of this Section is presented for convenience:

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1.02 PAYMENT

A. There is no separate payment provision for this Section.

1.03 RELATED SECTIONS

A. Not Used

1.04 REFERENCES

A. Not Used

1.05 DESCRIPTION

A. Lump Sum Price Contract Items

1. Contract Item LS-1 – Insurance and Bonds

a. Under Contract Item LS-1 – Insurance and Bonds, the Contractor shall be reimbursed in a one-time lump sum payment for premium costs necessary to secure and maintain all insurance and payment and performance bonds, as indicated in Schedule A of the General Conditions, for the duration of the original term of the Contract. LS-1 shall not include costs for any additional premium costs as a result of Contract extensions or change orders.

b. The value for LS-1, as indicated on the Bid Schedule of Prices, shall not exceed three percent (3%) of the Total Bid Price for the Contract, excluding the bid values for all Allowance Items. Should the Contractor's bid for LS-1 exceed 3%, LS-1 shall be adjusted to 3% with any overage added to LS-3 – Work Result. In no event will the Total Bid Price for the Contract be adjusted because of this re-allocation.

c. The Contractor shall be reimbursed for actual amounts paid for such premiums, without any markup for overhead or profit, upon Contractor's submission of paid invoice(s) and upon DEP's acceptance of the same. If the Contractor's actual amount paid is less than the value of LS-1, payment shall be limited to the actual amount paid and the Contractor shall not be entitled to the remaining balance of LS-1.

d. The 5% retainage specified in Schedule A applies to all payments including those for Insurance and Bonds.

2. Contract Item LS-2 - Mobilization

a. Under Contract Item LS-2 - Mobilization, the Contractor shall offset all costs necessary to commence the Work, including but not limited to, staging and production, supervision, and prefinancing as required under this Contract.

b. The value for Mobilization, as indicated on the Bid Schedule of Prices, shall not exceed six percent (6%) of the Total Bid Price for the Contract, excluding the bid values for all Allowance Items. Should the Contractor's bid for Mobilization exceed 6%, the Mobilization Item shall be adjusted to 6% with any overage added

to LS-3 Work Result. In no event will the Total Bid Price for the Contract be adjusted because of this re-allocation.

c. Partial Payments

1) The Contractor shall be paid the first half of Mobilization after all of the following deliverables are completed to the satisfaction of the Resident Engineer:

a) Preliminary and Final Schedule of Values per Section 01 29 10 – Schedule of Values.

b) Preliminary CPM Schedule per Section 01 32 10 – Progress Scheduling.

c) Submissions pertaining to Environmental, Health, and Safety Requirements per Section 01 35 27 – Environmental Health and Safety Requirements.

2) The Contractor shall be paid the second half of Mobilization in a subsequent partial payment after all of the following deliverables are completed to the satisfaction of the Resident Engineer:

a) Final Detailed CPM Schedule per Section 01 32 10 – Progress Scheduling.

b) Installation of the project information panel and its supports per Section 01 58 13 – Temporary Project Signage.

c) Installation of the project field office trailers and support per Section 01 52 10 – Temporary Field Office Trailers and Section 01 52 40 - Field Office Equipment and Supplies.

d) Installation of the project fencing and security requirements per Section 01 35 55 - Site Security Procedures and Section 01 56 00 - Temporary Barriers and Enclosures.

e) Installation of the project water and sanitary requirements per Section 01 51 11 - Temporary Water and Sanitary Services.

f) Installation of the project heating and ventilation requirements per Section 01 51 12 - Temporary Heat and Ventilation.

g) Installation of the project electrical requirements per Section 01 51 30 - Temporary Electrical System and Section 01 51 40 - Interim Power.

d. The 5% retainage specified in Schedule A applies to all payments including those for Mobilization.

e. The payments for Mobilization do not apply to costs associated with change orders.

3. Contract Item LS-3 – Work Result

a. Contract Item LS-3 has been provided on the Bid Schedule of Prices as a lump sum price for all Contract Work not inclusive of Insurance and Bonds, Mobilization, De-Mobilization, Unit Prices, and Allowance items.

b. Payment under Contract Item LS-3 will constitute full compensation for all labor and materials required to complete all Work under this Contract, with the exception of Mobilization, De-Mobilization, the Unit Price Items and Allowances as specified herein and shown on the Bid Schedule of Prices.

4. Contract Item LS-4 – De-Mobilization

a. Under Contract Item LS-4 – De-Mobilization, the Contractor shall offset all costs necessary to de-mobilize the Work, including but not limited to removal of all temporary facilities, materials, and equipment from the Site, as well as removal of all Contractor's facilities in the staging area, as required under this Contract. The following Work shall be compensated by Contract Item LS-4 – De-Mobilization:

1) Removals pertaining to Temporary Water and Sanitary Services per Section 01 51 11 - Temporary Water and Sanitary Services.

2) Removals pertaining to Temporary Heat and Ventilation per Section 01 51 12 – Temporary Heat and Ventilation.

3) Removals pertaining to Temporary Electrical Systems per Section 01 51 30 - Temporary Electrical Systems.

4) Removals pertaining to Temporary Field Office Trailers per Section 01 52 10 - Temporary Field Office Trailers.

5) Removals pertaining to Temporary Field Office Equipment and Supplies per Section 01 52 40 – Temporary Field Office Equipment and Supplies.

6) Removal pertaining to Temporary Guard Booth Removal per Section 01 52 50 - Temporary Guard Booth.

7) Activities pertaining to Vehicular Access and Parking per Section 01 55 00 - Vehicular Access and Parking.

8) Removals pertaining to Traffic Control per Section 01 55 26 - Traffic Control.

9) Removals pertaining to Temporary Barriers and Enclosures per Section 01 56 00 - Temporary Barriers and Enclosures.

10) Removals of the project information panel and its supports per Section 01 58 13 - Temporary Project Signage.

11) Final Cleaning per Section 01 74 17 - Cleaning and Site Maintenance.

12) Final Record Documents per Section 01 78 39 - Final Record Documents.

5. The value for De-Mobilization, as indicated on the Bid Schedule of Prices, shall not exceed one percent (1%) of the Total Bid Price for the Contract, excluding the bid values for all Allowance Items. Should the Contractor's bid for de-mobilization exceed 1%, the De-Mobilization Item shall be adjusted to 1% with any overage added to LS-3 Work Result. In no event will the Total Bid Price for the Contract be adjusted because of this re-allocation. Notwithstanding any other Contract Item, Contract Item LS-4 shall not be considered to pay for Work to be paid under other Contract Items included elsewhere in the Contract, and shall be considered in addition to any such other Contract Items. The Contractor shall be paid the De-Mobilization Price, as set forth in Article 45 of the City of New York Standard Construction Contract, after the Resident Engineer has certified that all Work under this item has been satisfactorily completed.

6. Contract Item LS-5 – Vertical Solids Handling Pumping Units (Dry Pit Submersible for Wastewater Service)

a. Payment under Contract Item LS-5 will constitute full compensation for furnishing, installing, testing, commissioning, and training on the equipment described below. **Payment shall not exceed $2,541,711.48.**

b. Description: Vertical Solids Handling Pumping Units (Dry Pit Submersible for Wastewater Service) as specified in Section 43 23 31.05 – Vertical Centrifugal Pumping Units.

c. Measurement for Payment:

Stage of Work Reached	**Percent of the Amount Bid for LS-4 to be paid in the next partial payment**
All submittals with "Furnish as Submitted (FAS), Furnish as Corrected (FAC), or Furnish as Noted (FAN) status in accordance with Section 01 33 00 – Submittal Procedures and Section 43 05 21 – Common Work Result for Pumping Units	5%
Upon completion of successful Witness Shop Testing and approval by the Engineer of all detailed Witness Shop test performance reports in accordance with Section 01 43 15 –	10%

Witness Shop Testing and Section 43 05 21 – Common Work Result for Pumping Units	
Upon completion of Operation and Maintenance Manual annotated "Furnish as Submitted (FAS), Furnish as Corrected (FAC), or Furnish as Noted (FAN)" in accordance with Section 01 78 25 – Operation and Maintenance Manuals and Section 43 05 21 – Common Work Result for Pumping Units	5%
Upon delivery to the Site of six (6) Vertical Solids Handling Pumping Units (Dry Pit Submersible for Wastewater Service)	10%
Upon delivery to the Site of Spare Parts	5%
Upon installation of six (6) Vertical Solids Handling Pumping Units (Dry Pit Submersible for Wastewater Service)	50%
All Lesson Plans for this equipment with Furnish as Submitted (FAS) status in accordance with Section 01 33 00 – Submittal Procedures and Section 01 79 05 – Equipment Start-up and Training	5%
Upon completion of: • Preliminary and Final Field Tests • Equipment Start-Up and Training • Commissioning For all six (6) Vertical Solids Handling Pumping Units (Dry Pit Submersible for Wastewater Service)	10%

Footnotes (FN) to the table above:

(i) Payment includes costs for representatives of the Engineer or the Agency for Witness Shop Testing as described in Section 01 43 15 – Witness Shop Testing.

(ii) In accordance with Section 01 78 25 – Operation and Maintenance Manuals, as a prerequisite to obtaining payments in excess of 50 percent of the equipment cost for equipment furnished under this Contract, the Contractor shall prepare, submit and obtain the Engineer's approval, as designated by "Approved," of an operation and maintenance manual ("Manual") for each item of equipment supplied under the Contract. Approval is a prerequisite for continuing payments for equipment furnished by the Contractor, providing instructional services, and equipment start-up.

(iii) Since there are six (6) Vertical Solids Handling Pumping Units (Dry Pit Submersible for Wastewater Service), a prorated percentage will be paid in the next partial payment based on progress for each of the six (6) Pumping Units.

(iv) Payment includes costs for manufactures' representatives onsite for installation of this equipment per Section 01 73 17 – Installation of Equipment.

(v) Operation and Maintenance Manuals shall be submitted in accordance with Section 01 78 25 – Operations and Maintenance Manuals and paid under LS-3.

7. Contract Item LS-6 – 48" Plug Valves

a. Payment under Contract Item LS-5 will constitute full compensation for furnishing, installing, testing, and commissioning on the equipment described below. **Payment shall not exceed $1,052,110.73.**

b. Description: 48" Plug Valve as specified in Section 40 05 53 – Process Valves 4-inch diameter and larger

c. Measurement for Payment:

Stage of Work Reached	**Percent of the Amount Bid for LS-5 to be paid in the next partial payment**
All submittals with "Furnish as Submitted (FAS), Furnish as Corrected (FAC), or Furnish as Noted (FAN) status in accordance with Section 01 33 00 – Submittal Procedures and Section 40 05 53 – Process Valves 4-Inch Diameter and Larger	5%
Upon completion of successful Witness Shop Testing and approval by the Engineer of all detailed Witness Shop test performance reports in accordance with Section 01 43 15 – Witness Shop Testing and Section 40 05 53 – Process Valves 4-Inch Diameter and Larger	10%
Upon completion of Operation and Maintenance Manual annotated "Furnish as Submitted (FAS), Furnish as Corrected (FAC), or Furnish as Noted (FAN)" in accordance with Section 01 78 25 – Operation and Maintenance Manuals and Section 40 05 53 – Process Valves 4-inch diameter and larger	5%
Upon delivery to the Site of two (2) 48-Inch Plug Valves	15%
Upon installation of two (2) 48-Inch Plug Valves	50%
All Lesson Plans and Operation and Maintenance Manuals for this equipment with Furnish as Submitted (FAS) status in accordance with Section 01 33 00 – Submittal Procedures and Section 01 79 05 – Equipment Start-up and Training	5%
Upon completion of: • Preliminary and Final Field Tests • Equipment Start-Up • Commissioning For both 48-inch plug valves	10%

Footnotes (FN) to the table above:

(i) Payment includes costs for representatives of the Engineer or the Agency for Witness Shop Testing as described in Section 01 43 15 – Witness Shop Testing.

(ii) In accordance with Section 01 78 25 – Operation and Maintenance Manuals, as a prerequisite to obtaining payments in excess of 50 percent of the equipment cost for equipment furnished under this Contract, the Contractor shall prepare, submit and obtain the Engineer's approval, as designated by "Approved," of an operation

and maintenance manual ("Manual") for each item of equipment supplied under the Contract. Approval is a prerequisite for continuing payments for equipment furnished by the Contractor, providing instructional services, and equipment start-up.

(iii) Since there are two (2) 48-Inch Plug Valves, a prorated percentage will be paid in the next partial payment based on progress for each of the two (2) Plug Valves

(iv) Payment includes costs for manufactures' representatives onsite for installation of this equipment per Section 01 73 17 – Installation of Equipment.

(v) Operation and Maintenance Manuals shall be submitted in accordance with Section 01 78 25 – Operations and Maintenance Manuals and paid under LS-2.

8. Contract Item LS-7 – Diesel Engine Generator

a. Payment under Contract Item LS-6 will constitute full compensation for furnishing, installing, testing, training, and commissioning on the equipment described below. Payment shall not exceed $1,285,746.00.

b. Description: 1000kW, 480V Diesel Engine Generator as specified in Section 26 32 13 – Engine Generators.

c. Measurement for Payment:

Stage of Work Reached	Percent of the Amount Bid for LS-6 to be paid in the next partial payment
All submittals with "Furnish as Submitted (FAS), Furnish as Corrected (FAC), or Furnish as Noted (FAN) status in accordance with section 01 33 00 – Submittal Procedures and Section 26 32 13 – Engine Generators	5%
Upon completion of successful Witness Shop Testing and approval by the Engineer of all detailed Witness Shop test performance reports in accordance with Section 01 43 15 – Witness Shop Testing and Section 26 32 13 – Engine Generators	10%
Upon completion of Operation and Maintenance Manual annotated "Furnish as Submitted (FAS), Furnish as Corrected (FAC), or Furnish as Noted (FAN)" in accordance with Section 01 78 25 – Operation and Maintenance Manuals and Section 26 32 13 – Engine Generators	5%
Upon delivery to the Site of Diesel Engine Generator	15%
Upon installation of Diesel Engine Generator	50%
All Lesson Plans and Operation and Maintenance manuals for this equipment with Furnish as Submitted (FAS) status in accordance with Section 01 33 00 – Submittal Procedures and Section 01 79 05 – Equipment Start-up and Training	5%
Upon completion of:	10%

• Preliminary and Final Field Tests • Equipment Start-Up and Training • Commissioning For Diesel Engine Generator	

(i) Payment includes costs for representatives of the Engineer or the Agency for Witness Shop Testing as described in Section 01 43 15 – Witness Shop Testing.

(ii) In accordance with Section 01 78 25 – Operation and Maintenance Manuals, as a prerequisite to obtaining payments in excess of 50 percent of the equipment cost for equipment furnished under this Contract, the Contractor shall prepare, submit and obtain the Engineer's approval, as designated by "Approved," of an operation and maintenance manual ("Manual") for each item of equipment supplied under the Contract. Approval is a prerequisite for continuing payments for equipment furnished by the Contractor, providing instructional services, and equipment start-up.

(iii) Payment includes costs for manufactures' representatives onsite for installation of this equipment per Section 01 73 17 – Installation of Equipment.

(iv) Operation and Maintenance Manuals shall be submitted in accordance with Section 01 78 25 – Operations and Maintenance Manuals and paid under LS-2

B. Unit Price Items

1. Contract Items UP-1 through UP-14 have been provided on the Bid Schedule as unit prices for the Contract.

   a. Payment under Contract Items UP-1 through UP-14 will constitute full compensation without limitation for all services, labor, and materials necessary to complete a respective unit of Work.

   b. The Contractor and the Engineer shall meet and jointly review the Contractor's "pencil copy" of the payment request prior to submission. The payment request shall include the quantity of unit price Work performed during the performance period.

2. Contract Item UP-1 – Concrete Repair for Cracks up to ¼-inch Wide

   a. Description: The Contractor shall perform crack repairs for cracks up to ¼-inch wide, as specified in Section 03 01 30.71 – Rehabilitation of Cast-in-Place Concrete.

   b. Measurement:

      1) Crack Repair for Cracks up to ¼-inch Wide: The quantities in linear feet to be measured for payment shall be the actual length of cracks repaired by the methods and materials specified under:

         a) Structural crack repair

         b) Epoxy crack repair

         c) Flexible polyurethane crack repair

d) Rigid polyurethane crack repair

c. Payment:

1) Payment for providing crack repairs up to ¼-inch wide, as shown on the Contract Drawings or as directed by the Engineer, shall be paid at the unit price bid for Contract Item UP-1.

3. Contract Item UP-2 – Concrete Repair for Cracks between ¼-inch and ½-inch Wide

a. Description: The Contractor shall perform crack repairs for cracks between ¼-inch and ½-inch wide, as specified in Section 03 01 30.71 – Rehabilitation of Cast-in-Place Concrete.

b. Measurement:

1) Crack Repair for Cracks between ¼-inch and ½-inch Wide: The quantities in linear feet to be measured for payment shall be the actual length of cracks repaired by the methods and materials specified under:

a) Structural crack repair

b) Epoxy crack repair

c) Flexible polyurethane crack repair

d) Rigid polyurethane crack repair

c. Payment:

1) Payment for providing crack repairs between ¼-inch – ½-inch wide, as shown on the Contract Drawings or as directed by the Engineer, shall be paid at the unit price bid for Contract Item UP-2.

4. Contract Item UP-3 – Spall Repair Depth One Inch or Less

a. Description: The Contractor shall perform spall repairs, one inch or less, as specified in Section 03 01 30.71 – Rehabilitation of Cast-in-Place Concrete.

b. Measurement:

1) Spall Repair Depth One Inch or Less: The quantities in square feet to be measured for payment shall be the actual square footage or spalled concrete repaired by the method and materials specified under spall repair.

c. Payment:

1) Payment for providing spall repairs having a depth of one inch or less, as shown on the Contract Drawings or as

directed by the Engineer, shall be paid at the unit price bid for Contract Item UP-3.

5. Contract Item UP-4 – Spall Repair Depth Greater Than One Inch

   a. Description: The Contractor shall perform spall repairs, greater than one inch, as specified in Section 03 01 30.71 – Rehabilitation of Cast-in-Place Concrete.

   b. Measurement:

      1) Spall Repair Depth Greater Than One Inch: The quantities in square feet to be measured for payment shall be the actual square footage of spalled concrete repaired by the method and materials specified under spall repair.

   c. Payment:

      1) Payment for providing spall repairs having a depth greater than one inch, as shown on the Contract Drawings or as directed by the Engineer, shall be paid at the unit price bid for Contract Item UP-4.

6. Contract Item UP-5 – Excavated Soil, Beneficial Reuse

   a. Description: The Contractor shall excavate soil for installation of underground structures, utilities and/or site pavements as specified in Section 31 23 16 – Excavation and transport the suitable soil to the selected beneficial reuse facility.

   b. Measurement:

      1) The quantity of excavated soil, including for, but not limited to, the installation of underground structures, utilities, foundations, and/or site pavements, shall be the cubic yard of suitable soil excavated and transported to the selected beneficial reuse facility.

   c. Payment:

      1) Payment for soil excavation work and transportation to the selected beneficial reuse facility as shown on the Contract Drawings or as directed by the Engineer, shall be paid at the unit price bid for Contract Item UP-5.

7. Contract Item UP-6 – Excavated Soil, Unsuitable Materials

   a. Description: The Contractor shall excavate soil for installation of underground structures, utilities and/or site pavements as specified in Section 31 23 16 – Excavation and transport unsuitable, non-hazardous and non-contaminated soil to the selected disposal facility.

   b. Measurement:

1) The quantity of excavated soil, including for, but not limited to, the installation of underground structures, utilities, foundations, and/or site pavements, shall be the cubic yard of unsuitable, non-hazardous and non-contaminated soil excavated and transported to the selected disposal facility.

c. Payment:

1) Payment for soil excavation work and transportation to the selected disposal facility as shown on the Contract Drawings or as directed by the Engineer, shall be paid at the unit price bid for Contract Item UP-6.

8. Contract Item UP-7 – Excavated Soil, Contaminated and non-Hazardous

a. Description: The Contractor shall excavate soil for installation of underground structures, utilities and/or site pavements as specified in Section 31 23 16 – Excavation and transport the contaminated and non-hazardous soil to the selected disposal facility.

b. Measurement:

1) The quantity of excavated soil, including for, but not limited to, the installation of underground structures, utilities, foundations, and/or site pavements, shall be the cubic yard of contaminated and non-hazardous soil excavated and transported to the selected disposal facility.

c. Payment:

1) Payment for soil excavation work and transportation to the selected disposal facility as shown on the Contract Drawings or as directed by the Engineer, shall be paid at the unit price bid for Contract Item UP-7.

9. Contract Item UP-8 – Common Fill Material

a. Description: The Contractor shall use common fill material for installation of underground structures, utilities and/or site pavements as specified in Section 31 23 23 – Fill.

b. Measurement:

1) The quantity of common fill material, including for, but not limited to, the installation of underground structures, utilities, and/or site pavements, shall be the cubic yard of common fill material furnished and installed.

c. Payment:

1) Payment for the common fill work as shown on the Contract Drawings or as directed by the Engineer, shall be paid at the unit price bid for Contract Item UP-8.

10. Contract Item UP-9 – Drilled Micropiles

    a. Measurement:

        1) The quantities of micro piles per unit to be measured for payment of the unit price bid will be the actual number of piles drilled or installed and left in place in conformity with the Contract.

    b. Payment:

        1) Payment for all micropile work as shown on the Contract Drawings or as directed by the Engineer, shall be paid at the unit price bid for Contract Item UP-9, and will be made at the unit prices bid for micropiles.

        2) Contract Item UP-9 includes cost of inspection of piles, test piles, removing or replacing damaged piles, piles installed for the temporary use or for the convenience of the Contractor, and pile surveys and related drawings.

        3) Cost of all other related work (including: excavating for pile installation, replacing unsuitable materials; furnishing, placing and compacting fill and backfill material; seismic monitoring) shall be included in the lump sum price bid for the Contract.

11. Contract Item UP-10 – Parapet Bracing Steel Kickers

    a. Description: The Contractor shall provide parapet bracing for unreinforced masonry parapets as specified in Section 04 22 00 – Concrete Unit Masonry.

    b. Measurement:

        1) The quantities of steel kickers and steel beam supports per linear foot to be measured for payment bid will be the actual length of kickers and steel beam supports installed and left in place in conformity with the Contract.

    c. Payment:

        1) Payment for all parapet bracing work as shown on the Contract Drawings or as directed by the Engineer, shall be paid at the unit price bid for Contract Item UP-10.

12. Contract Item UP-11 – Exterior Brick and Mortar for East Roof Parapet Repair

    a. Measurement:

        1) The quantity of brick and mortar for the East Roof Parapet Repair shall be the cubic foot of brick and mortar material furnished and installed.

b. Payment:

1) Payment for the exterior brick and mortar for the East Roof Parapet Repair work as shown on the Contract Drawings or as directed by the Engineer, shall be paid at the unit price bid for Contract Item UP-11.

13. Contract Item UP-12 – Repair of Existing Wrought Iron Fences and Gates

a. Measurement:

1) The quantity of wrought iron fence repair shall be measured by linear foot of wrought iron fence and gate repaired.

b. Payment:

1) Payment for the wrought iron fence and gate repair as shown on the Contract Drawings or as directed by the Engineer, shall be paid at the unit price bid for Contract Item UP-12.

14. Contract Item UP-13 – Roof Walkway to Navigate East and West Flat Roofs

a. Measurement:

1) The quantity of roof walkway to navigate the East and West Flat roofs shall be the linear feet of walkway installed.

b. Payment:

1) Payment for the roof walkways shall be paid at the unit price bid for Contract Item UP-13.

15. Contract Item UP-14 – Repair Granite Skirt on Building Exterior

a. Measurement:

1) The quantity of granite skirt repair shall be the square feet of granite material furnished and installed.

b. Payment:

1) Payment for granite skirt repair shall be paid at the unit price bid for Contract Item UP-14.

C. Allowances

1. Allowance Contract Items A-1 through A-4

a. Descriptions of the Work to be performed under the allowances can be found in the related Sections referenced herein. The amounts of the allowances are given in the Bid Schedule of Prices. The Allowances will be included, as listed under this Article, in the Total Bid Price for the Contract.

b. Unless otherwise indicated, all work under the Allowance items set forth below shall be performed on a Time and Material basis. Price

to be paid shall be the actual and reasonable cost, calculated in accordance with Articles 26.2.1 through 26.2.13 (excluding Article 26.2.10) and Article 26.3 of the City of New York Standard Construction Contract. The words "Extra Work" in the above referenced Articles shall be substituted with "Allowances" as outlined in this Section.

2. Contract Item A-1: Relocation/Removal or Protection of Unforeseen Utilities

   a. Description: Allowance for unforeseen utility investigation, disconnection, relocation, and protection undertaken as per Section 02 41 10 – Demolition and Removals, and Section 02 43 10 – Relocation of Utilities. Such payment will include the cost of all labor, equipment and materials required to perform all Work to protect-in-place, support, maintain, replace, install and repair, remove or relocate unforeseen utilities. Utility Owner charges for replacing, upgrading, and/or relocating underground utilities, and/or service equipment, utility poles, above ground cables, and other items related to the utility owner services that are not shown on the Contract Drawings.

3. Contract Item A-2: Unforeseen Hazardous Materials Remediation

   a. Description: The allowance shall include the costs incurred for remediation, abatement, excavation, loading, weighing, transporting, and disposal of unforeseen hazardous materials, as specified in Section 01 35 45 – Hazardous Materials Control, Section 02 24 20 - Soil Sampling and Analysis, Section 02 82 05 – Asbestos Management, Section 02 83 05 – Lead Management, Section 02 84 05 – PCB Management, and Section 31 23 16 - Excavation. Allowance includes transport and disposal of excavated soil which is not eligible for reuse.

4. Contract Item A-3: Con Edison costs for Extra Distribution Facility (EDF)

   a. Description: This allowance shall be used as one-time payment for Con Edison costs for providing Extra Distribution Facility (EDF), including installation and 10-year lump sum payment, reference Con Edison Case Number MC-642474 / MC-618096. Payment under this Allowance Item will be made based on invoices submitted by Con Edison to the Contractor and as approved by the Engineer. Payment to the Contractor shall equal the amount invoiced by Con Edison, with no additional payment for overhead and profit.

5. Contract Item A-4: Expanded Work Allowance (EWA)

   a. Description: Allowance for certain non-material changes in the Work. See Section 01 21 20 – Expanded Work Allowance for requirements and payment terms.

1.06 QUALITY ASSURANCE

A. Not Used

1.07 SUBMITTALS

A. Not Used

1.08 DELIVERY, STORAGE, AND HANDLING

A. Not Used

1.09 SPARE PARTS, SPECIAL TOOLS, AND SUPPLIES

A. Not Used

1.10 WARRANTY

A. Not Used

PART 2 PRODUCTS

2.01 MANUFACTURERS

A. Not Used

2.02 MATERIALS / EQUIPMENT

A. Not Used

2.03 FABRICATION / ASSEMBLING / FINISHES

A. Not Used

2.04 SOURCE QUALITY CONTROL / SHOP TESTS

A. Not Used

PART 3 EXECUTION

3.01 EXAMINATION / PREPARATION

A. Not Used

3.02 APPLICATION

A. Not Used

3.03 FIELD TESTING / QUALITY CONTROL

A. Not Used

3.04 STARTUP / DEMONSTRATION

A. Not Used

3.05 ADJUSTING / PROTECTION / CLEANUP

A. Not Used

END OF SECTION

SECTION 01 29 10 – SCHEDULE OF VALUES
CONTRACT PS-318

PART 1 GENERAL

1.01 SUMMARY

A. Section Includes:

1. Preliminary Schedule of Values (SOV)
2. Final SOV
3. Cross Reference Listing
4. Changes to the SOV
5. Table 1 – Preliminary SOV (Major Work Results)
6. Table 2 – Final SOV (Minimum Detail Required)

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2.01	Manufacturers	4
2.02	Materials / Equipment	4
2.03	Fabrication / Assembling / Finishes	4
2.04	Source Quality Control / Shop Tests	4
PART 3	EXECUTION	5
3.01	Examination / Preparation	5
3.02	Installation	5
3.03	Field Testing / Quality Control	5
3.04	Startup / Demonstration	5
3.05	Adjusting / Protection / Cleanup	5

1.02 PAYMENT

A. No separate payment shall be made for performing any Work required under this Section. All costs for Work required by this Section shall be included in the applicable lump sum, unit price(s) or allowance(s) as set forth in Section 01 27 00 – Measurement and Payment.

1.03 RELATED SECTIONS

A. Section 01 27 00 – Measurement and Payment

B. Section 01 32 10 – Progress Scheduling

1.04 REFERENCES

A. Schedule of Values: A breakdown of the (Contractor's) lump sum bid price for the Contract or of lump sums bid for items of the Contract, excluding any values associated with mobilization, showing the various operations to be performed under the Contract and the value of each operation, in accordance with Article 41 of the Standard Construction Contract. The Contractor shall also submit such other information relating to the bid breakdown as directed by the Resident Engineer.

B. Logic and Duration Schedule: See Section 01 32 10 – Progress Scheduling for a definition of the term and details of what it requires.

C. Work Result: Permanent or temporary aspect of a construction project achieved in the production stage or by subsequent alteration, maintenance or demolition processes, through the application of a particular skill or trade to construction resources.

1.05 DESCRIPTION

A. The SOV shall be developed in parallel and in coordination with the development of the Logic and Duration Schedule in accordance with the requirements of Section 01 32 10 – Progress Scheduling

B. Partial payments, in accordance with Article 42 of the Standard Construction Contract, will be determined from the Final SOV.

C. Preliminary Schedule of Values

1. The preliminary SOV shall include, as a minimum, the proposed values estimated by the Contractor for the Work of the Contract which shall be indicated in Table 1 – Preliminary SOV attached to this Section.

2. The Contractor and Engineer shall meet and jointly review the preliminary SOV and make adjustments in value allocations if, in the opinion of the Engineer, these are necessary to establish fair and reasonable allocation of values to the Work spread over the term of the Contract. Unbalanced allocations weighted towards the commencement of the Contract term or a specific Contract item will not be permitted. Within 14 days of joint review, Contractor shall submit revised SOV for DEP approval. The Engineer shall review and approve (or return for any necessary revisions) within 14 days from the date of the resubmittal.

D. Final Schedule of Values

1. The Contractor shall prepare and submit a final SOV to the Engineer within 90 days of the commencement date given in the Notice to Proceed. The final SOV shall be based on the accepted preliminary SOV for major Work

and it must be in sufficient detail to determine monthly progress payments related to the Work performed as shown in the monthly progress schedule update. The Engineer shall be the sole judge of acceptable SOV figures, details, and description of the values established. If, as directed by the Engineer, a greater number of items is required, the Contractor shall add the items to the SOV and resubmit within 14 days of notification. The Engineer shall review and approve submission (or return for any additional revisions) within 14 days of receipt of revised SOV.

2. The minimum required detail of breakdown of the Work of this Contract is indicated in Table 2 – Final Schedule of Values attached to this Section. This list is not intended to be an exhaustive list of work to be performed or items to be installed. Greater detail shall be provided if requested by the Engineer.

3. Approved change orders reflected in the Logic and Duration Schedule shall each be incorporated by the Contractor into the SOV as a single unit identified by the change order number. Depending on the magnitude and duration of the change order work, the unit may require further breakdown for payment as required by the Engineer. The Contractor shall resubmit within 14 days of Change Order approval. The Engineer shall review and approve submission (or return for any additional revisions) within 14 days of receipt of revised SOV.

E. Cross Reference Listing

1. The Contractor shall furnish a cross reference listing in two (2) parts. The first part shall list each scheduled activity with the breakdown of the respective valued items making up the total cost of the activity. The second part shall list the valued item with the respective scheduled activity or activities that make up the total cost indicated. These listings shall be updated and submitted in conjunction with the Logic and Duration Schedule monthly submittals as specified in Section 01 32 10 – Progress Scheduling.

F. Changes to the Schedule of Values

1. Changes to the Logic and Duration Schedule which add activities not included in the original schedule, but included in the original scope of Work (schedule omissions or errors) shall have values assigned in the SOV as approved by the Engineer. Necessary revisions will incorporate the Cross Reference Listing.

1.06 QUALITY ASSURANCE

A. Not Used

1.07 SUBMITTALS

A. Preliminary Schedule of Values

1. The Contractor shall submit a preliminary SOV for the Engineer's approval within 15 days of the commencement date given in the Notice to Proceed.

B. Final Schedule of Values

1. The Contractor shall prepare and submit a final SOV to the Engineer within 90 days of the commencement date given in the Notice to Proceed. The final SOV shall be based on the accepted preliminary SOV for major Work and it must be in sufficient detail to determine monthly progress payments related to the Work performed as shown in the monthly progress schedule update. The Engineer shall be the sole judge of acceptable SOV figures, details and description of the values established. If, as directed by the Engineer, a greater number of items is required, the Contractor shall add the additional items to the SOV and resubmit within 14 days of notification. The Engineer shall review and approve submission (or return for any additional revisions) within 14 days of receipt of revised SOV.

C. Cross Reference Listing

1. A cross reference listing shall be submitted as specified herein, in order to assist in the correlation of the SOV, proposed monthly cash flow (per Article 9 of the New York City Standard Construction Contract), and the Logic and Duration Schedule.

1.08 DELIVERY, STORAGE, AND HANDLING

A. Not Used

1.09 SPARE PARTS, SPECIAL TOOLS, AND SUPPLIES

A. Not Used

1.10 WARRANTY

A. Not Used

PART 2 PRODUCTS

2.01 MANUFACTURERS

A. Not Used

2.02 MATERIALS / EQUIPMENT

A. Not Used

2.03 FABRICATION / ASSEMBLING / FINISHES

A. Not Used

2.04 SOURCE QUALITY CONTROL / SHOP TESTS

A. Not Used

PART 3 EXECUTION

3.01 EXAMINATION / PREPARATION

A. Not Used

3.02 INSTALLATION

A. Not Used

3.03 FIELD TESTING / QUALITY CONTROL

A. Not Used

3.04 STARTUP / DEMONSTRATION

A. Not Used

3.05 ADJUSTING / PROTECTION / CLEANUP

A. Not Used

END OF SECTION

NO TEXT ON THIS PAGE

TABLE 1
PRELIMINARY SCHEDULE OF VALUES
(Major Work Results)

I. CONTRACT PS-318

1. LS-1 Mobilization
2. LS-2 Work Result
    a. Area/Process/Location
        i. Site Construction (Division 02) to Process Gas Equipment (Division 43) as required
3. LS-3 De-Mobilization

TABLE 2
FINAL SCHEDULE OF VALUES
(Minimum Detail Required for Contract PS-318)

I. Lump Sum 01 - Mobilization

II. Lump Sum 02 – Work Result

a. Area/Process/Location

1. Interim Pumping System……Div. 01
   a. 01 51 40 – Interim Power
   b. 01 51 50 – Interim Pumping System
2. Existing Conditions.....Div. 02
   a. 01 21 20 – Soil Sampling and Analysis
   b. 02 41 10 – Demolition and Removals
   c. 02 82 05 – Asbestos Management
   d. 02 83 05 – Lead Management
   e. 02 84 05 – PCB Management
3. Concrete .....Div. 03
   a. 03 01 30.71 – Rehabilitation of Cast-in-Place Concrete
   b. 03 10 00 – Concrete Forming and Accessories
   c. 03 21 00 – Reinforcing Steel
   d. 03 30 00 – Cast-in-Place Concrete
   e. 03 32 00 – Joints in Concrete
   f. 03 35 00 – Concrete Finishing
   g. 03 35 16 – Heavy-Duty Concrete Floor Finishing
   h. 03 41 00 – Precast Structural Concrete
   i. 03 45 00 – Precast Architectural Concrete
   j. 03 60 00 – Grouting
4. Masonry .....Div. 04
   a. 04 01 00 - Maintenance of Masonry
   b. 04 05 00 – Common Work Results for Masonry
   c. 04 21 02 – Exterior Brickwork
   d. 04 22 00 – Concrete Unit Masonry
   e. 04 44 00 – Stone Assemblies
5. Metals.....Div. 05
   a. 05 05 13.01 – Galvanizing
   b. 05 05 23.01 – Welding
   c. 05 05 23.02 – Miscellaneous Metal Fastenings
   d. 05 06 00.01 – Schedules for Stainless Steel Work
   e. 05 12 00 – Structural Steel Framing
   f. 05 40 00 – Cold-Formed Metal Framing
   g. 05 50 00 – Metal Fabrications
   h. 05 51 00 – Metal Stairs
   i. 05 52 13.05 – Welded Pipe Railings (Stainless Steel)

j. 05 52 13.07 – Aluminum Pipe Railings
k. 05 53 01.02 – Stainless Steel Floor Gratings
l. 05 56 00 – Metal Castings
m. 05 56 00.01 Miscellaneous Metal Castings
n. 05 59 16 – Fabricated Metal Access Hatches

6. Wood, Plastics and Composites.....Div. 06
   a. 06 05 01 – Untreated Timber and Lumber
   b. 06 10 00 – Rough Carpentry
7. Thermal and Moisture Protection .....Div. 07
   a. 07 22 16 – Roof Board Insulation
   b. 07 32 00 – Roof Tiles
   c. 07 53 00 – Elastomeric Membrane Roofing
   d. 07 62 00 – Sheet Metal Flashing and Trim
   e. 07 71 00 – Roof Specialties
   f. 07 71 23 – Manufactured Gutters and Downspouts
   g. 07 72 33 – Roof Hatches
   h. 07 72 33.02 – Roadway Hatches
   i. 07 84 00 – Firestopping
   j. 07 90 00 – Joint Protection
8. Openings .....Div. 08
   a. 08 11 19 – Stainless-Steel Doors and Frames
   b. 08 31 13 – Access Doors and Frames
   c. 08 51 13 – Aluminum Windows
   d. 08 51 23 – Steel Windows
   e. 08 71 01 – Finish Door Hardware
   f. 08 81 03 – Glass, Plastic, and Glazing
   g. 08 91 20 – Fixed Louvers
   h. 08 92 00 – Louvered Enclosures
9. Finishes .....Div. 09
   a. 09 29 00 – Gypsum Board
   b. 09 30 13 – Ceramic Tiling
   c. 09 91 00 - Painting
10. Specialties .....Div. 10
   a. 10 14 01 – Identifying Devices
   b. 10 28 10 – Toilet and Bath Accessories
   c. 10 75 00 - Flagpoles
11. Equipment.....Div. 11
   a. 11 13 13 – Loading Dock Bumpers
12. Fire Suppression.....Div. 21
   a. 21 10 00 – Water-Based Fire-Suppression Systems
13. Plumbing.....Div. 22
   a. 22 07 00 – Plumbing Piping Insulation
   b. 22 10 00 – Plumbing Piping
   c. 22 13 29 16 – Submersible Sewage Pumps
   d. 22 40 00 – Plumbing Fixtures

14. HVAC .....Div. 23
    a. 23 05 93 - Testing, Adjusting, and Balancing for HVAC
    b. 23 07 13 – Duct Insulation
    c. 23 11 00 – Fuel Oil system
    d. 23 31 14 - Metal Ducts and Accessories
    e. 23 33 00 - Refrigerant Piping
    f. 23 34 00 - HVAC Fans
    g. 23 37 00 - Air Outlets and Inlets
    h. 23 62 26 – Package Variable-Refrigerant-Flow Air-Conditioning
    i. 23 72 13 – Heat-Wheel Air-to-Air Energy-Recovery Equipment
    j. 23 74 16 – Package Rooftop Air-Conditioning Units
    k. 23 83 33 - Electric Radiant Heaters
15. Electrical .....Div. 26
    a. 26 05 11 - General Electrical Requirements
    b. 26 05 14 – Medium-Voltage Cables and Accessories
    c. 26 05 20 – Low-Voltage Wires, Cables and Accessories
    d. 26 05 27 – Grounding
    e. 26 05 29 - Hangers and Supports for Electrical Systems
    f. 26 05 33 – Raceways and Boxes for Electrical Systems
    g. 26 05 43 - Underground Ducts, Manholes and Raceways for Electrical Systems
    h. 26 05 48 - Vibration and Seismic Controls for Electrical Systems
    i. 26 05 53 - Identification for Electrical Systems
    j. 26 05 73 - Power System Studies
    k. 26 05 75 - Shock Hazard and Arc Flash Studies
    l. 26 05 91 - Low-Voltage Electric Motors
    m. 26 06 11 - Cable and Conduit Schedule
    n. 26 08 11 - General Electrical Testing
    o. 26 09 13 - Electrical Monitoring and Communications Systems
    p. 26 21 17 – Low-Voltage Service Entrance Switchboards
    q. 26 21 18 – Integrated Service Equipment
    r. 26 22 13 – Low-Voltage Distribution Transformers
    s. 26 24 13 – Switchboards
    t. 26 24 16 – Panelboards
    u. 26 24 19 - Motor Control Centers
    v. 26 28 13 - Low-Voltage Fuses
    w. 26 29 13 – Enclosed Controllers
    x. 26 32 13 - Engine Generators
    y. 26 32 23 - Generator Quick-Connect Cabinets
    z. 26 33 53 – Static Uninterruptible Power Supply
    aa. 26 36 23 - Automatic Transfer Switches
    bb. 26 41 13 – Lightning Protection for Structures
    cc. 26 43 13 – Low-Voltage Surge Protective Devices
    dd. 26 51 11 – Lightning Fixtures, Devices, and Schedules
    ee. 26 56 11 – Outdoor Lighting

16. Electronic Safety and Security……...Div. 28
    a. 28 23 10 – Video Surveillance
    b. 28 31 00 – Fire Detection and Alarm
17. Earth Work.....Div. 31
    a. 31 09 16.20 – Pile Load
    b. 31 10 10 – Site Clearing
    c. 31 23 16 – Excavation
    d. 31 23 19 – Dewatering
    e. 31 23 23 – Fill
    f. 31 25 10 – Dust, Soil Erosion and Sediment Control
    g. 31 40 00 – Shoring and Underpinning
    h. 31 63 33 – Drilled Micropiles
18. Exterior Improvements .....Div. 32
    a. 32 12 16 – Asphalt Paving
    b. 31 14 10 – Pavers
    c. 31 16 13 – Curbs and Gutters
    d. 32 31 19 – Decorative Metal and Wood Fences and Gates
    e. 32 90 00 – Planting
    f. 32 90 05 – Soil Mixes
19. Utilities.....Div. 33
    a. 33 01 10.60 – Disinfection of Piping
    b. 33 05 05 – Buried Piping Installation
    c. 33 05 05.30 – Leakage Testing for Buried Piping
    d. 33 06 01 – Schedule for Buried Piping
    e. 33 39 10 – Sanitary and Storm Sewer Structures
    f. 33 42 10 – Reinforced Concrete Sewer Pipe
20. Process Interconnections.....Div. 40
    a. 40 05 05 - Exposed Piping Installation
    b. 40 05 05.30 - Leakage Testing for Exposed Piping
    c. 40 05 06 - Couplings, Adapters, and Specials for Process Piping
    d. 40 05 07 - Hangers and Supports for Process Piping
    e. 40 05 15 - Copper and Brass Process Pipe
    f. 40 05 19 - Ductile Iron Process Pipe
    g. 40 05 31 – Thermoplastic Process Pipe
    h. 40 05 53 - Process Valves Four-Inch Diameter and Larger
    i. 40 05 56 - Process Valves, Smaller than Four-Inch Diameter
    j. 40 05 59.05 - Stainless Steel Slide Gates
    k. 40 05 59. 16 01 – Stop Logs (316L S.S.)
    l. 40 05 96 - Vibration and Seismic Controls for Process Equipment
    m. 40 05 97 - Identification for Process Equipment
    n. 40 06 01 - Schedule for Exposed Piping
    o. 40 23 19.01 – Pipe Supports
    p. 40 61 13 - PMCS General Requirements
    q. 40 61 26 - PMCS Training
    r. 40 61 93 - PMCS Input Output List

s. 40 61 94 - PMCS Instrument Index
t. 40 61 95 - PMCS Monitoring and Control Criteria
u. 40 61 96 - PMCS Control Strategies
v. 40 63 43 - PMCS Programmable Logic Controllers
w. 40 67 16 - PMCS Panels and Enclosures
x. 40 70 01 - Measurement
y. 40 78 90 - PMCS Panel Mounted Instruments and Devices
z. 40 79 91 - PMCS Field Instruments
aa. 40 80 81 - PMCS Factory Testing
bb. 40 80 82 – PMCS Startup and Field Testing

21. Material Processing and Handling Equipment……...Div. 41
    a. 41 22 13.13 – Bridge Cranes and Appurtenances
    b. 41 22 23.19 – Monorail Hoists
22. Process Gas and Liquid Handling, Purifications, and Storage Equipment.... .....Div. 43
    a. 43 05 21 – Common Work Results for Pumping Units
    b. 43 12 33 – Reciprocating Air Compressor
    c. 43 12 60 – Vacuum Priming System
    d. 43 21 00.80 – Flow Conditioning Devices and Appurtenances
    e. 43 23 31.05 – Vertical Centrifugal Pumping Units (Dry Pit Submersible)
    f. 43 41 13 – Welded Steel Tanks

(Minimum Detail Required for Contract PS-318)

III. Lump Sum 03 – De-Mobilization

a. Removals pertaining to Temporary Water and Sanitary Services ….....01 51 11
b. Removals pertaining to Temporary Heat and Ventilation 01 51 12
c. Removals pertaining to Temporary Electrical Systems 01 51 30
d. Removals pertaining to Temporary Field Office Trailers.....01 52 10
e. All work requirements related to Field Office Equipment and Supplies
…….....01 52 40
f. Removal pertaining to Temporary Guard Booth Removal……01 52 50
g. Activities pertaining to Vehicular Access and Parking 01 55 00
h. Removals pertaining to Traffic Control 01 55 26
i. Removals pertaining to Temporary Barriers and Enclosures 01 56 00
j. Removals pertaining to Temporary Project Signage 01 58 13
k. Final cleaning 01 74 17
l. Providing all Operations and Maintenance Manuals 01 78 25
m. Final record documents 01 78 39

NO TEXT ON THIS PAGE

SECTION 01 31 19 – PROJECT MEETINGS
CONTRACT PS-318

PART 1 GENERAL

1.01 SUMMARY

A. The following index of this Section is presented for convenience:

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3.03	Field Testing / Quality Control	4
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3.05	Adjusting / Protection / Cleanup	4

1.02 PAYMENT

A. No separate payment shall be made for performing any Work required under this Section. All costs for Work required by this Section shall be included in the applicable lump sum, unit price(s) or Allowance(s) as set forth in Section 01 27 00 – Measurement and Payment.

1.03 RELATED SECTIONS

A. Not Used

1.04 REFERENCES

A. Not Used

1.05 DESCRIPTION

A. Project Meetings

1. The Contractor shall attend Project meetings, including but not limited to the following:

a. Pre-construction Meeting

1) Upon receipt of a copy of the Notice to Proceed, or at an earlier time if agreeable to the Contractor, the Engineer will arrange a pre-construction meeting. Attendees shall include: the Contractor's Project representative authorized to act on behalf of the Contractor and to direct the performance of Work by the Contractor's employees and agents; the Contractor's superintendent; major Subcontractors; the Engineer; DEP representatives; and others involved in the execution of the Work.

2) The purpose of this meeting will be to establish a working relationship and understanding between the parties and to discuss project organization, job communications, construction schedule, submittals and processing, Schedule of Values, payment procedures, Extra Work procedures, safety requirements, permits and inspections, and such other subjects as may be pertinent for the execution of the Work.

3) A schedule of regular meetings will be established at the Pre-construction meeting.

b. Monthly Status Meetings

1) Upon commencement of Work at the Site or earlier as directed by the Engineer, the Contractor shall attend the Project status meetings on a monthly basis (or as required by the Engineer). The Engineer will arrange and conduct these meetings and will prepare and circulate an agenda for each meeting. A representative of the Contractor approved by the Engineer shall attend these meetings.

2) The status of outstanding submittals will be reviewed to determine anticipated dates of any submittals yet to be provided, and the status of those submittals under review by DEP. The status and progress on resolving any outstanding requests for change orders. The status of any other items that could have a significant impact upon the course of the Work will also be reviewed and discussed.

c. Monthly and CPM Progress Meetings: These meetings shall be carried out in accordance with Section 01 32 10 – Progress Scheduling.

d. EHS Coordination Meetings: These meetings shall be carried out in accordance with Section 01 35 27 – Environmental, Health and Safety Requirements.

e. Special Coordination Meetings

1) During the course of performing the Work, attend special coordination meetings in advance of commencing certain work activities as specified or directed by the Engineer, including but not limited to the following:

a) Specific requirements for coordination meetings are included in Section 01 35 45 – Hazardous Materials Control.

2) DEP will determine the need for additional special coordination meetings and convene such meetings with written notice to the Contractor.

3) The Contractor shall attend and participate in these special coordination meetings at no additional cost to the City.

2. Contractor Representation

a. A Contractor's Project representative shall be required to attend all meetings scheduled by the Engineer, as set forth above.

b. If the Contractor's Project representative fails to attend two scheduled meetings without prior approval, the Contractor will be directed to replace the current Contractor's Project representative. Further incidents of non-attendance by the Contractor's Project representative will form the basis for review of the Contractor's PASSPort performance evaluation.

B. Quality Assurance

B. Not Used.

1.06 SUBMITTALS

A. Not Used

1.07 DELIVERY, STORAGE, AND HANDLING

A. Not Used

1.08 SPARE PARTS, SPECIAL TOOLS, AND SUPPLIES

A. Not Used

1.09 WARRANTY

A. Not Used

PART 2 PRODUCTS

2.01 MANUFACTURERS

A. Not Used

2.02 MATERIALS / EQUIPMENT

A. Not Used

2.03 FABRICATION / ASSEMBLING / FINISHES

A. Not Used

2.04 SOURCE QUALITY CONTROL / SHOP TESTS

A. Not Used

PART 3 EXECUTION

3.01 EXAMINATION / PREPARATION

A. Not Used

3.02 INSTALLATION

A. Not Used

3.03 FIELD TESTING / QUALITY CONTROL

A. Not Used

3.04 STARTUP / DEMONSTRATION

A. Not Used

3.05 ADJUSTING / PROTECTION / CLEANUP

A. Not Used

END OF SECTION

SECTION 01 31 25 – WEB BASED PROJECT MANAGEMENT INFORMATION SYSTEM

CONTRACT PS-318

PART 1 GENERAL

1.01 SUMMARY

A. This Section describes the requirements for the Contractor's use of DEP's web-based Enterprise Project Management Information System ("EPMIS" or "the System") to manage all Project communications, workflows, and document submittals.

B. The following index of this Section is presented for convenience:

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3.02	Implementation	6
3.03	Field Testing / Quality Control	8
3.04	Startup / Demonstration	8
3.05	Adjusting / Protection / Cleanup	8

1.02 PAYMENT

A. No separate payment shall be made for performing any Work required under this Section. All costs for Work required by this Section shall be included in the applicable lump sum, unit price(s) or Allowance(s) as set forth in Section 01 27 00 – Measurement and Payment.

1.03 RELATED SECTIONS

A. Section 01 32 10 – Progress Scheduling

B. Section 01 33 00 – Submittal Procedures

C. Section 01 78 42 – Records in Electronic Formats.

1.04 REFERENCES

A. Not Used

1.05 DESCRIPTION

A. Use and Operation of the System:

1. The Contractor shall utilize EPMIS for electronic submittal of all data and documents throughout the duration of the Contract.

2. The System is required for use by all participants in the Project including DEP, the Construction Manager, Engineer, Contractor, and all other users authorized by DEP.

3. The System will operate primarily on an e-Builder, Inc. (www.e-builder.net) platform that will be administered by DEP and the Construction Manager. Joint use of the System will facilitate electronic exchange of information, automation of key processes, and overall management of the Contract.

4. The System shall be the primary means of Project information submission and management. When required by DEP or its representatives, paper documents shall also be provided.

B. User Access Limitations and Data Ownership

1. DEP, the Construction Manager, and the Engineer will control access to the System by allowing access and assigning user profiles to authorized Contractor and Project personnel. User roles will define levels of access to the System and determine assigned role-based authorizations and user privileges. Subcontractors and suppliers will be given access to the System through the Contractor. Entry of information exchanged and transferred between the Contractor and its Subcontractors and suppliers through the System shall be the responsibility of the Contractor.

2. Secure username and password will be required for controlled access to the System for all authorized participants via a web URL address. The Contractor shall designate its staff to be granted access to the System.

3. Data entered in a collaborative mode (entered with the intent to share as determined by permissions and workflows within the System) by DEP and its representatives and the Contractor will be owned by DEP.

C. Automated System Notification and Audit Log Tracking

1. Any review comments made (or the failure to make review comments) by DEP and its representatives on Contractor-submitted documentation shall not relieve the Contractor of responsibility for compliance with the requirements of the Contract Documents. The Contractor is responsible for

managing, tracking, and documenting the Work to comply with the requirements of the Contract Documents. DEP's acceptance through automated System notifications or audit logs extends only to the fact that the documentation was submitted and does not constitute substantive approval of the Contractor's submitted information.

D. Computer Requirements

1. The System will have a minimum bandwidth of 4MB/s download and 1MB/s upload. A faster connection is recommended (1.5MB per concurrent user should be used as a planning factor) and may be used, but uploading time considerations by the Contractor when uploading pictures and files to the System shall be based on the bandwidth defined herein.

2. Once implemented on the project, if the System does not meet its minimum performance standards, as listed below, the Contractor shall make the corrections necessary to its computers or network until the standards are met.

3. The required minimum EPMIS performance standards, and the higher, recommended levels of performance, are as follows:

   a. File download speed

      1) One (1) second per MB of data recommended (e.g., one (1) 20MB file should download in less than 20 seconds)

      2) Five (5) seconds per MB of data minimum (e.g., one (1) 20MB file must download in less than 100 seconds)

   b. File upload speed

      1) One (1) second per MB of data recommended (e.g., one (1) 20MB file should upload in less than 20 seconds)

      2) Five (5) seconds per MB of data minimum (e.g., one (1) 20MB file must upload in less than 100 seconds)

4. The Contractor shall use computer hardware and software that meets the requirements of the System. Computers shall be less than three (3) years old. As recommendations are modified by the System provider, the System will be upgraded to meet those recommendations or better. Any need for upgrading of the Contractor's computer systems will not be justification for a cost or time modification to the Contract.

5. The Contractor shall ensure that its authorized System users have access to the public internet from a computer system running a currently supported Microsoft Windows operating system and Microsoft Edge web browser. The connection to the internet should be high speed (broadband) as described under "Computer Requirements," above. The Contractor shall

ensure that anti-virus and anti-malware software is installed and maintained on all computers given access to EPMIS.

E. Contractor Responsibilities

1. The Contractor shall be responsible for the validity of its information placed in the System and for the abilities of its personnel to use the System. Accepted users shall be knowledgeable in the use of computers, including internet browsers, email programs, CAD and Revit drawing applications, and Adobe portable document format (PDF) document conversion programs. The Contractor shall utilize the existing forms and processes in the System to the maximum extent possible. If an additional form is required that does not exist in the System, the Contractor shall request approval to develop such form or for one to be provided by DEP. Adobe PDF documents will be created through electronic conversion rather than optically scanned. The Contractor, in coordination with the Construction Manager, is responsible for the training of its personnel in the use of the System (beyond what is provided by DEP) and of the other programs indicated above, as needed.

2. DEP owns EPMIS and will provide initial training and rollout services after Contract award. DEP will provide overall System administration during the Contract period. The Construction Manager will have a System administrator for the project with limited System administration support responsibilities, including ongoing training of the Contractor team.

3. The Contractor shall provide a list of its key personnel designated for access to the System for DEP's approval. The Contractor is responsible for timely notifying DEP and the Engineer of any changes in personnel that require adding or removing authorized users from the System. DEP reserves the right to perform a security check on all potential users. The Contractor may be given the rights to provide System access to additional personnel or Subcontractors.

4. The System user license fees will be paid by DEP.

F. Connectivity

1. EPMIS is a web-based environment and therefore subject to the inherent speed and connectivity problems of the internet. The Contractor is responsible for its own connectivity to the internet. The System's response time is dependent on the equipment used to access it, including processor speed, internet access speed, etc. and current traffic on the internet. DEP will not be liable for damages resulting from any delays associated with the use of the System including, but not limited to: slow response time, downtime periods, connectivity problems, or loss of information. Moreover, such delay shall not be deemed a sufficient basis for a time extension of or cost adjustment to the Contract.

G. Training

1. DEP, through the System vendor or the System vendor's qualified representative, will provide on-site training in the use and functionality of the System. Training sessions will be provided for employees of the Construction Manager, Engineer, DEP, and the Contractor. Each training session will be for a duration of eight (8) hours. The Contractor shall have two (2) qualified persons attend the training. One (1) refresher training session will be provided upon request.

1.06 QUALITY ASSURANCE

A. All Contractor representatives participating in workflows and EPMIS processes (e.g. RFIs, submittals, Non Conformance Reports, etc.) shall have a minimum of three (3) years of experience in the use of Microsoft Word and Excel. The Contractor's Document Control Specialist shall be experienced and trained in the use of entering and monitoring documentation into a web-based document management system, e.g., e-Builder, Meridian Prolog, Oracle-Primavera Contract Manager, or an equivalent system. The Document Control Specialist shall be knowledgeable of the status of all Contract documentation aspects of the Work throughout the term of the Contract.

1.07 SUBMITTALS

A. Within thirty (30) calendar days of issuance of the Notice to Proceed, the Contractor shall submit for approval by the Engineer a list of the Contractor's and its Subcontractors' key personnel who have been designated to have access to the System. The list shall include descriptions of the designated individual's roles and responsibilities for this Project. The Contractor should also identify its organization's System administrator on the list.

B. The Contractor shall submit the name and qualifications of its designated Document Control Specialist. Any change in the individual serving as Document Control Specialist shall be submitted to and coordinated with the Construction Manager.

1.08 DELIVERY, STORAGE, AND HANDLING

A. Not Used

1.09 SPARE PARTS, SPECIAL TOOLS, AND SUPPLIES

A. Not Used

1.10 WARRANTY

A. Not Used

PART 2 PRODUCTS

2.01 MANUFACTURERS

A. Not Used

2.02 MATERIALS / EQUIPMENT

A. Not Used

2.03 FABRICATION / ASSEMBLING / FINISHES

A. Not Used

2.04 SOURCE QUALITY CONTROL / SHOP TESTS

A. Not Used

PART 3 EXECUTION

3.01 EXAMINATION / PREPARATION

A. Not Used

3.02 IMPLEMENTATION

A. System Utilization

1. The System shall be utilized in connection with all submittal preparation and information management required under this Contract. Requirements contained in this Article are in addition to the applicable submittal and documentation requirements of other Sections of the Contract Documents, including without limitation, Section 01 33 00 – Submittal Procedures and Section 01 78 42 – Records in Electronic Formats.

2. All submittals detailed in design drawings and related specifications shall be submitted by the Contractor as CAD or Revit files (in .dwg or .rvt format) and PDF files through the System submittal workflow process.

3. Shop Drawing and design data documents shall be submitted as CAD or Revit files (in .dwg or .rvt format) and PDF files through the System submittal work flow process. Examples of Shop Drawings include, but are not limited to:

    a. Standard manufacturers' installation drawings;

    b. Drawings prepared to illustrate portions of the Work designed or developed by the Contractor;

    c. Steel fabrication, piece, and erection drawings.

4. Product catalog data and manufacturers' instructions shall be submitted as PDF files through the System submittal workflow process. The PDF files should be the original, searchable PDF files from the manufacturer and not

scanned files which are not searchable. Examples of product data include, but are not limited to:

a. Manufacturers' printed literature;

b. Preprinted product specification data and installation instructions.

5. All correspondence and pre-construction administrative submittals shall be submitted using the System. Examples of administrative submittals include, but are not limited to the following:

   a. Digging permits and notices for excavation;

   b. Requests for Deviation (RFDs) for product substitutions;

   c. List of contact personnel;

   d. Notices for roadway interruption, Work outside of Normal Project Working Hours, and utility cut overs;

   e. Requests for Information (RFIs);

   f. Network Analysis Schedules and associated reports and updates;

   g. Each schedule submittal specified in Section 01 32 10 – Progress Scheduling shall be submitted as a native backed-up file (.PRX or XER) of the scheduling program being used. The schedule will also be posted as a PDF file in the format specified in Section 01 32 10 – Progress Scheduling.

   h. Plans for safety, demolition, environmental protection, and similar activities;

   i. Quality control plan(s), testing plan and log, quality control reports, production reports, quality control specialist reports, preparatory phase checklist, initial phase checklist, field test reports, summary reports, rework items list, etc.;

   j. Meeting minutes for quality control meetings, progress meetings, pre-installation meetings, etc.;

   k. Any general correspondence submitted.

6. Compliance submittals such as test reports, certificates, and manufacturer's field report submittals shall be submitted through the System as PDF attachments. Examples of compliance submittals include, but are not limited to:

   a. Field test reports;

   b. Quality control certifications;

   c. Manufacturers' documentation and certifications for quality of products and materials provided.

7. Record submittals such as operation and maintenance data and closeout submittals shall be submitted through the System as PDF documents during the approval and review stage as specified, with a hard copy (paper) set of documents submitted for final. Examples of record submittals include, but are not limited to:
    a. Operation and maintenance manuals: final documents shall be submitted as specified;
    b. As-Built Drawings: final documents shall be submitted as specified;
    c. Extra materials, spare stock, etc.: submittal forms shall indicate when actual materials are to be submitted;
8. Financial submittals, such as Schedule of Values, pay estimates and change order request proposals, shall be submitted through the System. Supporting material for pay estimates and change order requests shall be submitted through the System as PDF attachments. Upon acceptance of corrected "pencil copies" of payment estimates, hard copies shall be submitted for processing. Examples of financial submittals include, but are not limited to, the following:
    a. Contractor's Schedule of Values;
    b. Contractor's monthly progress payment requests
    c. Contract change order proposals requested by DEP.

3.03 FIELD TESTING / QUALITY CONTROL

A. Not Used

3.04 STARTUP / DEMONSTRATION

A. Not Used

3.05 ADJUSTING / PROTECTION / CLEANUP

A. Not Used

END OF SECTION

SECTION 01 32 10 – PROGRESS SCHEDULING
CONTRACT PS-318

PART 1 GENERAL

1.01 SUMMARY

A. Section Includes:

1. CPM and Project Schedule Software
2. Work Breakdown Structure (WBS)
3. Activities and Activity Code Structure
4. Sequence and Interdependence of Work Activities
5. Project Calendars
6. Activity Labor and Resource Data
7. CPM Progress Meeting and Reports
8. Remedial Measures and Recovery Schedule
9. Exhibit 1 - Work Breakdown Structure
10. Exhibit 2 - Activity ID Format
11. Exhibit 3 – Schedule Milestones
12. Exhibit 4 – Proposed Activity Codes
13. Exhibit 5 – Project Calendars

B. The following index of this Section is presented for convenience:

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1.02 PAYMENT

A. No separate payment shall be made for performing any Work required under this Section. All costs for Work required by this Section shall be included in the applicable lump sum, unit price(s) or allowance(s) as set forth in Section 01 27 00 – Measurement and Payment.

1.03 RELATED SECTIONS

A. Section 01 27 00 – Measurement and Payment

1.04 REFERENCES

A. Activity - A representation of a discrete portion of the overall scope of Work or an event through Duration and description.

B. Baseline Construction Schedule - The planned, detailed Critical Path Method (CPM) schedule of activities, including all Logic, Durations, Resource and Cost Loading, and showing the entire scope of Work, which has been accepted by DEP.

C. Critical Path Method (CPM) - A management technique used to plan and control a project which combines all relevant information into a single plan defining the sequence and duration of operations, and depicting the interrelationship of the Work elements required to complete the project. The critical path is defined as the longest sequence of activities in a network which establishes the minimum length of time for accomplishment of the end event of the project.

D. Current Construction Schedule - The most recently updated schedule that captures progress to date and forecasts the Early Start/Early Finish for each Activity and the remaining cash flow, depicted with the open bar chart activity line with corresponding schedule dates shown.

E. Data Date - The date used as a starting point for scheduling calculations. The Data Date is changed to the current end of period date when a schedule is updated for progress.

F. Duration - The amount of time, in workdays, an Activity will take to perform once begun and continuously performed until complete.

G. Early Finish - The earliest estimated date an Activity is calculated to be complete, based on the estimated performance of all prior Activities to which the Activity is logically connected in a progressive relationship.

H. Early Start - The earliest estimated date an Activity is calculated to begin, based on the estimated performance of all prior Activities to which the Activity is logically connected in a progressive relationship.

I. Float - The calculated amount of time that the estimated start or finish of an Activity can be delayed without impacting the start or finish of other downstream Activities logically connected in a progressive relationship.

J. Fragnet - Fragmentary network: a portion of the project schedule detailing impacts of an event on specific Activities in the broader schedule.

K. Late Finish - An estimate of the latest plausible date an Activity's completion can be postponed until without rendering as unachievable the required completion of any downstream milestones to which the Activity is Logically connected to in a progressive relationship.

L. Late Start - An estimate of the latest plausible date an Activity's start can be postponed until without rendering as unachievable the required completion of any downstream milestones to which the Activity is Logically connected to in a progressive relationship.

M. Logic - A direct progressive relationship between Activities where one Activity's performance restricts the performance of another Activity.

N. Original Duration - The estimated amount of time, in workdays, an Activity is expected to take to complete at the beginning of a project as anticipated by the Contractor based on its planned means and methods at time of bid and documented in the Baseline Construction Schedule.

O. Percent Complete - The percentage of the scope of Work represented by an Activity completed as of the Data Date calculated by dividing the progress earned by the budgeted value.

P. Remaining Duration - The amount of time, in workdays, the remaining scope of Work represented by an Activity is expected to take to complete at the current Data Date

Q. Resource and Cost Loading - Values assigned for estimated manpower, equipment and/or materials necessary to complete the scope of Work represented by a specific Activity.

R. Total Float - The amount of time the start or finish of an Activity can be delayed without affecting the project completion date.

S. Work Breakdown Structure (WBS) - A deliverable-oriented decomposition of a project into smaller components. A WBS also provides the necessary framework for detailed cost estimating and control along with providing guidance for schedule development and control.

1.05 DESCRIPTION

A. CPM & Project Schedule Software

1. Critical Path Method – The CPM type construction schedule will be used to monitor Contract progress. The Contractor shall be responsible for providing all information concerning the sequencing, Logic and Duration of all Activities as well as providing the electronic schedule file produced in the Primavera Project Management (.xer) format. Once the initial Baseline Construction Schedule is accepted by the Engineer, the Contractor shall be responsible for preparing and submitting monthly update

information regarding schedule Logic, physical Percent Complete, actual start and finish dates, duration changes to actualized activities, added Activities, change orders and related reports and schedules, including the updated Primavera Project Management (.xer) format electronic file.

B. Work Breakdown Structure (WBS)

1. WBS is a deliverable-oriented decomposition of a project into smaller components. A WBS also provides the necessary framework for detailed cost estimating and control along with providing guidance for schedule development and control. The WBS depicted in **Exhibit 1**, attached to this Section, reflects the minimum structure needed for reporting and the Contractor is expected to define and add additional lower levels as needed.

C. Activities

1. Activities included in the CPM schedule shall be of sufficient detail to assure adequate planning and execution of the Work, such that, in the judgment of the Engineer, it provides an appropriate basis for forecasting, monitoring and evaluating the progress of the Work.

a. Activities shall conform to the following requirements:

1) Subdivide the total scope of Contract Work into Activities of Duration no longer than twenty working days each, except as to non-construction activities (such as purchase of materials, delivery of materials, delivery of equipment and concrete curing) and any other Activities for which the Engineer may approve longer Duration. The Duration of the Activities representing the Engineer's approval of items such as shop drawing submittals, drawing submittals, requests for manufacturer approval, requests for Subcontractor approval, etc. shall not be less than twenty-one calendar days but may be longer if the detail and complexity of the submittal warrant.

2) The construction time as determined by the CPM schedule from Early Start to Late Finish for any sub phase, phase or the entire project shall not exceed the Contract time specified or shown in the Contract Documents.

3) One day shall be the smallest time unit shown unless otherwise directed by the Engineer.

4) Activity descriptions shall contain consistent terminology such that the scope of Work represented is readily identifiable for assessment of completion.

5) Activities labeled "start," "continue," or "complete," will not be allowed. Lead and lags are not acceptable.

6) Show the following on each Activity, as directed by the Engineer:

a) Activity number consistent with Engineer's provided template and in accordance with **Exhibit 2**, attached to this Section.

b) Complete (self-explanatory) description of the Work represented by the Activity stated in a verb, noun, and location format.

c) Duration in days.

d) Labor hours required to accomplish scope represented by the Activities. Labor hours are to include all direct labor, by trade, required for Activities representing construction.

e) Physical quantity of material to be installed (cubic yard of concrete, linear feet of pipe, etc.) for items directed by the Engineer and in accordance with this Section.

f) Other Activity coding as directed by the Engineer to define the Activity's scope, constraints, responsibility or other requirements.

g) Completed coding and organization of data and schedule information in accordance with the Activity Code Structure requirements provided in this Section and approved by the Engineer.

2. All Activities, with the exception of the Notice to Proceed (NTP) and Substantial Completion, shall have a predecessor and successor. No open-ended Activities will be permitted.

3. The construction schedule shall contain Activities representing contractual and non-contractual milestones as designated by the Engineer and detailed in **Exhibit 3**, attached to this Section.

4. The CPM Schedule shall contain the following:

a. NTP;

b. Mobilization;

c. All planned shutdowns;

d. Substantial Completion

e. Final Completion

D. Activity Code Structure

1. Activity codes proposed for scheduling Work progress under the Contract are shown on **Exhibit 4**, attached to this Section.

2. Activity codes should be defined as project Activity codes, not global Activity codes.

3. The Contractor shall break the Work into Activities in accordance with the specified coding structure and in accordance with the Contract Drawings and Specifications. The selection of Activities and the coding structure shall be subject to the review and acceptance by the Engineer.

4. The coding shall follow the designation conventions outlined above and shall include identification of subcontractors, suppliers/vendors and fabricators, and other parties reporting to the Contractor.

    a. The Contractor is required to develop other Activity codes and values needed to comply with the reporting requirements listed in this Section, subject to acceptance by the Engineer.

5. The Engineer will provide the Contractor with a system of identification numbers that shall be used for CPM schedule numbering system and project coding. Additional coding required by the Contractor may be added to the network to supplement that supplied by the Engineer.

6. Activity IDs will conform to the format detailed in **Exhibit 2**, attached to this Section, or as directed by the Engineer.

E. Sequence and Interdependence of Work Activities

1. The CPM schedule shall indicate the Logic of Activities. It shall include, but not be limited to, the following items as appropriate to the Contract:

    a. Contractor working drawing preparation and review by the Engineer;

    b. Materials, Equipment, and Systems:

        1) Vendor submittal/approval;

        2) Shop drawing submittal/approval;

        3) Release for fabrication;

        4) Fabrication period;

        5) Witness shop test;

        6) Delivery;

        7) Installation;

        8) Preliminary test;

        9) Final test;

        10) Operation and Maintenance (O&M) manuals submittal/approval;

        11) Equipment training plans and procedures submittal/approval;

        12) Equipment training;

        13) Systems training plans and procedures submittal/approval;

14) Systems training.

c. Shop and field performance tests and supervisory service Activities;

d. Mobilization and move-in;

e. Preparing and coordinating drawings;

f. Obtaining all required permits;

g. Inspections;

h. Specific Work activities, such as, but not limited to:

1) Sitework;

2) Underground piping;

3) Electrical ductbanks;

4) Structural excavation;

5) Soil testing;

6) Backfill;

7) Placement of sheeting;

8) Pile driving;

9) Formwork erection;

10) Rebar placement;

11) Placing of concrete;

12) Stripping forms;

13) Concrete curing;

14) Installation of process piping and valves;

15) Electrical conduits and wiring;

16) Instrumentation and controls conduits and wiring;

17) Terminations;

18) Maintenance and exercising activities;

19) Other materials and plant equipment;

20) Cleanup.

i. Construction of all facilities outlined in the Contract Documents;

j. Subcontractors' items of Work;

k. Time allowance for inclement weather per National Oceanographic and Atmospheric Administration (NOAA) information for local area;

l. Delivery, installation, and check out/testing of City-supplied equipment;

m. Time allowance for checkout and startup;

n. Contract coordination with Other Contractors, substantial completion and final completion dates and maintenance of existing operations;

o. Indicate all coordination activities from related construction contracts;

p. Interruption and shut down requests of plant utilities to allow for new connections;

q. Connection to all existing systems and equipment;

r. Preparation of final copies of Contractor working drawings;

s. Specific information required by or from the Engineer;

t. All temporary utilities and construction;

u. Required inspections by the Contractor or Engineer;

v. Submittal of Contract record drawings at project completion, or as directed by the Engineer.

F. Project Calendars

1. All Activities should have a project calendar assigned, not a global calendar. This allows the calendars to easily travel with the project when exported and more importantly, when imported.

2. Each calendar should also identify all other days considered non-work days, including but not limited to observed holidays.

3. Each calendar should be adjusted for months beginning in the year of NTP and lasting three years beyond the Contract completion date.

4. Each calendar should be named @-### _X, where @-### _ represents the project and X summarizes the nature of the calendar. Typically, the number of days per week. See examples in **Exhibit 5**, attached to this Section.

G. Activity Labor and Resource Data

1. The Contractor shall accurately labor load by craft or trade all Activities requiring direct field labor. All labor loading shall be in hours. At the direction of the Engineer, and at no additional cost to DEP, the Contractor may be required to include additional resource loading, such as, but not limited to, major pieces of construction equipment, in order to track major critical Activities and measure progress.

2. When required by the Engineer, and at no additional cost to DEP, the Contractor shall accurately quantity load specific Activities or groups of Activities. The quantity amount shall equal the total quantity to be installed

for each specific Activity. Quantity loading may be required for major Activities with Durations dependent on daily production, such as mass excavation – cubic yards, piling – linear feet of piles, concrete formwork – square feet of forms, concrete pours – cubic yards of concrete, piping installation – linear feet of pipe, electrical duct banks – linear feet, electrical conduit and wire – linear feet, terminations – number of terminations, etc.

3. All resource loading shall be coded to the Contract identifier under a "root." Since resource loading cannot be project-specific, this root heading is needed to keep the database segregated.

1.06 QUALITY ASSURANCE

A. The Contractor shall retain a CPM scheduling consultant, or utilize its own qualified CPM scheduler in lieu of a CPM consultant, to develop and maintain the update of the CPM schedule plan for the Work for the duration of the Contract. This consultant, along with the Contractor, is expected to work closely with the Engineer to deliver acceptable work products as outlined in this Section. The purpose of this Section is to expand and further clarify the requirements for the CPM schedule under Article 9 of the Standard Construction Contract.

B. The Contractor shall submit the qualifications of the proposed CPM scheduler for review and approval within seven (7) days calendar days of the NTP.

1. The Contractor may submit to the Engineer for approval a written request to provide its own qualified CPM scheduler or a CPM consultant. In the case of a Contractor's scheduler, the Contractor is responsible for performing all activities described in this Section as being performed by DEP consultant.

2. If, after approval, the Engineer determines that the Contractor's scheduler or scheduling consultant is unable to adequately perform the CPM requirements of this Specification, the Engineer will require the Contractor to provide a new qualified CPM consultant at no additional cost to the City.

C. Upon NTP, the Contractor shall meet with its CPM scheduling consultant at least weekly for the purpose of developing the information required by this Section. These meetings will continue until a minimum status of "Accepted" has been achieved on the Baseline Construction Schedule.

D. The Contractor will be required to coordinate its scheduling of Activities with the CPM scheduling consultant. If, in the judgment of the Engineer, the Contractor is deemed uncooperative in providing the required information to the CPM scheduling consultant necessary to develop the preliminary CPM, Baseline Schedule, or monthly schedule updates, then the Engineer may withhold partial payments or a portion thereof.

E. The monthly CPM schedule update payment item for any specific month will not be earned until the Contractor submits the required monthly CPM progress schedule. In the event the Contractor fails to submit such schedule, liquidated damages will be assessed against the Contractor in the amount fixed in Schedule A

of the General Conditions, unless the Engineer determines that the Contractor is not the cause for the delay in submitting monthly updates or update information per Monthly Progress Meeting and Reports described herein. The Contractor shall be notified within one week of said delinquency that the liquidated damages are being assessed against its Contract.

F. Monthly Progress Meeting and Reports, including the use of Contractor Daily Quality Control Reports, shall be used as the basis for updating progress schedules.

1.07 SUBMITTALS

A. Within 7 days after the NTP, the Contractor shall submit the qualifications of the CPM consultant to the Engineer for approval. The Engineer will respond to the submittal within seven (7) calendar days of submittal receipt.

B. CPM Schedule

1. The preliminary CPM Schedule shall be submitted **fifteen (15) calendar days** after NTP. The preliminary CPM Schedule shall include:

   a. All critical mobilization, Project set-up, procurement, and construction activities in each of the major Work areas required during the first 180 calendar days of Contract time after the NTP, including submittals and permitting;

   b. The balance of the Work depicted in summary activities by MLS (milestone), AREA (area), SYS (system) and RESP (responsibility). (See Activity Code Structures for MLS, AREA, SYS and RESP in **Exhibit 4** of this Section);

   c. All submittal and procurement activities for long lead items necessary to meet all Project milestones;

   d. The Project's overall critical path and each milestone's critical path.

   e. An electronic copy of the schedule in Primavera Project Planner (.xer) format.

2. Within fourteen (14) calendar days after submittal of the preliminary CPM Schedule, the Engineer will notify the Contractor of the acceptance, rejection, or acceptance with comments of the preliminary CPM Schedule. If the preliminary CPM Schedule has been rejected, or accepted with comments, the Contractor shall address all comments and re-submit within 14 calendar days for review. The submittal process shall continue until the Engineer accepts the preliminary CPM schedule with no comments.

3. The final, complete and detailed CPM Schedule required for submittal under this Section shall be composed of two parts, with each part due as follows:

   a. Part 1 - Logic and Duration Schedule is due within **sixty (60)** calendar days **after** NTP.

1) Submit an electronic copy of the schedule in Primavera Project Planner (.xer) format, schedule reports, and the narrative report as specified within this Section.

2) This schedule is at the final level of detail for each Activity, containing the required relationships completely identified and the Duration of each Activity correctly depicted and coded in accordance with this Section.

3) This Baseline Construction Schedule shall identify all Contract milestones.

   a) If the schedule reflects completion of a milestone or completion of Contract Work earlier than specified in the General Conditions, this in no way revises or voids the dates set forth in the Contract. The dates specified in the Contract govern.

   b) Where the schedule reflects such an early completion date, the schedule may be accepted by the Engineer with the Contractor's understanding that no claim for additional Contract time or an increase in the Contract price shall be made by the Contractor as the result of failure to complete the Work by the earlier date shown on the schedule.

4) This schedule shall show the overall schedule requirements as set forth in Schedule "A" of the General Conditions being met.

   a) This detailed CPM Schedule shall not reflect any Contract changes or delays that may have occurred during the interim schedule development period.

   b) Any such changes and all progress through the time of Baseline Schedule acceptance will be entered at the first update after the schedule has been accepted.

b. Part 2 - Resource and Cost Loaded Schedule

1) At the direction of the Engineer and at no additional cost to DEP, a Resource and Cost Loaded Schedule is due within **30 calendar days** after acceptance of the Logic and Duration Schedule.

   a) Submit an electronic copy of the schedule in Primavera Project Planner (.xer) format, schedule reports and other reports as specified in this Section.

   b) Each Activity shall be resource loaded to permit initial and monthly generation of a resource and cost curve and to assess the progress of the Work.

c) Cost loading of the schedule is required on a summary level and is not required to the Activity level unless requested by the Engineer. The intent of the cost loading is to facilitate forecasting, tracking, and reporting of overall cash flow by major work areas or systems, and Specifications. The summary level cost loading requirements will be determined and agreed to by the Engineer during the development of the project-specific schedule coding developed for the Baseline Logic and Duration Schedule and used to track the construction progress.

4. Once the Logic and Duration Schedule is accepted by the Engineer, it shall become the basis for future updates until acceptance of the Resource and Cost Loaded Schedule. The Resource and Cost Loaded Schedule, once accepted, may only contain changes to the Logic and Duration Baseline that are necessitated by resource issues identified during the preparation of the Resource and Cost Loaded Schedule.

5. Once the Resource and Cost Loaded Schedule is accepted, it shall become the Baseline Schedule of record and the basis for future updates. All subsequent monthly updates shall be compared to the Baseline Schedule. In addition, each current monthly update shall be compared to the last accepted update. Each update shall be labeled by period with the Data Date and report date identified on the hard copy and electronic file label.

6. After the acceptance of the Baseline Schedule required by this Section, no changes shall be made to Logic, Duration of actualized activities, or description of Activities therein without acceptance by the Engineer.

7. The Contractor shall have no claim for damages by reason of the failure of the Engineer to give timely acceptance or comments on any progress schedule under this Section.

8. The monthly update schedule submittal to the Engineer shall include the following:

   a. An electronic copy of the schedule in Primavera Project Planner (.xer) format, with Data Date and monthly period clearly marked.

   b. Electronic (.pdf) format copy of the CPM computer printouts in bar chart form, including:

      1) A comparison of the Baseline Schedule Activities against current update Activities organized and summarized by milestone, AREA, and DIV according to the requirements for Activity codes in this Section, or as otherwise directed by the Engineer. Each Activity shall have two bars with different colors (one showing the current schedule and one showing the Baseline Schedule).

2) A comparison of current activities against the prior month's activities organized and summarized by milestone, AREA, and DIV according to the requirements for Activity codes in this Section, or as otherwise directed by the Engineer. Each Activity summary shall have two bars with different colors (one showing the current schedule and one showing the prior month's update schedule).

3) A clear presentation of the specific detailed Activities making up the critical path(s) for the Project and for each milestone.

c. Electronic (.pdf) format copy of the Narrative Report as outlined in this Section.

9. Comments made by the Engineer on the initial and monthly updated Current Construction Schedule will not relieve the Contractor from compliance with the requirements of the Contract Documents. This review is only for general conformance with the schedule concept of the project and general compliance with the information given in the Contract Documents.

C. Narrative Reports

1. Schedule Basis Narrative shall be submitted to the Engineer with each Baseline Schedule submittal to memorialize assumptions made in development of the schedule and shall include the following:

a. A description of scope of the project and how the Work is represented in the schedule activities;

b. A description of the overall sequence of major components of Work;

c. Planned work week;

d. Description of the critical path in the proposed Work plan;

e. Basis of Activity Durations;

f. How weather will be accommodated in the schedule;

g. How, regulatory, operational or third party constraints are accommodated in the schedule;

h. Description of key Project coordination points or events;

i. Discussion of long lead items and basis of time frames for submittals;

j. Description of anticipated means and methods for large quantity production Activities;

k. Potential opportunities and risks and quantify the schedule reduction or expansion;

l. Assumptions/exclusions made in the schedule.

2. Update Narrative Report shall be submitted to the Engineer each month with the monthly update submission, and include the following:

   a. The Contractor's transmittal letter;

   b. Contract complete date status by milestone:

      1) Ahead of schedule and number of calendar days;

      2) Behind schedule and number of calendar days;

      3) Calendar days lost/gained compared with the previous update.

   c. Schedule change report organized by milestone and area listing each Activity in the CPM schedule that has been/ will be:

      1) Completed during this reporting period;

      2) In progress during this reporting period;

      3) Scheduled to be performed during the next reporting period.

   d. Analysis, organized by milestone and area, of the critical and near critical path/s describing:

      1) The nature of the critical/near critical path;

      2) Impact on other Activities, milestones and completion dates;

      3) Risks and opportunities impacting the critical/near critical paths.

   e. List of current and anticipated delays by milestone:

      1) Cause of the delay;

      2) Corrective actions and schedule adjustments to correct the delay;

      3) Impact of the delay on other Activities, milestones and completion dates;

      4) Weather delays – when applicable, the Contractor shall describe how the impacts of weather conditions and constraints were absorbed and accounted for in the schedule and documentation showing they were beyond normal for the area or those provided for in the baseline.

   f. Changes in Activity descriptions for non-required work Logic, or Duration for actualized and non-required work shall be grouped and organized in the report in a manner that communicates in detail the rationale associated with each change and the impact upon construction sequence, relationships and the critical path.

g. Added Activities and the rationale associated with each action;

h. Pending issues and status of other items:

1) Permits;

2) Contract modifications;

3) Change orders;

4) Long lead procurement items;

5) Other.

i. Out of Sequence Report describing the necessity of each Activity relationship shown therein, as described within this Section;

j. Illogical Progress/Restraint Reports (if any);

k. Other project or scheduling concerns;

l. Electronic copy of the latest CPM schedule update file in Primavera (.xer) format;

m. Primavera scheduling error report.

D. CPM Progress Meeting and Reports

1. Monthly, on a date established by the Engineer, a CPM Progress Meeting will be held, at which time the schedule will be reviewed. The meeting shall be attended by the Engineer, and representative(s) of the Contractor to include the scheduling consultant. The Contractor representative(s) at the meetings shall have the competence and authority to make any necessary decisions and their statement shall commit the Contractor to the agreed procedures, sequencing of Work, coordination and time schedules.

2. Prior to the meeting, the CPM scheduling consultant shall obtain, through any required means including Site meetings, the necessary information to update the CPM schedule to reflect progress to date and to update/revise the schedule (plan) of the Work for the balance of the project. The updated schedule and draft narrative report shall be furnished to the Engineer at least 72 hours prior to the meeting and be distributed by the Contractor in hard copy at the meeting for review.

3. To update the CPM schedule, the Contractor shall:

a. Enter actual start and completion dates for those Activities started and/or completed during the previous reporting period;

b. For Activities in progress, indicate the Remaining Duration correlating to an accurate forecasted completion date and physical percentage complete to date (Percent Complete is to reflect the actual quantity of Work completed, and is separate from any actual or Remaining Duration calculation). Review, and revise as

necessary, the network Logic for the Remaining Duration of the Work from the update to the estimated completion date;

c. For Activities not yet started, review, and revise as required, the necessary Logic, and the estimated start and completion dates;

d. Enter, for each applicable Activity, actual installed quantities information;

e. For identified construction change requests, Extra Work or change orders, add the appropriate detailed schedule Activities upon submittal of Form 1 for changes in the Work. The change order review and registration Fragnet will be provided by the Engineer and shall include the following Activities in sequence:

1) Submittal of Form 1 on the actual date submitted;

2) Contractor pricing of the identified change subsequent to submittal of Form 1;

3) Pricing negotiations;

4) Comptroller review and registration; followed by;

5) Detailed submittal and construction Activities with correct Activity coding as specified within this Section.

4. The total Duration to be initially added to any schedule update reflecting the Activities from submittal of Form 1 to the registration of any specific change order, shall be in accordance with the Fragnet provided by the Engineer and shall be incorporated into the monthly schedule update following the submittal of Form 1 for the change in Work. The forecasted construction Activities shall be logically tied to the appropriate predecessor and successor base Contract Activities and contain all of the required Logic, Duration, and Resource Loading specified for the detailed CPM schedule Activities.

5. In the event the Contractor begins performance in the field of identified Extra Work during the update period, the monthly progress schedule update shall reflect the actual start date of the Work, and any predecessor Logic ties or restraints shall be broken in order to accurately forecast completion of the identified Extra Work Activity. This will allow for accurate forecasting of the successor Work Activities and completion milestones.

a. Annotate updated status information on the CPM schedule update in a manner that will graphically depict the current status of the Work;

b. Should discrepancies regarding data/information accuracy be noted during the review meeting or other discussions, the Engineer may direct the Contractor to adjust the percentage completion,

Remaining Duration and actual dates to selected activities and re-issue the updated schedule and reports.

6. Default progress data provided from the scheduling system shall not be allowed. Actual start and finish dates and Remaining Durations of Activities shall not be automatically updated by default mechanisms that may be included in CPM scheduling software systems. Actual start and finish dates on the CPM schedule shall match those dates provided from the Contractor's Daily Quality Control Reports. Failure of the Contractor to document the actual start and finish dates on the Contractor Daily Quality Control Report for every in-progress or completed Activity, and to ensure that the data contained on the Contractor Daily Quality Control Reports is the sole basis for schedule updating, shall result in the disapproval of the Contractor's submittal.

7. Activities that have reported progress without predecessor Activities being completed (out-of-sequence progress) will not be allowed except on a case-by-case basis with the approval of the Engineer. A written explanation for each instance shall be included in the monthly submittal.

8. The Contractor shall identify each month any changes to the CPM schedule, such as:

   a. New Activities;

   b. Deleted Activities;

   c. Activity duration changes;

   d. Activity description changes;

   e. Change in Logic relationships between activities.

9. Logic changes and Activity description changes shall be described, with an explanation of the rationale for the change provided in the report. The Contractor shall not constrain the schedule with artificial Logic ties and or constraint dates and or any other scheduling techniques that may distort the Activity Float and Total Float associated with the critical path Activities and the schedule in general.

10. In addition to the requirements of the General Conditions, the Contractor shall submit monthly the proposed correlated sequence and estimated dates for submission, approval and final submission activities for the following:

    a. Working drawings submittals;

    b. Equipment operation and maintenance manuals submittals;

    c. Witness shop tests;

    d. Delivery of materials and equipment to Site;

    e. Final field tests;

f. Special tools and lubricant deliveries;

g. Spare part deliveries;

h. Instructional services;

i. Permits;

j. Final record documents;

k. Startup and commissioning/testing;

l. Piping and equipment identification.

11. The above information shall be presented in an organized tabular format, showing for each submittal item, organized by item:

a. Submission date (actual or forecast);

b. Approval date (actual or forecast);

c. Final submissions (actual or forecast);

d. Comments (actual or forecast).

12. Equipment/material procurement information shall be presented in an organized tabular format, showing for each item, organized by item:

a. Drawing submittal date (actual or forecast);

b. Drawing approval date (actual or forecast);

c. Release for fabrication date (actual or forecast);

d. Witness shop test date (actual or forecast);

e. Delivery date (actual or forecast).

E. Remedial Measures and Recovery Schedule

1. Delays to the Critical Path – Whenever it becomes apparent from the monthly CPM schedule update that delays to the critical path have occurred due to action or inaction of the Contractor, and as a result the Contract completion date will not be met, the Contractor shall take some or all of the following actions at no additional cost to DEP, in addition to and apart from the other requirements of this Section, as directed by the Engineer:

a. Increase construction manpower in such quantities and crafts as will substantially eliminate the backlog of Work.

b. Increase the number of working hours per shift, shifts per day, or working days per week; the amount of construction equipment; the forms for concrete work; etc., or any combination of the foregoing to substantially eliminate the backlog of Work.

c. Reschedule Activities to achieve maximum practical concurrence of accomplishment of Activities, and comply with the revised schedule.

d. Submit to the Engineer for review a written statement of the steps the Contractor intends to take to remove or arrest the delay to the schedule. The Contractor shall promptly provide the necessary level of effort to bring the Work back on schedule.

2. The Engineer may require the Contractor to add to its equipment and materials or construction forces, as well as increase the working hours, if operations for critical, less critical or non-critical activities fall behind the Contractor's Baseline Schedule at any time during the construction period.

3. The Engineer may require the Contractor, at any time during the project and at no additional cost to DEP, to develop a more detailed schedule/Fragnet than depicted in the detailed Baseline Schedule to provide a clearer understanding of the effort needed to complete a specific area of Work or task.

4. Should the Contractor fall behind schedule, the Engineer may require the Contractor to prepare a recovery schedule for Engineer review and acceptance. The recovery schedule shall propose alternative methods, overtime, and other means available to the Contractor to recover the schedule slippage incurred to date.

1.08 DELIVERY, STORAGE, AND HANDLING

A. Not Used

1.09 SPARE PARTS, SPECIAL TOOLS, AND SUPPLIES

A. Not Used

1.10 WARRANTY

A. Not Used

PART 2 PRODUCTS

2.01 MANUFACTURERS

A. Not Used

2.02 MATERIALS / EQUIPMENT

A. Not Used

2.03 FABRICATION / ASSEMBLING / FINISHES

A. Not Used

2.04 SOURCE QUALITY CONTROL / SHOP TESTS

A. Not Used

PART 3 EXECUTION

3.01 EXAMINATION / PREPARATION

A. Not Used

3.02 IMPLEMENTATION

A. Not Used

3.03 FIELD TESTING / QUALITY CONTROL

A. Not Used

3.04 STARTUP / DEMONSTRATION

A. Not Used

3.05 ADJUSTING / PROTECTION / CLEANUP

A. Not Used

END OF SECTION

EXHIBIT 1 -- WORK BREAKDOWN STRUCTURE

WBS Code	WBS Name
@- PS-318	PS-318 – Reconstruction of Paerdegat Pumping Station
@-PS-318.CN	PS-318- Construction
@- PS-318.CN.CO	PS-318- Contractual
@- PS-318.CN.MOB	Mobilization
@- PS-318.CN.PAER	Paerdegat Pumping Station
@- PS-318.CN.PAER.GEN	General Requirements
@- PS-318.CN.PAER.EXIST	Existing Conditions
@- PS-318.CN.PAER.EARTH	Earthwork
@- PS-318.CN.PAER.CON	Concrete
@- PS-318.CN.PAER.MET	Metals
@- PS-318.CN.PAER.TMP	Thermal and Moisture Protection
@- PS-318.CN.PAER.SPEC	Specialties
@- PS-318.CN.PAER.HVAC	HVAC
@- PS-318.CN.PAER.ELEC	Electrical Systems
@- PS-318.CN.PAER.EXT	Exterior Improvements
@- PS-318.CN.PAER.PIPE	Process Piping, Valves, and Instrumentation
@- PS-318.CN.PAER.EQPT	Process Equipment
@-PS-318.CN.CON	Contractor Staging Area
@-PS-318.CN.CON.TP	Temporary Power
@-PS-318.CN.CON.BYP	Interim Bypass
@-PS-318.LS	Lump Sum
@-PS-318.UP	Unit Prices
@PS-318.A	Allowances

EXHIBIT 2 – ACTIVITY ID FORMAT

1. Activity ID format: Activity ID's shall be preceded by the Contract identifier: PS-318.
2. Do not use the letters X or Z within the activity ID as these are reserved for DEP use
3. For Activities added to the schedule during the project representing Contract change order execution and Extra Work, the Contractor shall insert "CO" after the Contract identifier and use the succeeding numbers to identify the change order number.

EXHIBIT 3 – SCHEDULE MILESTONES

1. NTP- @- PS-318;
2. Mobilization- @- PS-318;
3. Construction Start (start of installation of permanent Work in the field - @- PS-318);
4. Project Specific milestones- @- PS-318;
5. Substantial Completion- @- PS-318;
6. Or other Milestones as directed by the Engineer.

EXHIBIT 4 -- PROPOSED ACTIVITY CODES

1. **@- PS-318 _RESP** - Responsibility Code – The party contractually responsible for the scheduled Activity. This Activity Code field should be defined as being four digits in length.

VALUE	SEQUENCE	TITLE
DEP	1	Department of Environmental Protection
ENG	2	DEP's Design Engineer
CCM	3	DEP's Construction Manager
GEN	4	General Prime Contractor
ELE	5	Electrical Subcontractor
HVC	6	HVAC Subcontractor

2. **@- PS-318 _MLS** - Milestone Code – Milestones specified in the Contract. This Activity Code field should be defined as being four digits in length.

VALUE	SEQUENCE	TITLE
M1	1	Notice To Proceed
M2	2	Substantial Completion

3. **@- PS-318_LOC** - Location Code – Project location specified in the Contract. This Activity Code field should be defined as being four digits in length.

VALUE	SEQUENCE	TITLE
PAER	1	Paerdegat Pumping Station

4. **@- PS-318_AREA** - Area Code - The specific area within the project Site where the Work is taking place. This Activity Code field should be defined as being four digits in length.

VALUE	SEQUENCE	TITLE
GCSA	1	PAER – General Contractor Staging Area
PAERFB	2	PAER - Facility Building
PAERBP	3	PAER – Bypass Pumping
PAERFM	4	PAER – Force Main

5. **@- PS-318 _OPER** - Operation Code - The operation or type of Work

Note: The operation codes listed are for example only. The specific operation codes will be determined during the development of the Baseline Logic and Duration schedule and will reflect the Contractor's anticipated means and methods. This Activity Code field should be defined as being four digits in length.

VALUE	SEQUENCE	TITLE
01	1	General Requirements
02	2	Site Clearing
03	3	Site Earthwork
04	4	Utilities
05	5	Access Roads
06	6	Temp Facilities
07	7	Erosion Control
08	8	Concrete
09	9	Landscape
10	10	Drainage
11	11	Temp Power
12	12	Lighting
13	13	Dewatering
14	14	Masonry
15	15	Metals
16	16	Wood and Plastics
17	17	Thermal and Moisture Protection
18	18	Doors and Windows
19	19	Finishes
20	20	Specialties
21	21	Equipment
22	22	Furnishings
23	23	Special Construction
24	24	Conveying Systems
25	25	Mechanical
26	26	Electrical
27	27	Instrumentation and Control
28	28	Site Restoration
29	29	Piping modifications
30	30	Electrical modifications
31	31	Maintenance Activities

6. **@- PS-318_ADD** - Activities Added – Code for Activities added during the current schedule update period. This Activity Code field should be defined as being four digits in length.

VALUE	SEQUENCE	TITLE
001	1	Activity Added in Update #01
002	2	Activity Added in Update #02
003	3	Activity Added in Update #03
Continued – to be updated by Contractor in each Progress Schedule		

7. **@- PS-318 _CO#** - Change Order Number – Code for Activities added for Change Order work. This Activity Code field should be defined as being four digits in length.

VALUE	SEQUENCE	TITLE
G001	1	G001 – General Change Order No.1 Description
C001	2	C001 – Civil Change Order No.1 Description
A001	3	A001 – Architectural Change Order No.1 Description
S001	4	S002 – Structural Change Order No.1 Description
M001	5	M001 – Mechanical Change Order No.1 Description
H001	6	H001 – HVAC Change Order No.1 Description
P001	7	P001 – Plumbing Change Order No.1 Description
E001	8	E001 – Electrical Change Order No.1 Description
I001	9	I001 – Instrumentation & Control Change Order No.1 Description
Continued – to be updated by Contractor in each Progress Schedule		

8. **@- PS-318_Contractor** General Contractor. This Activity Code field should be defined as being seven digits in length.

VALUE	SEQUENCE	TITLE
G1	1	General Contractor
Continued – to be updated by Contractor in each Progress Schedule		

9. **@- PS-318_Point of Contact** DEP Accountable Manager. This Activity Code field should be defined as being seven digits in length.

VALUE	SEQUENCE	TITLE
JG	1	John Goulas
Continued – to be updated by Contractor in each Progress Schedule		

10. **@- PS-318 _Key Milestones** Optional Field for DEP use. This Activity Code field should be defined as being seven digits in length.

11. **@- PS-318 _Standard Milestones** Optional Field for DEP use. This Activity Code field should be defined as being seven digits in length.

12. **@- PS-318 _Temporary** Optional Field for DEP use. This Activity Code field should be defined as being seven digits in length.

13. **@- PS-318 _Hide** Optional Field for DEP use. This Activity Code field should be defined as being seven digits in length.

14. In addition to the required Activity coding outlined above, the Engineer may direct the Contractor to provide additional Activity coding, at no additional cost to DEP, in order to facilitate the management of the project and schedule. Additional Activity coding may include:

    a. SUBC – Code designating major subcontractors or vendors;

    b. SYST – Code designating process or functional system;

    c. TYPE – Code designating general type of Work;

    d. PHAS – Phase of Work in accordance with construction phasing requirements.

EXHIBIT 5 – PROJECT CALENDARS

1. @- PS-318_5D1S - 5 days per week and one shift per day
2. @- PS-318_7D3S - 7 days per week and one shift per day
3. @- PS-318_Planting - Contains months warm enough for planting vegetation
4. @- PS-318_Paving - Contains months warm enough for paving
5. @- PS-318_X-Xxx - Limited months in calendar year (Xxx – Xxx) work can occur.

SECTION 01 32 30 – JOB PHOTOGRAPHS AND VIDEOS
CONTRACT PS-318

PART 1 GENERAL

1.01 SUMMARY

A. Section Includes

1. Pre-Construction Photographs, Aerial Photographs and Videos
2. Construction Photographs, Aerial Photographs and Videos
3. Post-Construction Photographs, Aerial Photographs and Videos
4. Informational Video
5. Public Design Commission (PDC) Photographs

B. The following index of this Section is presented for convenience:

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1.02 PAYMENT

A. No separate payment shall be made for performing any Work required under this Section. All costs for Work required by this Section shall be included in the applicable lump sum, unit price(s) or allowance(s) as set forth in Section 01 27 00 – Measurement and Payment.

1.03 RELATED SECTIONS

A. Section 01 31 25 - Web-Based Project Management Information System

1.04 REFERENCES

A. Definitions

1. For the purposes of this Section, “Photograph” shall be defined as one digital camera image, which is approved by the Engineer for development into the products specified herein.

2. For the purposes of this Section, an “Aerial Photograph” shall be defined as one aerial view, approved by the Engineer, for development into the products specified herein.

B. Reference Standards

1. International Organization for Standardization

a. ISO 18902: 2013 - Imaging materials -- Imaging Materials – Albums, Framing and Storage Materials.

b. ISO-IEC 14496-14 Information technology -- Generic coding of moving pictures and associated audio information: MPEG-4 Part 14 (MP4 file format).

c. IPTC/XMP (International Press Telecommunications Council's/Adobe Extensible Metadata Platform) Standard

1.05 DESCRIPTION

A. The Contractor shall engage the services of experienced professional photographers and/or video recording firms, approved by the Engineer, to document the progress of Work by taking color job Photographs, Aerial Photographs and videos. The photographer shall take Photographs, Aerial Photographs and videos of the Project before start of construction work, during ongoing construction, and after completion of construction as directed by the Engineer and as needed for obtaining Public Design Commission (PDC) approval.

B. A designee of the Engineer will accompany the photographer for the taking of all photographs and videos.

C. Pre-Construction Photographs and Videos

1. The photographer, when directed by the Engineer, shall visit the Site prior to start of construction to take a total of fifty (50) Photographs and make a twenty (20) minute video showing existing conditions of the entire Project Site and any adjacent areas which could possibly be disturbed during construction.

2. Four (4) Aerial Photographs shall be taken which showcase the Project Site in relation to the surrounding neighborhood.

D. Construction Photographs and Videos

1. The photographer, when directed by the Engineer, shall visit the Site during construction on a monthly basis unless the Engineer requests different frequencies of the visits, to take a total of 500 Photographs for the Project and to visit the Site when directed by the Engineer to tape a total of eight (8) hours of videos. Photographs taken and video minutes taped shall be distributed evenly among the visits and visits shall be distributed evenly over the course of the Project, all subject to the direction of the Engineer.

2. A total of 240 Aerial Photographs shall be taken with four (4) views, at sixty (60) phases of construction, as determined by the Engineer.

E. Post-Construction Photographs and Videos

1. The photographer, when directed by the Engineer, shall visit the Site at the completion of construction to take a total of fifty (50) Photographs and make a twenty (20) minute video showing the completed Work, the entire Project Site and any adjacent areas which were disturbed during construction.

2. Four (4) Aerial Photographs shall be taken showing the completed Work, the entire Project Site and any adjacent areas which were disturbed during construction.

F. Informational Video

1. The Contractor shall engage a professional video recording firm to develop a finished 60-minute informational video as directed by the Engineer.

2. The video shall be developed by editing the videos made during the pre-construction, construction and post-construction stages of the project, as well as any additional taping needed to complete the documentation of Work at the Project Site.

G. Public Design Commission (PDC) Photographs (see City of New York Standard Construction Contract Article 47)

1. The photographer, when directed by the Engineer, shall visit the Site at the completion of construction to take a total of thirty (30) minimum Photographs of Work that received final approval by the PDC during design. The Work to be photographed for submission to PDC is as follows:

   a. North face of station building, from the viewpoint of pedestrian along Flatlands Avenue

   b. North windows

   c. Relocation of Station Identification Sign

   d. Wrought Iron Fence along Flatlands Avenue

   e. East perspective of pumping station showing equipment enclosure louver, from the viewpoint of pedestrian along Ralph Avenue

   f. Chimney cap

g. Roof guardrail

h. Re-created wooden gate

i. Rebuilt brick fence

j. North, south, east, and west elevation views

2. Prior to taking PDC Photographs, all surrounding areas shall be cleared of any construction-related material and equipment, including but not limited to construction cones, construction signage, temporary fencing and other temporary facilities.

3. The Contractor may utilize the professional photographer firm described in Article 1.06 to take the PDC photographs. If the PDC photographs are unacceptable by PDC, the Contractor shall hire a separate architectural photographer to re-take the PDC photographs at no additional cost to the City.

1.06 QUALITY ASSURANCE

A. Photographs shall be clear with proper exposure. New Photographs are to be taken immediately if Photographs of an adequate quality cannot be achieved. Photographs shall be of a quality to permit enlargements.

B. The professional photographer and professional video recording firm shall have a minimum of three (3) years of experience with duties similar to those specified herein. The qualifications of the professional photographer and professional video recording firm shall be subject to review by the Engineer.

C. All videos shall be made using professional-type video cameras and with adequate lighting.

1.07 SUBMITTALS

A. Submittals shall include, but not be limited to, the following:

1. Resume of the professional photographer proposed for this Work;

2. Resume and experience of the professional video recording firm proposed for preparing the informational video;

3. Plot plans indicating the location and unique sequential identifier of all Photographs.

4. Photo log of all Photographs and associated metadata in an Excel spreadsheet

5. One (1) set of all Photographs / Aerial Photographs taken for the Engineer's review and approval for processing further.

6. The Contractor shall provide the Engineer with updated images, key plans and Photograph logs on a monthly basis.

B. Submittals shall be made in accordance with Section 01 31 25 - Web-Based Project Management Information System.

1. PDC Photographs shall be submitted in both digital format and print format.

1.08 DELIVERY, STORAGE, AND HANDLING

A. Not Used

1.09 SPARE PARTS, SPECIAL TOOLS, AND SUPPLIES

A. Not Used

1.10 WARRANTY

A. All Photographs, Aerial Photographs, and videos resulting from the Work under this Contract shall become the exclusive property of the City upon their creation.

B. Neither the Contractor nor the photographer nor the video recording firm shall retain any rights pertaining to the Photographs, Aerial Photographs, and videos nor shall they reproduce or otherwise publish or disseminate any of the Photographs, Aerial Photographs, prints or videos taken under this Contract without the prior written approval of DEP.

C. The Photographs, Aerial Photographs, and videos shall be considered "work made for hire" under applicable provisions of the Copyright Act, and the City shall be the copyright owner thereof and of all aspects, elements and components thereof in which copyright protection might subsist. To the extent that such materials do not qualify as "work made for hire", the Contractor hereby irrevocably transfers, assigns and conveys exclusive copyright ownership in and to such materials to the City, free and clear of any liens, claims or other encumbrances. The agreements between the Contractor and the photographer and video recording firm shall contain a provision containing these requirements.

PART 2 PRODUCTS

2.01 MANUFACTURERS

A. Not Used

2.02 MATERIALS / EQUIPMENT

A. Photographs

1. Digital cameras shall produce records with true optical resolution. Images shall not be resized or interpolated to a higher resolution from a lower resolution.

2. One set of digital images shall be submitted to DEP's web-based Project Management Information System.

3. Photographs should be embedded with metadata using the IPTC/XMP (International Press Telecommunications Council's/Adobe Extensible Metadata Platform) Standard. This includes:
    a. Project number
    b. Project name
    c. Contract number and description
    d. Unique sequential identifier
    e. Description of Vantage point, indication location, direction and other pertinent information
    f. General description of what the Photograph represents
    g. Global Positioning System (GPS) location data
    h. Phase of Construction (i.e. pre-construction, construction or post-construction)
    i. Date and time Photograph was taken if not date stamped by camera
    j. Name of photographer
    k. Name of Department of Environmental Protection witness
4. The Contractor shall transmit one (1) electronic copy of each Photograph to the Engineer for use in preparing descriptions. The Photographs with descriptions will be returned to the Contractor for record management.
5. PDC Photographs
    a. Print PDC Photographs shall be 8-inch x 10-inch, archival-quality prints.
    b. Digital PDC Photographs shall be at least 300 DPI at 8-inch x 10-inch.

B. Aerial Photographs

1. One set of digital images shall be submitted to DEP’s web-based Project Management Information System. Aerial Photographs shall meet the digital Photograph requirements of this Section, except that they shall be a minimum 50 megapixel file size.

C. Videos

1. Video recordings shall be ASTC format, 1080P (1920 x 1080) using MPEG-4 Program Stream encoding (ISO-IEC 14496-14 “Coding of audio-visual objects -- Part 14: MP4 File Format”), using professional video cameras with clear and succinct narrative. The narrative material shall be developed in conjunction with the Construction Manager, Contractor, and Engineer.

a. All video recordings shall begin with a chapter index listing the contents in detail and providing direct access to each chapter.

b. All video recordings must include on parallel tracks metadata (catalogue information) to include the date and time of recording, the name of the area being documented, the project name, direction of travel, the viewing side, project number, Contract number and description, name of photographer and Department of Environmental Protection witness. The date and time shall be on a track separate from the rest of the metadata and, when displayed, shall appear in the upper left hand corner of the picture. Time and date shall use the following format:

Time: HH;MM;SS (using 24-hour clock time)
Date: MM/DD/YYYY

c. The project number, project name, Contract number and description, name of photographer and Department of Environmental Protection witness, when displayed, shall appear on the lower half.

2. Video output from camera used must be capable of producing full HD resolution (1920 x 1080). Geometric distortion should not exceed two (2) percent of picture height at any point in picture area.

3. All recording shall be done with adequate lighting. Written authorization by the Engineer to proceed with video documentation at any areas must be done with consideration of existing environmental conditions. The designee of the Engineer will accompany the photographer during all taping sessions.

4. During the recording period, all records shall be turned over to the Engineer for review of the content and quality. Any portion of the recording deemed unacceptable by the Engineer shall be re- recorded by the Contractor at no additional cost to the City.

5. One copy of all acceptable recordings shall be furnished and shall be properly identified by container number, equipment, location and project name. A record of the contents of each recording shall be provided on a run sheet, identifying each chapter segment of the recording.

D. Informational Video

1. The informational video shall have titles and audio defining all aspects of Work activities. In consultation with the Engineer and the City, the video shall develop the basic design criteria, explain each phase of excavation or construction, extras or credits, safety highlights, concrete, steel and other suppliers, disposal of materials, dewatering, control of groundwater, and other such items.

2. Two copies of the acceptable informational video (flash drive or hard drive) shall be furnished and shall be properly identified and labeled. Identifying

information furnished on the informational video shall be the same as specified for other videos in this Section.

2.03 FABRICATION / ASSEMBLING / FINISHES

A. Fabrication

1. Photographs

a. The file format for Photographs shall be color, uncompressed Tagged Image File Format (TIFF) produced by a digital camera with a minimum sensor size of 12 megapixel files or greater, and at an image resolution of not less than 5,000 pixels by 3,500 pixels at 300 dpi or greater

b. Photographic images shall be provided as 8 bit per channel RGB color images.

2.04 SOURCE QUALITY CONTROL / SHOP TESTS

A. Not Used

PART 3 EXECUTION

3.01 EXAMINATION / PREPARATION

A. Not Used

3.02 INSTALLATION

A. Not Used

3.03 FIELD TESTING / QUALITY CONTROL

A. Not Used

3.04 STARTUP / DEMONSTRATION

A. Not Used

3.05 ADJUSTING / PROTECTION / CLEANUP

A. Not Used

END OF SECTION

SECTION 01 33 00 – SUBMITTAL PROCEDURES
CONTRACT PS-318

PART 1 GENERAL

1.01 SUMMARY

A. Section Includes:

1. Submittal Categories
2. Schedule of Submittals
3. Letter of Transmittal
4. Contractor Responsibilities
5. Shop Drawings Submittal
6. Approval of Shop Drawings not a Waiver
7. Final Copy – Shop Drawings

B. The following index of this Section is presented for convenience:

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C. The following Schedule, attached after the “End of Section” designation, is a part of this Section:

1. Attachment 01 33 00-1 - Sample Schedule of Submittals

1.02 PAYMENT

A. No separate payment shall be made for performing any Work required under this Section. All costs for Work required by this Section shall be included in the applicable lump sum, unit price(s) or allowance(s) as set forth in Section 01 27 00 – Measurement and Payment.

1.03 RELATED SECTIONS

A. Section 01 31 25 – Web-Based Project Management Information System

B. Section 01 32 10 – Progress Scheduling

C. Section 01 78 39 – Final Record Documents

1.04 REFERENCES

A. Not Used

1.05 DESCRIPTION

A. Submittals includes all types of drawings and other documents required to be prepared or assembled and submitted to the Engineer by the Contractor before, during, or after construction, such as, but not limited to, the following "submittal categories":

1. As-Built Drawings;
2. Bid Submittals;
3. Certifications;
4. Construction Progress Photos and Videos;
5. Baseline and Monthly CPM Progress Schedules
6. Final Record Documents;
7. Material Safety Data Sheets;
8. Mock Ups;
9. Operation and Maintenance Manuals;
10. Permits;
11. Plans (or Procedures);
12. Preliminary and Final Test Procedures
13. Product Data;
14. Reports;
15. Samples;
16. Schedule of Submittals;
17. Shop Drawings;

a. Shop Drawings includes all drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for the Contractor and submitted by the Contractor to illustrate some portion of the Work.

18. Shop Test Procedures;

19. Spare Parts;

20. Test Reports;

21. Warranties.

1.06 QUALITY ASSURANCE

A. Shop Drawings shall be submitted so that they can be approved within the first three (3) submissions. Starting with the fourth submission, liquidated damages will be assessed against the Contractor in accordance with Schedule A of the General Conditions.

1.07 SUBMITTALS

A. The Contractor shall submit a Schedule of Submittals in accordance with the requirements of this Section, for review and approval.

1. The Contractor shall resubmit an updated schedule of submittals to the Engineer for review and approval on the first day of each month until Substantial Completion, unless otherwise directed to submit less frequently by the Engineer.

2. The Schedule of Submittals shall demonstrate coordination with the CPM Schedule submitted under Section 01 32 10 - Progress Scheduling. Changes and updates to the CPM Schedule shall be reflected in the specified resubmissions of the Schedule of Submittals.

1.08 DELIVERY, STORAGE, AND HANDLING

A. Not Used

1.09 SPARE PARTS, SPECIAL TOOLS, AND SUPPLIES

A. Not Used

1.10 WARRANTY

A. Not Used

PART 2 PRODUCTS

2.01 MANUFACTURERS

A. Not Used

2.02 MATERIALS / EQUIPMENT

A. Not Used

2.03 FABRICATION / ASSEMBLING / FINISHES

A. Not Used

2.04 SOURCE QUALITY CONTROL / SHOP TESTS

A. Not Used

PART 3 EXECUTION

3.01 EXAMINATION / PREPARATION

A. All Submittals shall have identifying titles and bear the signature of the Contractor as evidence that they have been reviewed and approved by the Contractor and that they conform to the requirements of the Contract Documents. Submittals without this stamp of approval will not be reviewed by the Engineer and will be returned to the Contractor.

1. The stamp shall contain the following minimum information:

Project Name: _____

Contract No.: _____

Contractor's Name: _____

Date: _____

Item: _____

Section No(s).: _____ Section Title(s): _____

Article No(s). _____ Paragraph No(s).:_____

Contract Drawing No(s): _____

Location: _____

Submittal No.: _____ Review Cycle No.: _____

Shop Drawing Reference No.: _____

Source Company Name: _____

This Submittal was reviewed for conformance with the Contract Document requirements and approved by: _____

2. All applicable Specification sections, subsections, articles, paragraphs and drawings shall be noted in the stamp.

B. Submittal Identification and Tracking: In order to identify and track each Submittal as a separate and unique item, the Contractor shall utilize a Submittal numbering system as follows:

1. Submittal Number:

a. The Submittal Number shall be a separate and unique number correlating to each individual Submittal that needs to be tracked as a separate and unique item.

b. The Submittal Number shall be a two-part number assigned by the Contractor in the following manner:

1) The first part of the Submittal Number shall consist of 6 to 10 digits that pertain to the applicable Specification section.

a) Include all spaces (and decimal, if applicable) as per the Specification section title.

2) The second part of the Submittal Number shall consist of three digits (the numbers 001 to 999) to number each separate and unique submitted under each Section.

3) A dash shall separate the two parts of the Submittal Number.

4) For example:

a) The Submittal Number for the third Submittal under Section 09 91 00 – Painting, would be 09 91 00-003.

b) The Submittal Number for the first Submittal under Section 40 05 59.16 01 – Stop Logs (Aluminum), would be: 40 05 59.16 01-001.

2. Review Cycle:

a. The review cycle shall be identified by a three-digit number indicating whether a Submittal is the initial submission (i.e., "000") or a resubmission of an earlier Submittal (i.e., "001" or higher).

1) The first resubmission, for example, would be assigned "001"; the second resubmission will be assigned "002"; etc.

b. Liquidated damages will be assessed upon rejection of any Submittal identified as "003" in the review cycle.

C. Submittals shall include appropriate references to all related and pertinent Contract Documents.

D. In submitting Shop Drawings for approval, all associated drawings relating to a complete assembly of various parts necessary for a unit shall be included. Shop Drawings shall not be submitted until the full set of associated drawings is complete, so that they may be checked in relation to the assembly proposed.

E. All items of electrical equipment constituting an operating system and any mechanical units involved therein or necessary for the functioning of such system shall be submitted at the same time and shall include clear diagrams showing circuit functioning and necessary details for field construction.

F. Partial, incomplete, or illegible submissions will be marked "Rejected" and returned to the Contractor without review, for resubmission.

G. Final Copy - Shop Drawings: The Contractor shall furnish all "Final Copy Shop Drawings" to the DEP as a condition precedent to the Commissioner issuing a written determination of Final Acceptance. Final Copy Shop Drawings shall be submitted in accordance with Section 01 78 39 – Final Record Documents.

3.02 IMPLEMENTATION

A. General:

1. All Submittals including, but not limited to, Shop Drawings and inquiries pertaining to engineering features or Specification and Contract Drawing interpretations, shall conform to the General Conditions and the requirements of this Section and Section 01 31 25 – Web-Based Project Management Information System.

2. Within 30 calendar days from the work commencement date specified in the Notice to Proceed (NTP), the Contractor shall prepare and submit for the Engineer's approval a Schedule of Submittals which it proposes to follow, listing Section references, names of Submittals required, and the dates on which the Contractor proposes to make the Submittals. The proposed dates of Submittals must be chronologically complementing the CPM schedule.

a. No other Submittals shall be accepted for review until the Schedule of Submittals is received and approved by the Engineer. Submittals that are submitted prior to approval of the Schedule of Submittals shall be returned "Rejected".

b. The Schedule of Submittals shall be in the form of a table.

1) Each row in the Schedule of Submittals shall include, but not be limited to, the following data divided into columns:

a) The first part of the Submittal Number.

b) The second part of the Submittal Number.

c) The title of the Submittal.

d) The review cycle.

(1) As the project progresses, data for resubmittals shall be added as separate rows under each Submittal Number.

e) The date of submission, anticipated (for future Submittals) or actual (for past Submittals).

f) The date the Submittal is returned.

(1) For future or anticipated Submittals, use "N/A".

(2) For past Submittals, use the actual date the Submittal is returned.

g) The disposition of the Submittal:

(1) For future or anticipated Submittals, use "N/A".

(2) For past Submittals, use the actual disposition (e.g., FAS, FAC, R&R, etc.).

c. Refer to Attachment 01 33 00, Sample Schedule of Submittals, for an example Schedule of Submittals table.

d. The Schedule of Submittals is intended to be exhaustive, including all anticipated future Submittals with reasonable estimates for Submittal dates.

e. The Schedule of Submittals shall demonstrate coordination with the CPM Schedule submitted under Section 01 32 00 - Progress Scheduling.

3. Submittals shall be made as directed by the Engineer. All Submittals shall be in the English language with U.S. customary units of measurement being used in all drawings and data.

4. The Contractor shall use the project Web-Based Project Management Information System to submit all documents as directed by the Engineer and as described in Section 01 31 25 – Web-Based Project Management Information System.

5. Samples shall be shipped directly to the Engineer. A copy of the transmittal with photographs (JPEG format) of the samples (minimum three (3) angles per sample) shall be entered into the web-based Project Management Information System.

B. Letter of Transmittal or Inquiry

1. A letter of transmittal shall accompany each submission. If data for more than one Section of the Specifications is being submitted, a separate transmittal letter shall accompany the material being submitted under each Section. To the extent possible, letters of inquiry concerning certain phases of the Contract shall also deal with only one Section of the Contract Documents.

2. At the beginning of each letter of transmittal and each letter of inquiry, provide a reference heading indicating the following:

Owner's Name: NYC Department of Environmental Protection
Project Name: _____
Contract Number: _____
Transmittal Number: _____
Section and Item Number: _____

3. If Submittals show variation from the requirements of the Contract, the Contractor shall make specific mention of such variation in the Submittal package.

C. Contractor Responsibilities

1. The Contractor shall review all Submittals before transmitting them to the Engineer for review and approval.

   a. Prior to transmitting each Submittal to the Engineer:

      1) The Contractor shall ensure proper coordination of the Work submitted.

      2) The Contractor shall ensure that each Submittal is in accordance with the requirements of this Section.

      3) The Contractor shall ensure that each Submittal is in accordance with each and all applicable Submittal requirements of the corresponding Section(s) and/or Contract Documents.

      4) The Contractor shall ensure that each Submittal contains sufficient documentation and information, presented plainly and clearly, to verify each and all requirements that are contained within the Specification Section(s) or shown on the Contract Documents prior to transmission to the Engineer.

   b. Regardless of what a manufacturer, fabricator, subcontractor, etc. transmits to the Contractor, it is the Contractor's exclusive responsibility to ensure completeness of the Submittal package prior to transmitting the package to the Engineer for review.

      1) Packages that are incomplete, whether by failing to include all materials required to be submitted by the pertinent Specification section(s) and/or contract drawings, or whether failing to transmit any and all information needed to verify every feature, detail, etc. that is specified and/or

shown, may be returned "Rejected" for the Contractor to resubmit.

c. A note shall appear on the first page of each Submittal indicating that the Contractor has made this check.

1) Shop Drawings not so checked and noted shall be returned to the Contractor with a disposition of 'Rejected' for noncompliance with the requirements of the Contract Documents.

2. Approval of Submittals shall not relieve the Contractor of the responsibility of furnishing materials and equipment of proper dimension, size, quality, quantity, and all performance characteristics to efficiently perform the requirements and intent of the Contract Documents. Approval shall not relieve the Contractor of responsibility for errors of any sort on the Submittals. The Contractor is also responsible for information that pertains solely to the fabrication processes or to the technique of construction and for the coordination of the Work of all trades.

3. Approval of any Submittal by the Engineer only determines its overall agreement with the information given in the Contract Documents. Approval of any Submittal by the Engineer does not constitute a representation that the Submittal was found to conform to all requirements of the Contract

D. Shop Drawing Submittals

1. The Contractor shall promptly prepare and submit Shop Drawings of all parts of the Work as specified herein. Shop Drawings which are full size shall be on "D" size, 22" x 34" ANSI standard drawing sheets and electronic version. All Shop Drawings shall be drawn to scale.

2. Shop Drawings shall be numbered consecutively and shall accurately and distinctly present the following:

a. All shop and erection dimensions;

b. Arrangement and sectional views;

c. Necessary details, including complete information for making connections between Work under this Contract and work under other contracts;

d. Kinds of materials and finishes;

e. Parts list and description thereof.

3. Each Shop Drawing shall be dated and contain:

a. The name of the project and the Contract number;

b. The descriptive names of equipment or materials covered by the drawing and the Contract item number or numbers under which it is or they are required;

c. The locations or points at which the materials or equipment are to be installed in the Work.

4. Shop Drawings for equipment requiring electrical and/or mechanical connections shall show the units of equipment in the proposed position for installation and the details of attachments and connections required, with locations referred to each other and to the structure.

5. Whenever mechanical equipment, electrical equipment, tanks, pipe sections, structural and architectural details and other related items are to be permanently installed in the structures or are of sufficient weight and bulk to cause excessive stresses on the structural members and frame while being hauled, rigged, hoisted, blocked and placed in final positions, the Contractor shall submit, in advance of this Work, to the Engineer for approval, Shop Drawings showing the methods and sequence of the positioning operations, the size and material of all skids, blocks, falsework, runways, etc., the capacities of hand-operated and electric hoists and chain blocks, the positions of the hoists on the completed structural frame, temporary shores and supports, the capacities of winches and their position of attachment and similar and related rigging equipment required to effect the successful positioning of the permanently installed mechanical and electrical equipment.

6. Mechanical and electrical equipment shall not be moved across the floor of the structure without first covering the floor with timber of sufficient size so that the applied loads will be transferred to floor beams and girders of steel or concrete. If it is required to reduce bending stresses or deflection, the beams and girders shall be provided with temporary supports.

7. The Shop Drawings shall also show the loads at points of concentration, the stresses in the structures due to these temporary loads, the size and class of material of the temporary members and bracing installed or placed to minimize excessive stresses in the completed structures and computations to demonstrate that the temporary rigging equipment and accessories will not damage or injure any portion of the completed structure.

8. The approval by the Engineer of Shop Drawings for rigging and hoisting electrical and mechanical equipment and related items in final position will not relieve the Contractor of its responsibility to ensure the safety of the rigging operations, the equipment to be installed and its personnel nor will it relieve the Contractor from its responsibility not to damage completed structures, parts or members thereof or other installed equipment. The Contractor shall make good, repair or replace any damaged or injured items, structural, mechanical, electrical, architectural or landscaping, promptly

and effectively to the satisfaction of the Engineer and at no extra cost to DEP.

9. Supporting structures designed by Contractor: Supporting structures, which the Contractor is required to design, shall be of sufficient strength to safely withstand all stresses to which they may be subjected, within permissible deflections, and shall meet the applicable requirements under NYCBC, ASTM A36 and AISC Specifications for structural steel.

10. Engineer's assumed design data: All structural steel, concrete and reinforcement indicated or specified to fully or partially support equipment or appurtenances and the areas immediately adjacent thereto, have been designed from data based on assumed average anticipated clearances and loadings. The final structural design in these locations will be based on definite data available only after the Engineer approves the equipment and appurtenances to be installed. Therefore, no Shop Drawings pertaining to such supporting steel or concrete structures shall be submitted until the Contractor is furnished with full data relative to the approved equipment and appurtenances.

11. Necessary major changes in framing will be covering by supplementary or revised drawings which will be furnished to the Contractor. All changes indicated or necessary to accommodate the equipment and appurtenances shall be incorporated into the Shop Drawings submitted for approval.

12. Shop Drawings for the work in paragraphs 9, 10, and 11 above shall be prepared by or under the direction of a qualified licensed Professional Engineer, currently registered in the State of New York, and shall bear the imprint of their seal and signature.

E. Shop Drawings Approval

1. Shop Drawings submitted to the Engineer shall contain complete data on the Work and full information on related matters.

2. In submitting Shop Drawings for approval, all associated drawings relating to a complete assembly of various parts necessary for a unit shall not be submitted until the assembly of drawings is complete so that they may be checked in relation to the assembly proposed. Where errors, deviations and/or omissions are discovered later, they shall be made good by the Contractor irrespective of any approval by the Engineer.

3. With Submittals, the Contractor shall notify the Engineer of all departures from the Contract Drawings and Specifications; otherwise, approval of such Submittals will not constitute approval of the departure. Approval of a Submittal will constitute approval of the subject matter thereof only and not of any other structure, material or apparatus shown or indicated.

4. If the Contract Documents specify that a Submittal (or a portion thereof) shall bear the signature and seal by a registered professional engineer, then

in order for said Submittal to be considered complete, the requisite documents must bear the signature and seal of a registered professional engineer at the time of submittal.

a. The submittal of draft documents for review without signature and seal is unacceptable. Such documents shall be considered incomplete and shall be returned with a disposition of "Rejected" without review.

5. Materials or equipment shall not be ordered nor shall any Work be done by the Contractor before the materials, the equipment and the Shop Drawings as herein required have been approved by the Engineer.

6. After the Engineer completes the review, the Submittals will be marked with one of the following notations of dispositions:

- Furnish as Submitted (FAS)
- Furnish as Noted (FAN)
- Furnish as Corrected (FAC)
- Revise and Resubmit (R&R)
- Rejected (R)
- For Information Purposes Only (FIO)

a. If a Submittal is acceptable, it will be marked "Furnish as Submitted", "Furnish as Noted", or "Furnish as Corrected". If a Submittal is unacceptable, it will be marked "Revise and Resubmit" or "Rejected."

b. Upon return of a Submittal marked "Furnish as Submitted", "Furnish as Noted", or "Furnish as Corrected", the Contractor may order, ship or fabricate the materials included on the Submittal, provided they are in accordance with any corrections indicated.

1) Upon return of a Submittal marked "Furnish as Corrected", the Contractor shall make the corrections indicated, and resubmit the Shop Drawings to the Engineer.

2) Upon return of a Submittal marked "Furnish as Noted", the Contractor shall make the corrections indicated, but does not need to resubmit the Shop Drawing to the Engineer unless the Contractor disagrees with the corrections noted.

c. Upon return of a Submittal marked "Revise and Resubmit", the Contractor shall make the corrections indicated, clearly noting any revisions and repeat the initial approval procedure.

d. The "Rejected" notation is used to indicate material or equipment that is not acceptable. Upon return of a Submittal so marked, the

Contractor shall repeat the initial approval procedure utilizing acceptable material or equipment.

e. The "Rejected" notation is also used for Submittals where the Contractor did not review the Submittal for completeness prior to transmission to the Engineer as specified in this Section.

f. Shop Drawings or other Submittals not bearing the Engineer's "Furnish as Submitted", "Furnish as Noted", or "Furnish as Corrected" notation shall not be issued to Subcontractors nor utilized for construction purposes. No Work shall be performed or equipment installed without a "Furnish as Submitted", "Furnish as Noted", or "Furnish as Corrected" drawing or Submittal.

7. In the event the Contractor obtains the Engineer's approval for the use of equipment other than that which is shown or specified in the Contract Documents, the Contractor shall, at its own expense and using methods approved by the Engineer, make all changes to the Work, including structures, piping, and electrical equipment and controls that may be necessary to accommodate this equipment.

8. Shop Drawings shall be submitted well in advance of the need for the material or equipment for construction and with ample allowance for time required to make delivery of material or equipment after the Submittal covering such is approved. The Contractor shall assume the risk for all materials or equipment which are fabricated or delivered prior to the approval of Shop Drawings. No materials or equipment will be permitted to be incorporated into the Work nor will such be included in monthly payment estimates until approval thereof has been obtained in the specified manner.

9. The Engineer will review and process all Submittals promptly. A reasonable time should be allowed for the Engineer's review and processing of Submittals, the Contractor's revisions and resubmissions of Submittals, and the Engineer's review and returning the approved Submittals to the Contractor.

10. It is the Contractor’s responsibility to review and confirm compliance with the Contract Documents prior to submitting each Submittal. Any delays, due to the quality of Submittals requiring multiple cycles for review and approval, will be the responsibilities of the Contractor.

F. Approval of Submittals not a Waiver

1. The approval of a Submittal shall not constitute a waiver of any of the requirements of the Contract nor shall DEP be compelled to accept any Work unless it passes all the tests and requirements specified in the Contract Documents.

2. All deviations made during construction from final Shop Drawings previously annotated by the Engineer "Furnish as Submitted", shall be

corrected on the Shop Drawings, and resubmitted to the Engineer showing conditions as constructed.

3.03 FIELD TESTING / QUALITY CONTROL

A. Not Used

3.04 STARTUP / DEMONSTRATION

A. Not Used

3.05 ADJUSTING / PROTECTION / CLEANUP

A. Not Used

END OF SECTION

ATTACHMENT 01 33 00-1
SAMPLE SCHEDULE OF SUBMITTALS

Submittal Number:		Name:	Review Cycle:	Date Submitted:	Date Returned:	Disposition:

NO TEXT ON THIS PAGE

SECTION 01 35 27 – ENVIRONMENTAL, HEALTH AND SAFETY REQUIREMENTS

CONTRACT PS-318

PART 1 GENERAL

1.01 SUMMARY

A. Requirements for the Contractor to provide its employees and its Subcontractors a safe and healthful work environment and for performing all Work in compliance with all applicable environmental health and safety (EHS) laws, rules, and regulations.

1. The EHS performance of the Contractor and its Subcontractors is the responsibility of the Contractor. Since effective on-site management is essential for EHS performance, the Contractor shall evaluate the performance of its on-site EHS team on a continuous basis. Where deficiencies are found, the Contractor shall take appropriate action including removal of its personnel or its Subcontractors' personnel.

B. Attachments

1. Exhibit A – Standard Environmental, Health and Safety Requirements Specifications

2. Exhibit B – Bidder's EHS Safety Record and Program Review Questionnaire

C. The following index of this Section is presented for convenience:

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1.02 PAYMENT

A. No separate payment shall be made for performing any Work required under this Section. All costs for Work required by this Section shall be included in the applicable lump sum, unit price(s) or allowance(s) as set forth in Section 01 27 00 – Measurement and Payment

1.03 RELATED SECTIONS

A. Section 01 57 16 - Temporary Pest Control

B. Section 02 24 20 – Soil Sampling and Analysis

C. Section 31 23 16 - Excavation

1.04 REFERENCES

A. Definitions

1. "Competent Person" means one who is capable of identifying existing and predictable hazards in the surroundings or working conditions which are unsanitary, hazardous, or dangerous to employees or the environment, and who has authority to take prompt corrective measures to eliminate them. A Competent Person has stop work authority.

2. "EHS Resources" shall mean the Contractor's EHS Professional(s) and its EHS Site Representative (EHS Rep), as approved by the BEDC EHS unit. This definition shall also apply to the Subcontractors' EHS Resources, where required. This definition also includes any consultant or other EHS personnel associated with the Project. Such EHS personnel are subject to evaluation and approval by BEDC EHS as set forth in this Section.

3. "Environmental Health & Safety Plan (EHASP)" shall mean the plan developed in accordance with all applicable EHS rules and regulations and these Specifications to identify and set forth policies and procedures to control the health and safety concerns and environmental impacts known and unknown at the Site. This plan is not to be confused with the Health and Safety Plan that may be required under 29 CFR 1910.120 for Hazardous Waste Operations and Emergency Response (HAZWOPER).

4. "Job Hazard Analysis" (JHA) shall mean a tool used to document a process by which the steps required to accomplish a work activity are outlined, the actual or potential hazards for each step are identified, and measures for the elimination or control of those hazards are developed.

5. "Hazard Identification" shall mean an existing condition that has the potential to harm people, cause damage to property or the environment, or some combination of these.

6. "Incident" shall mean an undesired occurrence that resulted in injury, illness, environmental release, fire, explosion, motor vehicle event, property damage, equipment failure, non-compliance, and/or adverse impact to operations/work.

7. "Near Miss" shall mean an undesired event in which no property or environment was damaged and no personal injury (i.e., work related harm, damage or loss to a person, including first aid cases as well as recordable injuries) was sustained, but where, given a slight shift in time or position, damage or injury easily could have occurred.

8. "Observation" shall mean an opportunity to improve that does not entail an event included as a hazardous identification, near miss, or incident.

9. "Qualified Individual" shall mean one who, by possession of a recognized degree, certificate, or professional standing, or who by extensive knowledge, training, and experience, has successfully demonstrated his or her ability to solve or resolve problems relating to the subject matter, Work or Project.

B. Reference Standards

1. 29 CFR 1926 - Safety and Health Regulations for Construction (Subpart Z – Toxic and Hazardous Substances), Standard No. 1926.1153 - Respirable Crystalline Silica

1.05 DESCRIPTION

A. General

1. In performing the Work of this Contract, the Contractor shall at all times be in compliance with all federal, state, City and local environmental, health and safety laws, rules, regulations, DEP Policies and BEDC EHS Standards.

2. The Contractor shall ensure that its employees and those of its Subcontractors working on a DEP project site under the Contract are clearly identifiable as Project Contractor employees. This may include the use of labeled safety vests or hard hats or other acceptable means in addition to complying with the identification badge requirements of Article 37 of the Standard Construction Contract. All on-duty employees and those of its Subcontractor issued DEP identification badges must visibly wear the badge at the waistline or above. The Contractor must supply a safe means for wearing badges such as break away lanyards or where the badge may be a safety hazard during the scope of Work, an exemption to wearing the badge will be made as approved by the EHS Regional Manager (RM). Exemptions will be documented in the EHASP and JHA for the specified work activity.

3. The Contractor shall be responsible for the health and safety of its employees, Subcontractors, the public and all other persons at or around the Work Site. The Contractor shall be solely responsible for the adequacy of all construction methods, materials, equipment, and the safe and environmentally compliant prosecution of the Work. Where possible, the Contractor shall implement Best Management Practices to reduce injuries, accidents, and environmental impacts.

4. The overall site management for EHS is performed by the Engineer in coordination with the DEP Construction Manager. The Construction Manager's EHS staff/consultant and Contractor's EHS staff shall work closely with the Engineer's designated EHS staff (i.e., coordinate to perform joint EHS activities, including inspections, incident investigations, etc.). The Contractor shall coordinate with the Engineer's EHS designee with regard to any Site rules or Site-specific requirements such as working hours, delivery times, and operations coordination and sequencing.

5. The Contractor shall perform and document its due diligence in determining whether the Subcontractors it hires to perform Work under the Contract are capable of performing to the EHS standards set forth in this Section. At a minimum, the Contractor is required to perform an EHS evaluation of proposed Subcontractors prior to submitting them for DEP approval. The Contractor must have a Subcontractor EHS evaluation program that is at least as stringent as the DEP Contractor Selection and Management Policy available in the BEDC web-based PMIS. Poorly performing Subcontractors will affect the Contractor's performance evaluations and ability to obtain future contracts with DEP.

6. DEP requires a drug and alcohol free, healthful, safe, and secure work environment. Contractor employees will report to work in an appropriate mental and physical condition for work. DEP reserves the right to require any Contractor or Subcontractor employee to submit to drug testing when cause for reasonable suspicion of a violation of this policy exists. Drug testing may occur when: a) there is reasonable suspicion that an employee is under the influence of alcohol or illegal drugs, or b) an employee has been in involved in an Incident, or involved in an unsafe practice, or c) as required by BEDC EHS Standards. The Contractor must prohibit any employee from being under the influence of any illegal drug or alcohol while at work, on duty, or operating a vehicle or construction equipment.

7. The Contractor shall implement an EHS Management Program which includes qualified Safety Professionals (SPs) and Environmental Professionals (EPs), collectively referred to as EHS Professionals, along with Project management staff, with appropriate competencies to provide EHS direction, guidance, and oversight of all aspects of the performance of the Contract's detailed scope of Work.

8. The Contractor shall ensure that its EHS Resources have appropriate authority to execute their duties and responsibilities as set forth in this Section and under the Contractor's EHS Management Program.

9. The Contractor shall arrange for additional approved EHS Resources to be available during EHS staff absences. The Contractor must inform the Engineer, in writing, of anticipated absences.

10. Contractor EHS Resources:

    a. At a minimum, the Contractor shall provide the EHS Resources described below. The Contractor is required as part of its EHS Management Program to identify any EHS Resources necessary beyond the listed minimums.

    b. For all contracts that employ 100 or less employees on Site at any time, the Contractor shall have at least one full-time site EHS Rep. The Contractor may submit a request in writing to the Engineer to waive the requirement of a separate EHS Rep at each Site and permit other Contractor employees who are Qualified Individuals to monitor the EHS activities of the employees and to assume all of the responsibilities of the full-time Site EHS Rep, if it can show that one EHS Rep can effectively manage multiple sites. The EHS Rep(s) shall have no other duties except those related to EHS on the Contract, and shall not be the Project Manager, Engineer, superintendent, or have any other title or Project role other than EHS Rep.

    c. For all contracts that employ over 100 employees on site at any time, the Contractor shall have at least two full time EHS Reps. These EHS Reps shall have no other duties except those related to EHS on the Contract, and shall not be Project Managers, Engineers, superintendents, or have any other title or Project role other than EHS Rep.

    d. The Contractor may submit a request in writing to the Engineer to waive the requirements of this Section and permit other Contractor employees who are Qualified Individuals to monitor the EHS activities of the employees on site and to assume all of the responsibilities of the full-time EHS Rep.

    e. The Contractor shall ensure that Subcontractors who consistently employ over 100 employees for more than two weeks at a time under the Contract shall have one full-time site EHS Rep. This EHS Rep shall have no other duties except those related to EHS on the Contract and shall not be the Project Manager, Engineer, superintendent, or have any other title or Project role other than as the Subcontractor's EHS Rep.

    f. If the Contract has more than one location, each location shall be treated as a separate contract for purposes of determining the number(s)

of necessary EHS Reps in accordance with paragraphs b through d above.

g. The Contractor's EHS staff shall be provided an appropriate office on the Project Site to maintain and keep available EHS records, up-to-date copies of all pertinent EHS laws, rules, regulations and governing legislation, material safety data sheets, and the EHASP.

11. All Site workers have the right to refuse unsafe work which is reasonably believed to present imminent danger to their own safety or the safety of others, the public or the environment, or to City property, without adverse consequences.

12. The Contractor and its Subcontractors shall stop Work and initiate immediate corrective action whenever a Work procedure or a condition at the Work Site is deemed unsafe by the EHS staff, DEP, Competent Persons, or the Engineer. All Contractor and Subcontractor employees working on site shall report any unsafe or noncompliant work condition(s) immediately to the EHS staff, Competent Persons, or the Engineer. If a stop Work order is issued to the Contractor by the Engineer for unsatisfactory EHS performance, the Contractor shall not make any claim against the City for any losses associated with the stop work order.

13. The Contractor and all Subcontractors are responsible for daily cleanup of their immediate Work areas in accordance with BEDC's Housekeeping Standard. Construction scrap and debris shall be removed daily during the course of construction, alterations, and repairs. Contractor refuse shall not be allowed to accumulate so as to create trip hazards or block access routes and pathways. The Contractor shall implement procedures to ensure a high standard of housekeeping. All waste shall be disposed of in accordance with the appropriate regulations and applicable Specifications.

14. The Contractor shall ensure that any sand, soil, plaster, cement, mortar, or the like is not deposited or washed into any drain or sewer unless specifically authorized under required permits.

15. When working with (i.e. the cutting, grinding, drilling, chipping, demolition/removal) masonry materials containing respirable crystalline silica (i.e. brick and concrete), the Contractor shall perform Work utilizing specified engineering and work practice control methods in accordance with 29 CFR 1926.1153.

B. Environmental Health and Safety Plan (EHASP)

1. The Contractor shall have a written EHASP prepared and signed by both the SP and the EP in accordance with the BEDC EHASP Standard. The EHASP must be signed by a principal or senior manager of the company and Project management staff. The EHASP shall be submitted to BEDC for review and approval prior to the start of any work. JHAs will be developed as the Work

progresses, in accordance with the BEDC JHA Standard, and will supplement the Contractor's EHASP.

C. Emergency Action Plan

1. The Contractor shall work with the Construction Manager and Other Contractors to develop a single cohesive construction EAP in accordance with BEDC's EAP Standard.

   a. The Contractor is responsible for providing or supplementing the facility's existing, emergency alarm/siren/annunciation system to ensure that all Contractor personnel will be adequately notified of an alarm condition or required/test evacuation.

   b. The Contractor is responsible for evaluating and ensuring that all identified emergency resources are adequate and appropriate for the potential rescues/emergencies needed.

D. Spill Prevention Program (SPP)

1. The Contractor shall establish a Spill Prevention Program (SPP) for the prevention of releases of petroleum, hazardous substances, or other pollutants. The SPP shall include awareness training for all personnel on measures designed to reduce, minimize, and eliminate the potential for releases.

2. The Contractor shall establish sound work practices and implement appropriate measures to achieve release prevention and control of releases when they do occur.

3. Section 1.07 Submittals lists the requirements of the SPP.

4. Facilities or construction sites with chemical bulk storage (CBS) tanks or containers registered with the New York State Department of Environmental Conservation (DEC) are required to have a Spill Prevention Report (SPR) as per 6 NYCRR 598(1.9).

5. The Contractor shall bear sole responsibility for all costs and delays resulting from any releases on the Project which occur as a result of the Work activities.

E. Spill Prevention, Control, and Countermeasure (SPCC) Plan

1. Facilities or construction sites that will store, handle, or manage a combined aboveground storage capacity of 1,320 gallons of oil, or a completely buried oil storage capacity of over 42,000 gallons, are required to have an SPCC Plan. Contractors shall follow 40 CFR part 112 Oil Pollution Prevention Regulation to determine if their project site qualifies for an SPCC Plan. All SPPC Plans require the certification of a Professional Engineer (P.E.). Section 1.07 Submittals lists the requirements for SPCC Plans.

1.06 QUALITY ASSURANCE

A. Qualifications

1. The Contractor shall ensure that, at all times, its employees and those of its Subcontractors have received OSHA 10-Hour Construction training or OSHA 30-Hour training within the last five (5) years.

2. The EHS Professional(s) shall possess a combination of safety and environmental skills as needed to manage the EHS hazards and issues presented by this Project. The EHS Professional may be one or more persons meeting the individual qualifications for Safety and Environmental Professionals as detailed below.

3. Safety Professional (SP): Persons recognized as an SP shall, at a minimum, possess the following education and experience:

   a. Certification as a Certified Safety Professional granted by the Board of Certified Safety Professionals and five (5) years of documented professional construction EHS management experience; or

   b. Certification as a Certified Industrial Hygienist granted by the American Board of Industrial Hygiene and five (5) years of documented professional construction EHS management experience; or

   c. A Bachelor of Science degree in safety, industrial hygiene, occupational safety and health, environmental health and science, or related field and ten (10) years of documented professional construction EHS management experience.

   d. All documented professional EHS management experience must be in the types of construction and conditions expected to be encountered on the site.

   e. For projects that require hazardous waste remediation or response, the SP is also required to have successfully completed a forty-hour Hazardous Waste Operations and Emergency Response (HAZWOPER) training course.

4. Environmental Professional (EP): Persons recognized as an EP shall, at a minimum, possess the following education and experience:

   a. A Bachelor's degree in environmental science, environmental engineering, or other related engineering or science field and ten (10) years of documented professional environmental field, management and/or engineering experience. All documented professional environmental experience must be in the types of construction and conditions expected to be encountered under this Contract.

   b. The EP's knowledge and experience should include, but not be limited to, management and disposal of solid and hazardous waste, universal waste, hazardous materials management, chemical and petroleum bulk

storage, used oil, chemical and petroleum spill control plans, lead/mercury/PCB and asbestos remediation and management, storm water and soil management, and environmental permit management.

c. Where required for soil sampling plans and determining soil classifications, the EP shall meet the NYSDEC definition for a Qualified Environmental Professional (QEP). In addition, when soils are excavated for onsite or offsite reuse in NYS, the QEP shall be present onsite to monitor contractor compliance with soil management plans, such as the Field Sampling Plan and Soil Excavation, Reuse, Transport and Disposal Plan (SERTD Plan) specified in Section 02 24 20 – Soil Sampling and Analysis and Section 31 23 16 – Excavation, respectively.

5. Electrical Safety Professional (ESP): Persons recognized as an ESP shall, at a minimum, possess one of the following qualifications:

a. Certification as a National Fire Protection Association (NFPA) Certified Electrical Safety Compliance Professional (CESCP)

b. Licensed electrician with 8,000 hours (4 years) of verifiable work experience with electrical power systems (field work) or in lieu of licensure, must show proof of electrician job role and 8,000 hours (4 years) of verifiable work experience with electrical power systems (field work), and completed a minimum of 40 hours of electrical safety training from one or more of the following sources within the last 3 years:

1) NFPA 70E Electrical Safety in the Workplace training seminars

2) International Brotherhood of Electrical Workers (IBEW) electrical safety training

3) Independent Electrical Contractors (IEC) electrical safety training

4) Other approved electrical safety training

c. Licensed Registered Professional Electrical Engineer, or an Electrical Engineer with a Bachelor's degree (or higher) in electrical engineering from an accredited college or university with 4,000 hours (2 years) of verifiable work experience with electrical power systems (field work), or an Associate degree in electrical engineering from an accredited college or university with 8,000 hours (4 years) of verifiable work experience with electrical power systems (field work), and completed a minimum of 40 hours of electrical safety training from one or more of the following sources within the last 3 years:

1) NFPA 70E Electrical Safety in the Workplace training seminars

2) International Brotherhood of Electrical Workers (IBEW) electrical safety training

3) Independent Electrical Contractors (IEC) electrical safety training

4) Other approved electrical safety training

d. Certified Safety Professional (CSP) with 6,000 hours (3 years) of verifiable work experience with electrical power systems and completed a minimum of 40 hours of electrical safety training from one or more of the following sources within the last 3 years:

1) NFPA 70E Electrical Safety in the Workplace training seminars

2) International Brotherhood of Electrical Workers (IBEW) electrical safety training

3) Independent Electrical Contractors (IEC) electrical safety training

4) Other approved electrical safety training

e. Licensed Electrician certified as an InterNational Electrical Testing Association (NETA) Level 3 - Certified Technician with 8,000 hours (4 years) of verifiable work experience with electrical power systems (field work), or Level 4 - Certified Senior Technician with 4,000 hours (2 years) of verifiable work experience with electrical power systems (field work)

6. EHS Rep: Qualifications of the EHS Rep(s) shall include a minimum of: ten years of relevant construction experience, five years of which were exclusively in construction EHS management and successful completion of the following training courses:

a. BEDC EHS Standards;

b. Thirty-hour OSHA construction safety and health training;

c. For projects that require hazardous waste remediation or response, forty-hour HAZWOPER training;

d. Resource Conservation Recovery Act/DOT hazardous waste/manifesting training;

e. Permit- required confined space;

f. BEDC spill prevention and control; and

g. Control of hazardous energy sources (lockout/tagout).

7. Electrical Safety Worker (ESW): Persons recognized as an Electrical Safety Worker shall, at a minimum, possess one of the following qualifications:

a. Certification as a National Fire Protection Association (NFPA) Certified Electrical Safety Worker (CESW);

b. Licensed Electrician with a minimum of 40 hours of verifiable electrical safety training within the last 36 months (3 years), and completed an apprenticeship program that provides both a minimum of 576 hours of verifiable related instruction and 8,000 hours (4 years) of verifiable work experience with electrical power systems, or a minimum of 250 hours of verifiable related instruction and a minimum of 12,000 hours (6 years) of verifiable work experience with electrical power systems; or

c. Licensed Electrician certified as an InterNational Electrical Testing Association (NETA) Level 3 - Certified Technician with 8,000 hours (4 years) of verifiable work experience with electrical power systems (field work), or Level 4 - Certified Senior Technician with 4,000 hours (2 years) of verifiable work experience with electrical power systems (field work).

8. The EHS Professionals (SP, EP, or both)and EHS Rep shall have extensive experience with hazard identification, evaluation and controls, and be knowledgeable of all applicable EHS requirements set forth by governing laws, rules, and regulations as well as Best Management Practices. Where gaps in the training or experience are identified, DEP may require additional experience or training for approval.

B. Performance Evaluations

1. The Contractor, in conjunction with its Subcontractors, shall be evaluated semi-annually on their performance in implementing the Work of this Contract in accordance with this Section and all related EHS specifications, rules, regulations, laws, policies, and procedures. The evaluations are based on the criteria established in DEP's Contractor Selection and Management Policy.

2. In conjunction with the Contractor evaluation form, the EHS Professional(s) and EHS Rep will be evaluated by BEDC EHS and these shall be included in the evaluations.

3. Any EHS Professional or EHS Rep who knowingly falsifies any data, result, audit, document, etc. will be removed from the Project and precluded from further DEP Work.

1.07 SUBMITTALS

A. Environmental Health and Safety Plan (EHASP)

1. The Contractor shall submit the draft EHASP to the Engineer for review and approval within thirty business days from issuance of the Notice to Proceed. In no case shall Work be allowed to commence without an approved EHASP.

2. Initial submission of the EHASP shall be provided as an electronic copy (either Word or Acrobat format) to the Engineer.

3. The EHASP submittal shall be reviewed, and comments shall be provided to the Contractor upon completion of the review.

   a. The Contractor shall work with the Engineer to address all comments in order to obtain EHASP approval.

4. Upon receipt of final approval, the Contractor shall provide one electronic copy (either Word or Acrobat format) of the EHASP to the Engineer.

5. The EHASP shall be available to all of the Contractor's employees working on the Contract.

6. Review, acceptance, and/or approval of the EHASP will not impose responsibility for the EHASP on any other party, nor will it relieve the Contractor from any of its EHS responsibilities.

7. The Contractor shall adhere to the requirements of BEDC Incident and Near Miss Reporting and Investigation Standard and shall immediately notify the Engineer of all Incidents involving employee injury and illness, and any other work-related Incidents or Near Misses, damage to equipment and structures, releases or adverse impacts to the environment, or other conditions as defined in the Standard.

8. The Contractor must notify the Engineer and BEDC EHS immediately of any regulatory inspections, notices of citations and penalties, Notices of Violation (NOVs), or any other outside agency violations. In addition, the Contractor shall furnish to the Engineer a copy of all correspondence from OSHA, NYSDEC, the Department of Buildings (DOB) or any other government regulatory agency, within one day of receipt, which may include, but are not limited to, employee complaints, notices of citations and penalties, environmental and NOVs. The Contractor must close out all NOVs and provide documentation to the Engineer that the NOV is closed/corrected as a condition precedent to obtaining final payment.

B. Emergency Action Plan (EAP)

1. Each BEDC project shall have a Site-specific EAP in accordance with the BEDC Standard on Emergency Action Plan (EAP) Standard.

C. Contractor EHS Employees

1. The Contractor shall submit to BEDC EHS for approval, the names of the EHS Professional(s) and EHS Rep(s) to be employed. These include the SP, EP, ESP, EHS Rep, and ESW as described in section 1.06.

   a. BEDC EHS may request and conduct an interview of the candidates prior to approval.

b. The Contractor shall submit the resumes, copies of certifications, a signed certification of employee training, along with other qualifications of the EHS Professionals and EHS Rep. The resumes shall include items such as: experience, education, EHS courses completed, safety and environmental conferences attended, and certifications achieved. Documentation and/or personal references confirming the qualifications may also be required.

c. The DEP may reject persons proposed as EHS Professionals or EHS Reps for failure to have adequate qualifications or for other cause at any point prior to and during the Contract period, as determined by the Engineer.

D. Risk Control Reports

1. The Contractor will forward to the Engineer any risk control reports generated by its insurance carrier or broker within one day of receipt.

E. Monthly Contractor EHS Report

1. The Contractor shall submit, on or before the 7th day of each month, a summary report of EHS activity for the prior month, including, but not limited to:

a. EHS metrics reported on the metrics reporting form provided as part of the pre-construction package and as may be updated throughout the life of the Project.

b. Chemical Inventory with HTSL (Hazardous and Toxic Substance List) and Subpart Z List.

c. Petroleum bulk storage (PBS) inventory and registration certificates (if applicable).

d. Local Law 77 and DEP Bureau of Environmental Compliance air permits.

e. Summary of audit data including trending and analysis along with root cause and corrective actions/training identified.

f. Summary of the regulatory inspections, notices of citations and penalties, NOVs, or any other outside agency violations (which occurred and were provided to BEDC in accordance with this Section).

g. Statements by the SP and EP discussing their review of the monthly report(s) and recommendations for improvement, as necessary.

h. SP/EP Monthly Report shall include the following:

1. Date of the monthly walkthrough inspection;
2. Observations including photographs of any deficiencies identified;

3. Proposed methods of correction for deficiencies; and
4. List of corrective actions implemented from the deficiencies noted in the previous month's report.
5. Attach monthly PBS inspection (EP), if applicable.

i. Report shall be signed by the Contractor's SP/EP.

j. Detailed information regarding each pesticide application during the prior month, as specified in Section 01 57 16 - Temporary Pest Control.

2. The Engineer shall review the Report to verify that the Contractor is effectively managing the EHS requirements under the Contract. If the Contractor has no, or limited, Work in a given month, it shall inform the Engineer that no Work was performed or submit the required documentation for those days that Work was performed.

F. Spill Prevention Program (SPP)

1. At a minimum, the Contractor shall include within the SPP the following:

a. Proper materials handling, labeling, and container storage inspection practices for all products including hazardous and universal waste.

b. All petroleum products, hazardous substances, or chemicals must be stored in designated areas and include secondary containment (with capacity to contain 110% of largest container) for all closed containers with a capacity greater than 5 gallons. Open containers of petroleum products, hazardous substances, or chemicals must be stored on secondary containment at all times.

c. Follow manufacturer-recommended preventive Maintenance Procedures (MPs) and where none exist, develop in-house equipment-specific MPs.

d. Inspection for and purging of residual materials in piping, tanks, and other equipment prior to disassembly, demolition, and disposal.

e. Supervision of fuel and chemical deliveries. These deliveries shall only be permitted during normal Project Work hours or as otherwise approved by the Engineer.

f. The SPP shall include a detailed summary of anticipated petroleum and chemical storage. The information shall include capacity, contents, description, and secondary containment provided.

g. If the spill is large and cannot be cleaned up by onsite personnel, provide the name and contact details for the spill cleanup contractor.

h. Include an emergency contact list and hierarchy of contacts in the SPP for spills and incident notification.

i. Provide means and methods for cleaning up anticipated spills.

j. Facilities or construction sites with chemical bulk storage (CBS) tanks or containers registered with the New York State Department of Environmental Conservation (DEC) are required to have a Spill Prevention Report (SPR) as per 6 NYCRR 598(1.9). The SPR must be an attachment of the SPP.

G. Spill Pollution Prevention and Countermeasures (SPCC) Plan

1. If required by EPA 40 CFR 112.1, the Contractor shall prepare a SPCC Plan that details the equipment, workforce, procedures, and steps to prevent, control, and provide adequate countermeasures to a discharge. The Plan must include:

a. A SPCC Cross-Reference table that includes Provisions, Plan Section, and Page/Appendices

b. A description of the physical layout and a facility diagram showing the location and contents of each fixed oil storage container and mobile or portable container storage area, transfer stations, and connecting piping;

c. The type of oil in each fixed container and its storage capacity. For mobile or portable containers, either provide the type of oil and storage capacity for each container or provide an estimate of the potential number of mobile or portable containers, the types of oil, and anticipated storage capacities;

d. Discharge prevention measures including procedures for routine handling of products (loading, unloading, and facility transfers, etc.);

e. Discharge or drainage controls such as secondary containment around containers and other structures, equipment, and procedures for the control of a discharge;

f. Contact list and phone numbers for the facility response coordinator, National Response Center, cleanup contractors with whom you have an agreement for response, and all appropriate Federal, State, and local agencies who must be contacted in case of a discharge.

g. Description of spills, corrective actions taken and plans to prevent reoccurrence.

h. A prediction of the direction, rate of flow, and total quantity of oil that could be discharged where experience indicates a potential for equipment failure;

i. A description of containment and/or diversionary structures (e.g. berms) or equipment to prevent discharged oil from reaching “navigable waters.”

j. Where appropriate, a demonstration that containment and/or diversionary structures or equipment are not practical;

k. A complete discussion of the spill prevention and control measures applicable to the facility and/or its operation including procedures for routine handling of the products (loading, unloading, and facility transfers);

l. Inspection procedures and records of inspections

m. Security features including fences, locked/guarded gates, locked master flow/drain valves, locked non-operating pumps, capped loading connections, and lighting;

n. Countermeasures for discharge discovery, response and cleanup (both the facility's and those that would be required of a contractor);

o. Methods of disposal of recovered materials in accordance with legal requirements;

p. An emergency contact list, including spill response contractors and all appropriate Federal, State, and local agencies who must be contacted in case of a discharge; and

q. A demonstration of the Responsible Individual's approval (signature) and certification by a licensed professional Engineer.

r. If the SPCC Plan calls for additional facilities, procedures, methods, or equipment not yet fully operational, the preparer must discuss these items in separate paragraphs and must explain separately the details of installation and operational start-up.

2. The Operating Bureau/Responsible Individual is responsible for review of the facility's SPCC Plan at least once every five years. Any amendments to the SPCC Plan must be implemented as soon as possible, but not later than six months following preparation of any amendment. The Contractor is responsible for informing the CM/BEDC of oil quantity changes and updating the SPCC Plan, as necessary.

3. Training requirements. Annual SPCC Training certificates shall be submitted to the Engineer.

1.08 DELIVERY, STORAGE, AND HANDLING

A. Not Used

1.09 SPARE PARTS, SPECIAL TOOLS, AND SUPPLIES

A. Not Used

1.10 WARRANTY

A. Not Used

PART 2 PRODUCTS

2.01 MANUFACTURERS

A. Not Used

2.02 MATERIALS / EQUIPMENT

A. EHS Equipment

1. The Contractor shall provide the proper EHS and rescue equipment for all employees, adequately maintained and readily available, for any foreseeable contingency or situation under the Contract during the performance of the Work.

2. All equipment shall be stored in protected areas and maintained and calibrated in accordance with the manufacturer's recommendations and as specified in the EHASP. Where equipment is required to be inspected and or calibrated, documentation shall be maintained and available for review.

B. Personal Protective Equipment

1. All personnel employed by the Contractor and any visitors entering the job Site shall be required to wear appropriate personal protective equipment (PPE) required as specified in the EHASP and the BEDC EHS PPE Standard. The Contractor shall continuously provide and maintain adequate PPE.

2.03 FABRICATION / ASSEMBLING / FINISHES

A. Not Used

2.04 SOURCE QUALITY CONTROL / SHOP TESTS

A. Not Used

PART 3 EXECUTION

3.01 EXAMINATION / PREPARATION

A. EHS Staff Duties

1. The Contractor's EHS staff (SP, EP and EHSR) are responsible for overseeing and managing the Contractor's safe and environmentally compliant performance of all Work.

2. EHS Professional(s)shall be required to initiate, review, and implement measures to ensure the health and safety of all Contractor employees, and to protect property and the environment. Each EHS Professional is required to visit the Site and audit the Site conditions, at a minimum monthly, in accordance with the Contractor's EHS Plan Management Program or as directed by the Engineer.

3. The EHS Professional will be held accountable to adjust his/her workload to enable proper performance of all of their EHS responsibilities in accordance

with all requirements of this Section and all applicable regulations. DEP may request that the Contractor remove the EHS Professional for not meeting the Contract requirements.

4. The SP shall visit the Site prior to developing the Contractor's EHASP. The SP will arrange a visit with the Engineer and perform an inspection of the Site to understand the full scope of Work to be performed under the Contract. Contract Documents relevant to writing the EHASP can be reviewed and obtained at this time. Facility/Site-specific information must be provided, reviewed, and documented in accordance with the BEDC EHS Site Orientation Standard.

5. The EHS Professionals shall visit all Work areas as frequently as necessary, but no less frequently than monthly, to verify that EHS compliance is being achieved. The EHS Professionals shall review hazards, JHAs, and the foremen's and superintendent's preparation and communication of JHAs to workers. The EHS Professionals shall also review the Project team's compliance with, and adherence to, EHS requirements, as well as their proactive approach and planning for EHS.

6. The EHS Professionals shall be available for consultation whenever necessary. Prior to and after each visit, the EHS Professional shall sign the visitors' log maintained at the Engineer's office.

7. The EHS Professionals are expected to perform their inspections in concert with the EHS Rep, during which time the EHS Professional will not only inspect the Site, but shall also mentor and direct the EHS Rep. During the inspection, the EHS Professional will evaluate the Contractor and each Subcontractor working under the Contract and clearly identify findings and who they are assigned to, using the SP/EP checklist provided in the EHASP. Any findings that cannot be resolved immediately will be assigned to the EHS Rep for follow-up. The EHS Professionals are expected to communicate with the EHS Rep to ensure all identified findings are closed out. The EHS Professionals' inspection shall include programmatic issues such as adhering to the Contractor's EHS program, including, but not limited to, preparing and communicating JHAs and proactively minimizing EHS risks.

8. The EHS Rep will coordinate with the EHS Professionals when questions arise requiring the EHS Professional's expertise. After each visit, the EHS Professional shall prepare a report, including photographs (where necessary), acceptable to the Engineer and BEDC EHS, detailing the findings. The report shall include those hazards and violations discovered during the Site visit and when and how they were or will be closed out. Any EHS items not covered or documented by the inspection checklist will be noted in the comments section of the checklist. The report shall be submitted to the Engineer within one business day of the Site visit.

9. The ESP shall be at the Site full-time during all shifts whenever electrical work is in progress. The ESP is responsible for electrical safety planning and enforcing Contractor compliance with electrical safe work practices.

10. The EHS Rep shall be at the job Site full-time whenever Work is in progress during all shifts.

11. The SP's and EHSR's responsibilities are as follows:

    a. The SP is responsible for directing the Contractor's EHS program, ensuring implementation by the Contractor and all Subcontractors, and for directing and monitoring all activities of the EHS Rep. If the EHS Rep is not enforcing the EHASP, JHAs, or other elements of the EHS program, the SP shall either recommend retraining or removal of the EHS Rep from the Project by submitting a letter to the Engineer and the Contractor.

    b. The EHS Rep must review JHAs to verify that the Work activity's EHS issues and hazards are accurately identified, addressed, and communicated. JHAs shall be regularly communicated to affected employees and must be made available in the areas where the affected employees are working. The EHS Professionals are responsible for reviewing JHAs at least monthly to verify that they adequately reflect the recognized hazards and controls of the tasks being performed. JHAs shall be provided to the Engineer or BEDC EHS when requested.

    c. Both the SP and EHSR shall schedule and conduct EHS meetings and training programs as required. A specific schedule of these meetings and an outline of topics to be covered shall be provided with the EHASP. The Engineer shall be advised in advance of the time and place of such meetings, and DEP personnel shall be invited to attend the meetings.

    d. All Contractor employees shall be instructed by the SP and the EHS Rep on the recognition of hazards, safe Work practices and environmental precautions, the contents of the EHASP, and the use of environmental, personal protective, and emergency equipment. Such training shall be documented, recorded, and provided as part of the EHS monthly report(s). EHSRs and EHS Professionals will attend regularly scheduled meetings held by the Engineer and BEDC EHS including, but not limited to, the EHS Pre-Construction Meeting.

    e. Determine that operators of specific equipment are qualified by training, certification, and/or experience before they are allowed to operate such equipment. Ensure documentation of licenses, certifications, and training by the appropriate agencies (for example OSHA, NYC DOB, NYC Fire Department, etc.) are on Site and current, prior to start of Work.

f. Verify implementation of the BEDC Emergency Action Plan (EAP) Standard.

g. Develop an effective Site communication plan that includes signage and verbal and written communication of EHS issues and notices.

h. Post all appropriate notices regarding EHS regulations at Site location(s) which afford maximum exposure to all personnel at the job Site.

i. Post appropriate instructions and warning signs regarding all hazardous areas or conditions which cannot be eliminated. Identification of these areas shall be based on experience, Site surveillance, and severity of hazard. Such signs shall not be used in place of appropriate workplace controls.

j. The EHS Rep shall conduct EHS inspections a minimum of twice per shift to ensure that all machines, tools, and equipment are in safe operating condition, and that all Work areas are free of safety and environmental hazards. The EHS Rep shall take necessary and immediate corrective actions, where feasible, to eliminate all unsafe acts and/or conditions, and submit to the Engineer each day a copy of the findings on the inspection check list report forms established in the EHASP. Detailed checklists shall be tailored to the EHS hazards and conditions on the Site and shall include a comments section to include findings not specifically listed on the checklist.

k. Whenever DEP and its agents perform both announced and unannounced inspections of the Contractor's EHS performance, a member of the Contractor's on-site EHS team shall be available during the inspections. The SP will coordinate inspections with the Engineer and DEP inspectors upon request. The Contractor shall take immediate corrective action, where feasible, to eliminate hazards identified by the Engineer, DEP inspectors, or any other entity. The Contractor, if requested, shall develop and implement a plan detailing corrective actions necessary to mitigate the presence of noncompliant conditions and actions following Incidents, citations, NOVs, or identification of patterns of noncompliant conditions and acts.

l. Notify the Engineer and BEDC EHS immediately of all inspections by regulatory agencies and submit to the Engineer and BEDC EHS copies of all EHS reports, citations, and NOVs from regulatory agencies and insurance companies within one workday of receipt.

m. Implement an effective fire protection and prevention program at the Site throughout all phases of the construction Work in accordance with BEDC's Fire Prevention Standard. The Contractor will ensure the availability of fire protection and suppression equipment adequate to control the degree of fire hazard encountered during construction.

n. Provide and document appropriate Site-specific orientation to Contractor employees, visitors, and Subcontractors communicating recognized hazards present at and surrounding the Site(s) and facility in accordance with BEDC's Site Orientation Standard and DEP's Contractor Selection and Management Policy.

o. Perform all tasks and responsibilities as identified in the EHASP.

3.02 APPLICATION

A. Not Used

3.03 FIELD TESTING / QUALITY CONTROL

A. EPCRA and Related Hazardous Material Regulations

1. The Contractor shall maintain a monthly inventory of hazardous substances or extremely hazardous substances used or stored on Site in accordance with the BEDC-provided chemical inventory form. Documentation shall be maintained on Site and available for review.

2. The Contractor shall prepare and provide to the Engineer a Right to Know (RTK)/Emergency Planning and Community Right to Know Act (EPCRA) Annual Chemical Inventory Form for all hazardous and extremely hazardous substances that the Contractor used or stored during the previous calendar year. This shall be provided by January 15th of each year.

3. In addition to any requirements of the New York City Standard Construction Contract, in order to obtain Final Acceptance, the Contractor must satisfy all EPCRA reporting requirements for the final year of the Contract.

B. Temporary Protective Grounding Equipment

1. Temporary Protective Grounding Equipment (TPGE) shall be used at locations required by 29 CFR 1910.269. TPGE may be used at other locations, when specified in the EHASP.

2. TPGE shall not be used as a substitute for following lockout procedures.

C. Hot Work

1. The performance of Hot Work is prohibited unless performed under the issuance of a Hot Work permit from the Permit Authorizing Individual (PAI). The PAI shall be provided by the DEP.

a. Where DEP and the Engineer are not routinely present, the Contractor may be allowed to obtain PAI certification for Contract employees.

2. The Contractor shall provide the Engineer with a JHA at least 48 hours prior to the performance of Hot Work. The JHA shall identify the following:

a. The locations where the Work is to be performed;

b. Equipment to be used;

c. Gases or vapors, within or adjacent to the location, that have the potential to create a combustible atmosphere;

d. Controls required to mitigate or prevent the accumulation of gases or vapors in quantities that have the potential to create a combustible atmosphere; and

e. Controls or methods to promptly discontinue the use of and de-energize equipment when a combustible atmosphere is detected.

3. For Hot Work in hazardous (classified) locations, refer to the requirements of Section 01 35 44 – Working in Hazardous (Classified) Locations.

D. Electrical Equipment Lockout

1. Contractor is required to lock out all electrical equipment utilizing lockable disconnecting means that provide mechanical isolation followed by verification of no voltage, as according to OHSA 1910/1926 and NFPA 70E; equipment tag out is not sufficient. If a lockable disconnecting means is not available at the identified equipment due to equipment design or operational condition, the Lockout process will continue elevating to the next level of the system, electrical or otherwise, until a lockable disconnecting means is available providing mechanical isolation. Complex electrical systems and network power distribution systems require lockable disconnecting means at all isolation points from the main power source through the downstream equipment loads (e.g. systems with A and B bus sources or other multiple power sources). The lock out requirement will be performed to the greatest extent possible in consideration of plant operational impacts. When the plant operational impacts are too significant to environmental compliance, an alternative method may be utilized, known as an Energized Electrical Work Permit (EEWP). An EEWP is a document, defined by NFPA 70E, that clearly describes the following: the circuit, equipment, and location of the job/task at hand; the work that is to be done; justification of why the circuit or equipment cannot be de-energized or the work deferred until the next scheduled outage; performed by an Electrical Safety Worker (ESW); signatory authorization by the Plant Chief or Facility Manager.

3.04 STARTUP / DEMONSTRATION

A. Visitors

1. Allowing visitors and members of the public to tour an active construction site is discouraged due to the potential exposure to hazardous conditions and materials associated with construction Work. However, where necessary, approved and authorized visitors of the Contractor, Subcontractors, or any other authorized agency, department, or other entity associated with the Contractor shall sign in at both the DEP/Contractor Security Booth and the Visitors' Log maintained at the Contractor's Site office. Visitors are required to receive Site orientation training, comply with all provisions of the EHASP, wear proper and appropriate PPE and be escorted at all times. All efforts

should be made not to schedule site tours/visits at the time of the scheduled evacuation drills. Visitors must not be exposed to construction hazards without prior training with respect to those construction hazards.

3.05 ADJUSTING / PROTECTION / CLEANUP

A. Not Used

END OF SECTION

Exhibit A

Standard Environmental, Health and Safety Specifications
Rev 4, 6/23/2022

STANDARD ENVIRONMENTAL, HEALTH AND SAFETY SPECIFICATIONS

1. Scope

The goal of the New York City Department of Environmental Protection (DEP) is to run the safest operations and capital program in the country with the best environmental compliance record of any large water and wastewater utility. To achieve that goal, DEP strives to hire safe and environmentally compliant contractors and to systematically manage, monitor and evaluate contractors that are working on DEP projects and at DEP locations.

As such, DEP has developed procedures to ensure that contractors' environmental, health and safety (EHS) records and programs are evaluated when DEP is selecting a contractor or approving a subcontractor. These procedures require that all contractors are properly prepared and trained to safely complete the work and to adhere to all EHS laws, rules, and applicable standards as contractually required. DEP work sites are subject to requirements regarding qualification, supervision, and activities of contractors.

These contract requirements (Specifications) set forth the EHS eligibility standards for contract award as well as the applicable EHS training requirements and requirements specific to working on a DEP project. The Contractor must comply with applicable federal, state, and local codes and standards, including environmental and occupational safety and health requirements, as well as any additional special requirements invoked by other sections of the Contract.

Unless otherwise specified, these Specifications do not apply to:

- Contractors providing services with little likelihood of affecting DEP employee safety, DEP property, the public, and the environment, such as consulting services, light janitorial work, laundry, delivery (e.g., food and drink, furniture, filing cabinets), other supply services and shipping, or other products/services as determined by the contracting Bureau.
- Entities funded by DEP which do not directly provide labor or services to DEP, but which utilize funds to independently contract with others to provide services. Examples include other governmental agencies, grant recipients, and non-profit groups. Bureaus may require such entities to comply with the requirements of this policy by specifically adding these criteria into an agreement or contract;
- Other products or services, as determined by the contracting Bureau that do not have the potential to impact safety, public health or the environment.

2. Pre-Award

2.1 Contractor Safety Record Submittals

Within 5 business days of DEP request, the apparent low bidder shall provide the information specified below. Failure to provide the required information may result in a rejection of the bid.

2.1.1 NY Intrastate Experience Modification Rating (EMR) for past 3 years.

Bidder shall provide its NY Intrastate EMR for the past 3 years on its insurance broker's letterhead. EMR information provided by the New York State Insurance Rating Board is also acceptable. If the bidder does not have a NY Intrastate EMR, its out-of-state EMRs shall be submitted. DEP may also request a company's Workers Compensation Loss Runs to verify EMR.

Bidders that do not have an EMR shall provide, for the past 3 years, their: (a) Workers Compensation Loss Runs (this information shall be provided by their insurance broker); (b) OSHA Total Recordable Cases (TRC); and (c) Days Away, Restricted, or Transferred (DART) rates.

Note: if the bidder is not required to maintain such information, it shall provide an explanation for the exemption.

Bidders are expected to have an EMR of 1.0 or below. If a bidder's EMR is greater than 1.0 in any single year within the 3-year period, the bidder shall submit the following:

- An explanation and supporting documentation explaining why the EMR is greater than 1.0 and detailed steps that have been taken to improve the bidder's EHS performance.
- Five years of Workers Compensation Loss Runs (this information shall be provided by the insurance broker) and documentation of payroll during that same period.
- For each indicated loss, the bidder shall provide a summary of the loss facts and investigation, including a summary of corrective actions undertaken and modifications or development of EHS programs.
- If the bidder has been notified by the New York Compensation Insurance Rating Board (NYCIRB) within the past 3 years that they must participate in the Industrial Code Rule 59, Workplace Safety and Loss Prevention, program then the bidder shall provide a copy of their Consultation Report from a Certified Consultant, documentation of the implementation of the Report identified

corrective action(s) and recommendation(s), and a copy of the carrier required re-inspection. If the bidder elected to instead receive a worker's compensation premium surcharge, they shall so indicate.

2.1.2 Last 3 years of OSHA 300 Forms (Logs of Work-Related Injuries and Illnesses) and/or 300A redacted summary worksheets (as available, to verify accuracy of information provided).

Note: if the bidder is not required to maintain such information, it shall provide an explanation for the exemption.

If a bidder's EMR is greater than 1.0, the bidder shall submit their OSHA 300A redacted forms for the entire period covered by the work loss runs indicated in Section 2.1.1 above.

2.1.3 List of all federal, state and local regulatory agency (e.g., OSHA, NYSDEC, USEPA, USDOT, DEP, FDNY and NYCDOB, etc.) notices of violation, notices of deficiencies, and fines issued/received in the past 3 years; the letter listing these (or stating that no notices of violation, notices of deficiencies, and no fines have been issued/received in the past 3 years) shall be on company letterhead and certified as complete and accurate by the sworn, notarized statement of a principal or officer of the bidder.

2.1.4 List of reportable releases of chemical or petroleum products associated with the bidder's operations during, at a minimum, the last 3 years; the letter listing these (or stating that no reportable releases associated with the bidder's operations have occurred during the past 3 years) shall be on company letterhead and certified as complete and accurate by the sworn, notarized statement of a principal or officer of the bidder.

2.1.5 A written description of the bidder's EHS programs (and associated training), including any EHS programs and procedures employees will be required to follow while providing labor or services for DEP. Upon request by DEP, the bidder shall also provide a protocol for the EHS evaluation of any subcontractors that could be proposed by it for DEP approval.

2.1.6 A sworn, notarized certification from a principal or officer that, if the bidder is awarded the Contract, its EHS programs shall meet all OSHA, USEPA, NYS and local regulations, and the bidder shall abide by applicable DEP policies and procedures, as appropriate, and as provided by DEP. (Refer to Bidder's EHS Performance and Program Review Questionnaire/Checklist that is included with the bid submission materials in the Invitation for Bids package).

2.1.7 For bidders that are joint ventures, the above information must be provided and will be reviewed for the joint venture itself and the individual joint venture partners.

2.2 Responsiveness

The items submitted under 2.1 will be evaluated as the contractor's safety record. Further, the bidder's EHS submittals and training program descriptions must indicate that the bidder:

- understands its regulatory requirements
- has a proactive and acceptable EHS and training program in place
- has performed acceptably on prior DEP projects as applicable.
- has adequate EHS professionals available for the project
- has demonstrated an acceptable safety record for the time periods reviewed.
- has demonstrated an acceptable safety record on similar projects over the past three years; and
- has certified that its program and training comply with all regulatory requirements.

3. Proposed Subcontractors

3.1 The subcontractor approval process requires an information submittal that includes the proposed subcontractor's EMR, EHS program descriptions and certifications like those in sections 2.1 and 2.2.

3.2 The standards listed in Section 2.2, above, shall also apply to the approval of proposed subcontractors that would be performing a significant volume or aspect of the project.

4. Contractor Orientation

4.1 Prior to commencing any work at any DEP location, the Contractor shall be required to attend an orientation. After attending the initial orientation, the Contractor shall, in turn, provide an orientation to any of the Contractor's employees assigned to work at the DEP location. This training must also be provided to subcontractors, suppliers[1], and Contractor visitors who will be onsite.

4.2 During orientation, DEP will provide the Contractor with the most current:

4.2.1 Work site-specific hazardous conditions and related information (e.g., hazardous chemicals present at the work site, locations of Safety Data Sheets, and required safe work practices including minimum Personal Protective Equipment (PPE) requirements);

4.2.2 Facility-specific lockout/tagout requirements;

[1] This requirement does not apply to suppliers providing services or products that are determined by the Bureau administering the Contract to have little likelihood of affecting DEP employee safety, property, the public, or the environment.

4.2.3 Applicable sections of the work site's Emergency Action Plan and, at a minimum, the emergency contact numbers, facility map, notification procedures, evacuation procedures, evacuation routes, assembly areas, and description of alarms;

4.2.4 Access control procedure;

4.2.5 Location of restricted areas accessible from the work area or approaches to the work area (e.g., Process Safety Management/Risk Management Plan-covered processes, permit-required confined spaces, and other high-hazard areas) and procedures for working in and around restricted areas;

4.2.6 DEP's Workplace Violence Prevention Policy;

4.2.7 DEP's Possession of Firearms in the Workplace Policy;

4.2.8 All other applicable DEP policies and procedures that will, or may, be necessary for the work; and

4.2.9 Information on known constituents of concern in the work area, including areas known to contain, or having historically contained, lead, asbestos, PCBs, and mercury.

4.3 If provided one by DEP, the Contractor shall distribute to all workers who are to attend the orientation a hazardous material and safe work practices information package. If possible, it will be distributed at least two days prior to the orientation. The workers shall sign for the packages and indicate that they have reviewed the contents prior to their attending the orientation.

4.4 Prior to commencing any work, a responsible official of the Contractor shall certify that it understands its obligations to train its employees and that it has been informed of and will abide by applicable DEP policies and procedures while it is working at DEP work sites.

4.5 If the Contractor or a subcontractor needs to add additional or replacement worker(s) to its crews, the new worker(s) must be provided with the same information received by other workers and receive the orientation for the work site(s).

4.6 The Contractor shall use the Contractor Training Certification form provided by DEP (or an equivalent form), as the record of those Contractor and subcontractor employees who have completed the facility orientation.

5. Requirements During Work

5.1 When and where required by the DEP Bureau of Police and Security, the Contractor, and its subcontractors, and all their respective employees shall, always when working at the site(s), wear photo-identification badges.

5.2 The Contractor shall develop a work plan that identifies and addresses safety hazards and environmental requirements prior to starting any work.

5.3 PPE must be utilized in accordance with the work plan.

5.4 The Contractor and its subcontractors and all their respective employees shall, upon request, produce certificates, licenses, and other documentation that laws or regulations require them to obtain them to conduct activities they are performing (e.g., Asbestos Worker Certificate, FDNY Certificate of Fitness in New York City).

5.5 The Contractor's and its subcontractors' employees are restricted from entering all high-hazard process areas unless access is required to perform their work. In coordination with the Contract Supervisor, the Contractor or subcontractor employees entering such process areas must obtain permission from the on-duty operator or supervisor in person or by the telephone before entering these areas. Further, Contractor or subcontractor employees must inform the on-duty operator or supervisor in person or by telephone upon leaving and follow all other facility access control procedures.

5.6 Any worker who fails to abide by the EHS requirements presented in the safety orientation shall, at the sole discretion of the DEP, be denied access to the facilities and shall be replaced by the Contractor, as directed by DEP.

5.7 The Contractor shall immediately inform the DEP Contract Supervisor and the facility's most senior manager of all incidents and all near misses; and of any notices of violation (NOVs), notices of deficiencies (NODs), and fines issued by and/or received from regulatory agencies resulting from work performed. Initial written reports shall be submitted by the next day. Note that other specification sections in this Contract may include additional investigation and reporting requirements and must be consulted. The more stringent requirements will apply in the event of any conflict.

5.7.1 The Contractor must close out all NOVs, and all other violations/deficiencies, and pay the appropriate fines before final or subsequent payments can be made by DEP. The Contractor will not receive final payment if there are open violations or notices of non-compliance.

6. Evaluations of Contractor EHS Performance

6.1 DEP will perform evaluations of the Contractor's performance to ensure compliance with all EHS laws and regulations and DEP and facility EHS requirements. Such

evaluations will be considered when evaluating the Contractor's bids for future contracts.

6.2 The Contractor shall be rated on each category shown on the Contractor EHS Evaluation form a copy of which should be provided to the Contractor by the Contract Supervisor. ("NA" is acceptable where the requirement was not applicable). The Contract Supervisor may include other specific EHS categories under "Other" that are of particular importance to the project. The Contract Supervisor shall inform the Contractor prior to commencement of work when this is the case.

6.3 DEP considers compliance with and conformance to EHS requirements to be of the utmost importance, and recognizes that, on particular projects, the importance of compliance with certain requirements may carry more weight than others, as failure to comply may present a greater level of risk. The final rating for the job in such a case may be weighted more heavily on specific categories (one or two) if compliance with that/those program requirement(s) is paramount to worker safety and/or environmental protection. In this case, the Contractor shall be notified prior to the commencement of work or through the development of risk-based safety plans during the project.

6.4 The following rating scale shall be utilized in conducting the Contractor evaluations:

Excellent – Contractor exceeded EHS contractual, policy, and/or regulatory requirements. Work was accomplished with no observed deficiencies and no violations. Contractor proactively and effectively addressed potential risks. Contractor demonstrated EHS leadership and best practices and showed alignment with DEP's EHS goals.

Good – Contractor met or exceeded most EHS contractual, policy, and/or regulatory requirements. Work was accomplished with limited or minor observed deficiencies or minor violations. Correction and preventative actions taken by the Contractor were timely and effective.

Fair – Contractor met EHS contractual, policy, and/or regulatory requirements. Observed deficiencies or violations were satisfactorily corrected and did not indicate a pattern of repetition. The correction and preventative actions taken by the Contractor were completed in a timely manner.

Poor – Contractor did not meet some EHS contractual, policy, and/or regulatory requirements. EHS deficiencies and/or violations were identified, but the Contractor either did not identify corrective and preventative actions or proposed correction and preventative actions that appeared to be only marginally effective.

Unsatisfactory – Contractor did not meet a significant number of EHS contractual, policy, and/or regulatory requirements. EHS deficiencies and/or violations were identified, but Contractor did not develop a Corrective and Preventative Action Plan, or failed to implement a Corrective and Preventative Action Plan, or implemented an unsuccessful Corrective and Preventative Action Plan. Deficiencies and/or violations indicated a pattern of repetition.

6.5 A Contractor that disagrees with an overall evaluation of "Poor" or "Unsatisfactory" can submit a written request for reconsideration to the DEP Contract Supervisor within 10 business days after receipt of the written evaluation. The request for reconsideration must set forth all the relevant information and arguments and be accompanied by any documentation relied on in support of the request. The request for reconsideration will be reviewed by the Deputy Commissioner overseeing the Bureau or his or her designee. The Deputy Commissioner or designee will notify the Contractor of the determination of the request in writing. Such determination will be final.

6.6 If its evaluation (other than the final evaluation) is "Poor" or "Unsatisfactory," the Contractor must prepare a Corrective and Preventive Action Plan to correct and prevent recurrence of the deficiencies identified through the evaluation.

* * * * * *

Exhibit B

Bidder's EHS Safety Record and Program Review Questionnaire

Rev 4, 6/23/2022

DEP Contract Name or Number:		
Contractor Name:		
Location(s) and description of work to be performed (attach work summary from contract):		
Provide as part of the pre-award submittal:	☐	EMR Rating (1.0 or below)[1]
	☐	OSHA 300 logs and/or 300A redacted worksheets
	☐	Sworn, certified and notarized letter with information on all regulatory violations and reportable releases in the past 3 years
	☐	Sworn, certified and notarized letter from principal that if awarded the contract, its EHS programs shall meet all OSHA, US EPA, NYS and local regulations and shall abide by all DEP policies and procedures (with information on all reportable releases in the past 3 years
	☐	Written description of firm's EHS and training programs
Attach Table of Contents of Firm's EHS programs and describe below		
Describe employee EHS training below, including new employee training (or attach)		
Describe protocol for subcontractor approval and onboarding below (or attach)		

[1] Contractors with EMRs over 1.0 must provide the documents references in sections 2.1.1 of the DEP Contractor Selection and Management Policy Attachment A (Rev. 4).

Certifications
I certify that the EHS and Training Programs for:

(Company Name)_____

comply with applicable OSHA, USEPA, NYSDEC and NYC regulatory requirements and that the information presented on this form and attachments is accurate and complete. Our company is aware and understands its obligations under the OSHA, USEPA, state and NYC standards (if applicable).

Signature: _____ Title: _____

Print Name: _____ Date: _____

NO TEXT ON THIS PAGE

SECTION 01 35 44 – WORKING IN HAZARDOUS (CLASSIFIED) LOCATIONS
CONTRACT PS-318

PART 1 GENERAL

1.01 SUMMARY

A. Hazardous (Classified) Locations

B. Combustible Gas Detection

C. Qualifications of Combustible Gas Detection Employees

D. Task Hazard Analysis

E. Hot Work Permit

F. Air Monitoring Notices and Reports

G. The following index of this Section is presented for convenience:

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1.02 PAYMENT

A. No separate payment shall be made for performing any Work required under this Section. All costs for Work required by this Section shall be included in the applicable lump sum, unit price(s) or allowance(s) as set forth in Section 01 27 00 – Measurement and Payment.

1.03 RELATED SECTIONS

A. Section 01 35 27 – Environmental, Health and Safety Requirements

1.04 REFERENCES

A. Combustible Gas Detection: Performed by use of a gas detector to detect the presence of flammable vapors and gases and to warn when concentrations in air approach the explosive range.

B. Hazardous (Classified) Locations: A location that is classified based on the properties of the flammable vapors, liquids, or gases, or combustible dusts or fibers, that might be present and the likelihood that a flammable or combustible concentration or quantity is present.

C. Hot Work: Any work involving burning, welding, grinding, or similar operations that are capable of initiating fires or explosions.

D. Rated Equipment and Wiring:

1. Explosion Proof: Equipment and wiring that is enclosed in a case that is capable of withstanding an explosion of a specified gas or vapor that may occur within it and of preventing the ignition of a specified gas or vapor surrounding the enclosure by sparks, flashes, or explosion of the gas or vapor within, and that operates at such an external temperature that a surrounding flammable atmosphere will not be ignited thereby.

2. Intrinsically Safe: Equipment and wiring that are incapable of releasing sufficient electrical energy under normal or abnormal conditions to cause ignition of a specific hazardous atmospheric mixture.

3. Approved Industrial Truck: A truck that is listed or approved by a nationally recognized testing laboratory for fire safety purposes for the intended use and designated for the Hazardous (Classified) Location in accordance with the OSHA regulation at 29 CFR 1910.178(b).

E. Lower Explosive Limit (LEL): The concentration of a combustible material in air below, in which ignition will not occur.

F. Upper Explosive Limit (UEL): The highest concentration of a combustible substance in a gaseous oxidizer that will propagate a flame.

1.05 DESCRIPTION

A. Hazardous (Classified) Locations

1. The Contractor's attention is directed to the fact that certain Work areas where process equipment, tanks, or piping systems exist above or below the ground may be configured such that they may be classified to be Hazardous (Classified) Locations as defined in this Section.

2. Hazardous (Classified) Locations at the Work Site include, but are not limited to, the following areas:

a. Wet Well Area

b. Screening Chamber

c. Spillway

3. The Contractor shall be aware of the classification of all Work areas and understand that the introduction of certain equipment and materials may cause an area to be re-classified as a Hazardous (Classified) Location.

4. The Contractor shall prevent unauthorized work from taking place in any Hazardous (Classified) Location:

   a. Before entering any Hazardous (Classified) Location, the Contractor shall ensure that a safe working atmosphere exists;

   b. When working within the Hazardous (Classified) Locations, the Contractor shall take suitable precautions to ensure a safe working atmosphere;

   c. The Contractor shall take all necessary protective measures to ensure the safe completion of the Work.

5. Atmospheric monitoring to ensure the protection of employee health and safety must comply with the requirements of the Contractor's Environmental Health and Safety Plan (EHASP) as per Section 01 35 27 – Environmental Health and Safety Requirements.

B. Working in Hazardous (Classified) Locations:

1. All Hazardous (Classified) Locations and the extent of such locations shall be identified prior to the performance of Work in Hazardous (Classified) Locations.

2. Work in Hazardous (Classified) Locations shall be performed using only equipment and wiring rated and clearly marked for such use, unless approved Combustible Gas Detection equipment and qualified Combustible Gas Detection personnel are provided to ensure a safe working atmosphere for the duration of the time that employees are working in Hazardous (Classified) Locations.

3. The performance of Hot Work in Hazardous (Classified) Locations is prohibited unless performed under the issuance of a DEP Hot Work permit from the Permit Authorizing Individual (PAI). The Engineer and/or DEP shall provide the PAI.

   a. Where the Engineer and DEP are not routinely present on site, DEP may authorize the Contractor to obtain PAI certification for a Contractor employee in order to issue Hot Work permits.

   b. In active DEP facilities, the Hot Work permit will also be signed off by the DEP Operating Bureau Designee (OPD).

4. The Contractor shall provide the Engineer with a Job Hazard Analysis (JHA) at least 48 hours prior to the performance of Hot Work in a Hazardous (Classified) Location. The JHA shall identify the following:
    a. The Hazardous (Classified) Locations where the Work is to be performed;
    b. Equipment and wiring to be used in the Hazardous (Classified) Location;
    c. Gases or vapors within or adjacent to the Hazardous (Classified) Location that have the potential to create a combustible atmosphere;
    d. Controls required to mitigate or prevent the accumulation of gases or vapors in quantities that have the potential to create a combustible atmosphere;
    e. Controls or methods to promptly discontinue the use of and de-energize non-rated equipment when a combustible atmosphere is detected.
5. The Contractor shall not use any non-rated equipment (e.g., powered industrial trucks not specifically rated for the areas to be used) in Hazardous (Classified) Locations without obtaining approval from the Engineer.
    a. Where approval is provided, the Contractor shall provide the Engineer with documentation that workers using non-rated equipment in the Hazardous (Classified) Location have been provided training and information on the applicable JHA and emergency procedures prior to working with non-rated equipment.

C. Combustible Gas Detection:

1. The Contractor shall arrange for Combustible Gas Detection to be performed by qualified Combustible Gas Detection personnel, as identified within this Section, anytime Work is to be performed in Hazardous (Classified) Locations with equipment and wiring that is not rated for such use. The Contractor shall certify that all Work in Hazardous (Classified) Locations is being performed in a safe atmosphere.
2. Prior to commencing the Work for Combustible Gas Detection, the Contractor shall submit for the approval of the Engineer a communications protocol detailing the type and sequence of warning signals to be utilized, and describing the evacuation procedure to be employed, whenever a hazardous condition occurs.
3. The Contractor shall ensure that Combustible Gas Detection equipment, which is listed by Underwriters Laboratories (UL) and rated for use in Hazardous (Classified) Locations, is calibrated, tested, and maintained prior to use in a Hazardous (Classified) Location by qualified persons in accordance with the requirements of the equipment's manufacturer.

4. Prior to the start of Combustible Gas Detection, the Contractor shall:

   a. Ensure the gas detection manager has performed an analysis of the work area to evaluate the combustible gas hazards of the location, determine the arrangement of Combustible Gas Detection equipment and implement any further controls necessary to mitigate or prevent the accumulation of a combustible atmosphere (i.e., ventilation controls, equipment positioning, etc.).

   b. Calibrate all Combustible Gas Detection equipment in accordance with the manufacturer's requirements, and perform any necessary test functions (e.g., "bump test") at a minimum daily to ensure appropriate use of the equipment in accordance with the manufacturer's requirements.

   c. Where the use of non-rated equipment is approved as described within this Section, Position Combustible Gas Detection equipment to establish monitoring results at least 15 minutes prior to the use of any non-rated equipment in a Hazardous (Classified) Location. The following conditions must be present to allow for the initial use of non-rated equipment:

      1) An oxygen level greater than 19.5 percent and less than 23.5 percent concentration;

      2) A LEL less than 5 percent concentration.

   d. Ensure the JHA for performing Hot Work in a Hazardous (Classified) Location is prepared, reviewed and updated by the Contractor's gas detection manager prior to the start of Hot Work and any time:

      1) The scope of Work changes to introduce hazards or a potential for combustible gases or vapors to be present was not previously identified;

      2) The JHA's hazard evaluation does not adequately address the identified hazards;

      3) Hazard controls of the JHA have changed or do not sufficiently mitigate or prevent the accumulation of a combustible atmosphere.

   e. Provide written verification to the Engineer that all gas detection equipment has been properly calibrated and tested prior to the start of Work in any Hazardous (Classified) Location.

   f. Provide written verification to the Engineer that all Work areas where non-rated equipment and wiring are used are safe through the issuance of a Notice of Safe Atmosphere upon calibration and

testing of gas detection equipment and prior to the use of non-rated equipment in a Hazardous (Classified) Location.

5. Continuously monitor the Hazardous (Classified) Location with documented readings every 15 minutes. Electronic data logging where gas detection equipment possesses such capabilities is adequate so long as readings are recorded at least every 15 minutes and results are capable of being provided to the Engineer as written documentation.

6. Combustible Gas Detection equipment shall be capable of providing a continuous digital output measuring:

   a. Oxygen in percent concentration;

   b. LEL in percent concentration.

7. A warning condition shall be declared to all affected persons in the area, and the Engineer, by radio, PA, or in person anytime the following condition exists:

   a. LEL greater than 5 percent.

8. Work shall be immediately stopped and non-rated equipment de-energized when any hazardous atmosphere is measured by gas detection equipment. A hazardous atmosphere is determined by the presence of any of the following:

   a. Oxygen levels less than 19.5 percent or greater than 23.5 percent concentration;

   b. LEL greater than 10 percent.

9. When a hazardous atmosphere is present, a hazardous condition shall be declared and the gas detection technicians shall immediately implement the following actions:

   a. Sound a portable air horn to warn all personnel that a hazardous atmosphere exists;

   b. Notify the Contractor and the Engineer by radio communication, PA, or in person that a hazardous condition has been declared;

   c. Notify all persons in the potentially affected areas to immediately evacuate the area and discontinue use of non-rated equipment in Hazardous (Classified) Locations until the Engineer determines the conditions leading to the presence of a hazardous atmosphere, identified corrective actions to mitigate or prevent a re-accumulation of an unsafe atmosphere, and the atmosphere of the Hazardous (Classified) Location has returned to levels that personnel can safely resume operations in the area;

d. Issue a Notice of Unsafe Atmosphere to the Engineer and ensure access is precluded by the Contractor's personnel in areas where a hazardous atmosphere is present;

e. The Contractor shall make combustible gas detection equipment available to the Engineer during the investigation and corrective/preventative action review.

10. When the Contractor determines that a hazardous atmosphere no longer exists, Work may resume upon issuance of a Notice of Safe Atmosphere in accordance with the procedures identified in this Section.

11. Provide all required Combustible Gas Detection equipment in sufficient quantities, with backups.

a. The number of required equipment shall be determined by the gas detection manager and shall consider the size of Work area, Work to be performed, location of personnel, and configuration. Gas detection shall be adequate to identify potentially hazardous conditions in any area which could present a hazard to personnel.

1.06 QUALITY ASSURANCE

A. Qualification of Combustible Gas Detection Employees:

1. The Contractor shall ensure the following qualified personnel are available when performing Combustible Gas Detection:

a. A gas detection manager who meets at least one (1) of the following and has been approved by DEP:

1) Certified Industrial Hygienist (CIH) by the American Board of Industrial Hygienists (ABIH) with at least five (5) years of documented professional industrial hygiene and air monitoring management experience.

2) Certified Safety Professional (CSP) by the Board of Certified Safety Professionals (BCSP) with at least five (5) years of documented professional industrial hygiene and air monitoring management experience.

3) Bachelor of Science degree in industrial hygiene, occupational safety and health, or environmental health and science and ten (10) years of documented professional industrial hygiene and air monitoring management experience.

b. Gas detection technicians shall be present as necessary to ensure continuous monitoring for the presence of combustible gases and shall have no other responsibilities than those of a combustible gas detection technician. Technicians shall meet the following prior to operating Combustible Gas Detection equipment:

1) Trained in the calibration, testing, maintenance, and operation of the Combustible Gas Detection equipment being used;

2) Have a minimum of six (6) months' experience in the monitoring of combustible gases and vapors;

3) Where confined spaces are involved, possess confined space training to include the responsibilities of the confined space entrant, attendant, and entry supervisor.

c. The Engineer shall have the right to interview and review the qualifications of all personnel performing Combustible Gas Detection.

1.07 SUBMITTALS

A. At a minimum, Submittals shall include:

1. Prior to the commencement of any Work of this Section, the following items shall be submitted to the Engineer:

a. Qualifications of the Combustible Gas Detection employees.

2. In addition, during the performance of Work, the Contractor shall submit the following items as required in this Section:

a. JHA;

b. Communications protocol;

c. Written verification of equipment calibration;

d. Written review and verification of conditions;

B. Air Monitoring Notices and Reports

1. The Contractor shall prepare and submit the following air monitoring notices and reports to the Engineer:

a. Notice of Safe Atmosphere:

1) When a previously determined hazardous atmosphere has been eliminated, and immediately after completing the procedures required above, the Contractor shall prepare and deliver a Notice of Safe Atmosphere to the Engineer;

2) If the Notice of Safe Atmosphere is issued to rescind a Notice of Unsafe Atmosphere, it shall identify the contributing factors leading to the unsafe atmosphere and the necessary corrective actions to prevent reoccurrence.

b. Notice of Unsafe Atmosphere:

1) This notice shall be prepared on site when a hazardous condition is detected and immediately after all notifications

required above within this Section have been completed. The Notice of Unsafe Atmosphere shall specify the type(s) and concentration(s) of gas(es) detected, the nature of the gas hazard and the location where, and the time when the hazard has been detected;

2) This notice shall be presented to the Engineer immediately upon completion.

C. Daily Log Report

1. The daily log report shall be provided to the Engineer daily and provide the Combustible Gas Detection equipment's readings in 15 minute intervals. Location and other task specific information shall be included in the daily report.

1.08 DELIVERY, STORAGE, AND HANDLING

A. Not Used

1.09 SPARE PARTS, SPECIAL TOOLS, AND SUPPLIES

A. Not Used

1.10 WARRANTY

A. Not Used

PART 2 PRODUCTS

2.01 MANUFACTURERS

A. Not Used

2.02 MATERIALS / EQUIPMENT

A. Not Used

2.03 FABRICATION / ASSEMBLING / FINISHES

A. Not Used

2.04 SOURCE QUALITY CONTROL / SHOP TESTS

A. Not Used

PART 3 EXECUTION

3.01 EXAMINATION / PREPARATION

A. Not Used

3.02 INSTALLATION

A. Not Used

3.03 FIELD TESTING / QUALITY CONTROL

A. Not Used

3.04 STARTUP / DEMONSTRATION

A. Not Used

3.05 ADJUSTING / PROTECTION / CLEANUP

A. Not Used

END OF SECTION

SECTION 01 35 45 – HAZARDOUS MATERIALS CONTROL
CONTRACT PS-318

PART 1 GENERAL

1.01 SUMMARY

A. Section Includes:

1. Known Hazardous Materials
2. Unforeseen Hazardous Materials
3. Hazardous Materials Investigation and Remediation
4. Hazardous Waste Management and Regulatory Compliance

B. The following index of this Section is presented for convenience:

Article	Title	Section Page
PART 1	GENERAL	1
1.01	Summary	1
1.02	Payment	2
1.03	Related Sections	2
1.04	References	2
1.05	Description	2
1.06	Quality Assurance	7
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1.10	Warranty	8
PART 2	PRODUCTS	8
2.01	Manufacturers	8
2.02	Materials / Equipment	8
2.03	Fabrication / Assembling / Finishes	8
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3.01	Examination / Preparation	8
3.02	Installation	8
3.03	Field Testing / Quality Control	8
3.04	Startup / Demonstration	8
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C. The following five (5) tables, which are included in the report titled: Task 2.9.e.2 - Hazardous Materials Investigation Report: PS-DES-5: Design and Design Services During Construction for Upgrades of DEP Pumping Stations Paerdegat Pumping Station Brooklyn, New York, produced by Matrix New World Engineering and Dated March 24th, 2023, are attached after the End of Section designation, and are a part of this Section:

1. Table 1 - – Summary of Asbestos Analytical Results
2. Table 2 - Sumamry of Asbestos-Containing Materials

1.02 PAYMENT

A. No separate payment shall be made for performing any Work required under this Section. All costs for Work required by this Section shall be included in the applicable lump sum, unit price(s) or allowance(s) as set forth in Section 01 27 00 – Measurement and Payment.

1.03 RELATED SECTIONS

A. Section 01 27 00 – Measurement and Payment

B. Section 01 35 27 – Environmental, Health and Safety Requirements

C. Section 02 24 20 - Soil Sampling and Analysis

D. Section 02 82 05 – Asbestos Management

E. Section 02 83 05 – Lead Management

F. Section 02 84 05 – PCB Management

G. Section 02 84 05 -- PCB Management

1.04 REFERENCES

A. Definitions

1. Competent Person: One who is capable of identifying existing and predictable hazards in the work area or unsanitary, hazardous, or dangerous working conditions, and who has authority to take prompt corrective measures (29 CFR 1926.32(f)).

2. Large Quantity Generator (LQG): A facility that generates (in a calendar month) ≥1,000 kg of total hazardous waste or >1 kg of acute hazardous waste or >100 kg of acute hazardous waste spill residue or soil, or at any time stores hazardous and acute hazardous wastes in greater quantities (at any time) than 6,000 kg of hazardous waste, 1 kg acute hazardous waste, or 100 kg of acute hazardous waste spill residue or soil.

1.05 DESCRIPTION

A. Known Hazardous Materials

1. There are materials present and/or assumed to be present within the designated Work areas that will require special handling and other safeguard measures in order to minimize chemical exposure hazards to Site workers and to prevent environmental impacts to offsite areas. As applicable to its Work, the Contractor shall incorporate these minimum requirements into its Environmental, Health and Safety Plan (EHASP) or other applicable submittal to ensure a safe and healthful working environment. The EHASP shall be designed in accordance with Section 01 35 27 – Environmental, Health and Safety Requirements. These materials include:

a. Assumed Asbestos-Containing Sub-Grade Waterproofing to the Pumping Station;

b. Assumed Asbestos-Containing Sub-Grade Waterproofing to the Wet Well; and

c. Lead Containing and Lead Based Paint of various colors and applications throughout the work areas.

d. Upon completion of any additional material sampling at the Work Site(s), the Contractor's EHASP shall be updated as needed to incorporate new data generated by analysis of the samples.

2. Additional information can be found in the report titled: Task 2.9.e.5 - Hazardous Materials Investigation Report: PS-DES-5: Design and Design Services During Construction for Upgrades to DEP Pumping Stations Paerdegat Pumping Station Brooklyn, New York, produced by Matrix New World Engineering and Dated February 19th, 2025. The Contractor shall not initiate or proceed with any Work in areas associated with the contaminated, potentially hazardous, or hazardous materials until these materials have been removed from these areas or managed in accordance with the DEP Hazardous Waste Management Policy and the following Specifications:

   a. Asbestos-containing material shall be handled in accordance with Section 02 82 05 – Asbestos Management.

   b. Mercury-containing equipment and material shall be handled in accordance with Section 02 84 10 – Mercury Management.

   c. Lead-containing paint shall be handled in accordance with Section 02 83 05 – Lead Management.

   d. PCB-containing material shall be handled in accordance with Section 02 84 05 – PCB Management.

   e. If not handled under the above Sections, universal waste and other regulated wastes shall be handled in accordance with Section 01 74 20 – Construction Waste Management.

3. The Contractor shall attend an initial Site inspection, and any other meetings to review hazardous materials control issues in connection with the progress of the Work. The initial Site inspection shall be as described below. Other meetings to monitor hazardous materials control issues associated with the Work, including any briefing of DEP personnel, including, but not limited to, facility managers and supervisors, shall be scheduled as necessary.

   a. Initial Site Inspection: Within five (5) business days after approval of the environmental health and safety (EHS) Resources, or an agreed upon timeframe, the Contractor, the Engineer, and applicable DEP personnel shall perform an initial Site inspection to review all the Work areas that will be affected by contaminated, potentially

hazardous and hazardous materials. EHS Resources are defined in Section 01 35 27 – Environmental Health and Safety Requirements.

1) Initial Site inspection shall be organized by the Contractor who shall contact DEP, and the Engineer to determine the representatives that should attend.

2) A minimum of one representative from each party shall be present for the inspection.

3) Competent Persons shall lead the Site inspection.

4) Sampling outside of the Work to be performed may not be performed without DEP approval.

5) A Site inspection report shall be distributed by the Contractor at the beginning of the Site inspection. The Site inspection report shall include drawing(s) and associated text that describes the work in sufficient detail to aid in the Site inspection.

6) The Contractor shall note in the Site inspection report any special requirements that they have to perform their Work during the inspection.

7) The Contractor shall prepare and distribute a summary of the Site inspection and any comments noted during the inspection to all parties present at the Site inspection.

8) In the event that the initial Site inspection does not satisfactorily identify the contaminated, potentially hazardous, and hazardous materials potentially affecting the Work, follow-up inspection(s) shall be organized and held as required.

B. Unforeseen Hazardous Material

1. The Work Sites may contain unforeseen hazardous materials. When a potentially hazardous material that was previously unforeseen is discovered or an upgrade of its EHASP is necessary for managing unforeseen hazardous material, the Engineer will direct the Contractor to engage the services of a hazardous materials specialist to perform the necessary investigation, develop a remediation plan, and perform the remediation work. Additionally, the Engineer will direct the Contractor to update its EHASP as necessary.

2. The Contractor shall be responsible for identifying previously unknown and suspect hazardous materials as they are encountered via implementation of the approved sampling plan. Indication of the presence of hazardous materials, including but not limited to odorous or stained soils, sediment or liquids, mercury sources and suspect asbestos-containing materials must be

immediately reported to the Engineer. All Work in the area shall stop until otherwise directed by the Engineer.

3. In the event that hazardous material is detected, the Engineer will provide the Contractor with a scope of work for the remediation services and direct the Contractor to obtain cost proposals for such work from at least three (3) hazardous material specialists unless otherwise required by the DEP depending upon the magnitude and timing of the work. The Contractor shall submit the proposals, indicating which hazardous material specialist the Contractor proposes to engage, to the Engineer within ten (10) business days of receiving the scope of remediation work. The Engineer shall review the proposals and approve such selection or direct the Contractor to submit an alternative selection or obtain additional proposals. Remediation work shall not commence until the Contractor receives written notice from the Engineer to proceed with the work. As directed by the Engineer, pre-remediation inspections and coordination may also be required, in a manner similar to the procedures for known hazardous materials.

4. Soils testing and analysis shall be performed in accordance with Section 02 24 20 - Soil Sampling and Analysis. In the event that hazardous levels of lead are detected in soil, DEP will provide the Contractor with a Community Air Monitoring Program (CAMP) to include particulate air monitoring. The Engineer will direct the Contractor to obtain cost proposals for work of the CAMP from at least three (3) experienced firms unless otherwise required by DEP depending upon the magnitude and timing of the work. Within five (5) business days of receiving the CAMP, the Contractor shall submit the cost proposals to the Engineer, indicating which firm the Contractor proposes to engage. The Engineer shall review the cost proposals and approve such selection or direct the Contractor to submit an alternative selection or obtain additional proposals. CAMP work shall not commence until the Contractor receives written notice from the Engineer to proceed with the work.

5. The Contractor shall not initiate or proceed with any other Work in areas associated with contaminated, potentially hazardous, or hazardous materials until these materials have been removed from these areas or managed, in accordance with the following Specifications:

    a. Asbestos-containing material shall be handled in accordance with Section 02 82 05 – Asbestos Management.

    b. Mercury-containing equipment and material shall be handled in accordance with Section 02 84 10 – Mercury Management.

    c. Lead-containing paint shall be handled in accordance with Section 02 83 05 – Lead Management.

    d. If not handled under the above Sections, universal waste and other regulated wastes shall be handled in accordance with Section 01 74 20 – Construction Waste Management.

6. Some of the remediation work may be critical to maintaining construction schedules. When this occurs, the Engineer will establish a time for completion.

C. Hazardous Waste Management and Regulatory Compliance

1. Hazardous Waste Contingency Plan and Hazardous Waste Minimization Plan

   a. If the location of the Project is on a Site which has a Large Quantity Generator (LQG) status or subsequently obtains LQG status during the course of the Work, then the Contractor shall conform to the requirements of the Hazardous Waste Contingency Plan and Hazardous Waste Minimization Plan for that site.

2. Hazardous Waste Storage Compliance

   a. The Contractor shall maintain compliance with hazardous waste storage requirements at the Work Site. Storage areas and inspections of storage areas must comply with the hazardous waste regulations detailed within 6 NYCRR Parts 370 through 375.

3. Waste Management Records

   a. Disposal of wastes generated by remediation Work will be based on the results of testing and shall be at a site permitted to accept such waste by the U.S. Environmental Protection Agency (EPA) or an authorized state or local government agency. The Contractor shall provide remediation waste profiles for DEP signature as generator, permit documentation required for the selected Treatment, Storage, or Disposal Facility (TSDF) to receive these wastes, and the transporter's 6 NYCRR Part 364 Waste Transporter Permit(s) required to transport wastes to the TSDF. The Contractor will conduct due diligence of the TSDF, including a list of violations received. The Contractor shall submit a facility letter of acceptance. The Contractor shall also provide advance copies of the waste manifest(s) and Hazardous Waste Land Disposal Restrictions (LDR) Notification and Certification Form(s) for the Engineer's review and approval. The Contractor will keep and update a Hazardous Waste Inventory Log and will document weekly inspections by a Competent Person in the management of hazardous waste.

   b. On the date of shipment, the Contractor shall submit copies of the completed manifest, signed and dated by the initial transporter, in accordance with federal and state requirements, to DEP for signature. Copies of completed and signed waste manifests from TSDF's shall be provided to the Engineer as soon as possible but no later than thirty (30) days of waste shipment offsite.

4. Changes to Hazardous Waste Generator Status

a. The Contractor shall be aware that Work activities may result in a change to the Work Site's hazardous waste generator status. Compliance with the revised generator status is required.

5. Hazardous Waste Regulatory Program Fees and Taxes

a. The Contractor may be directed to pay the New York State Department of Taxation and Finance for special assessments on hazardous waste generated at the Project Site or the NYSDEC regulatory program fees charged to the facility operating at the Site. When directed by the Engineer, the Contractor shall pay the amount indicated within 48 hours of notification. The Contractor will be reimbursed for the amount paid, with no provision for overhead and profit, from the allowance provided for unforeseen hazardous materials remediation as specified in Section 01 27 00 – Measurement and Payment.

1.06 QUALITY ASSURANCE

A. Remediation plans for unforeseen hazardous materials shall comply with all applicable requirements of federal, state, and local hazardous waste regulations and shall include, but not be limited to the following:

1. Identification of hazardous and regulated/non-hazardous wastes associated with the Work.

2. Estimated quantities of wastes to be generated and disposed of.

3. Names and qualifications of each Subcontractor that will be testing, transporting, storing, and disposing of wastes. Include the facility location and a 24-hour telephone contact number and applicable transporter and TSDF permits, EPA Identification Numbers, and insurance certificates.

4. Names and qualifications (experience and training) of personnel who will be responsible for on-site management of hazardous wastes.

5. Detailed description of the containment and removal procedures.

6. Spill prevention and cleanup contingency measures to be implemented.

7. Work plan for waste management, on-site storage, removal and disposal.

8. Detailed schedule indicating the beginning and completion dates for each activity and each Work area, including time for clean-up, inspection, and monitoring activities.

1.07 SUBMITTALS

A. The following items shall be submitted as described above for the Engineer's approval:

1. Initial Site Inspection Report and Summary Site Inspection Report

2. Remediation Plan for Unforeseen Hazardous Materials, when required.

3. Three (3) cost proposals from hazardous materials specialists for remedial action work, when required.
4. EHASP upgrades as needed in accordance with Section 01 35 27 – Environmental, Health and Safety Requirements.

B. The Contractor, when requested by the Engineer, shall provide additional copies of all reports and related materials as may be needed for conferences with the Commissioner and other agencies having jurisdiction.

1.08 DELIVERY, STORAGE, AND HANDLING

A. Not Used

1.09 SPARE PARTS, SPECIAL TOOLS, AND SUPPLIES

A. Not Used

1.10 WARRANTY

A. Not Used

PART 2 PRODUCTS

2.01 MANUFACTURERS

A. Not Used

2.02 MATERIALS / EQUIPMENT

A. Not Used

2.03 FABRICATION / ASSEMBLING / FINISHES

A. Not Used

2.04 SOURCE QUALITY CONTROL / SHOP TESTS

A. Not Used

PART 3 EXECUTION

3.01 EXAMINATION / PREPARATION

A. Not Used

3.02 INSTALLATION

A. Not Used

3.03 FIELD TESTING / QUALITY CONTROL

A. Not Used

3.04 STARTUP / DEMONSTRATION

A. Not Used

3.05 ADJUSTING / PROTECTION / CLEANUP

A. Not Used

END OF SECTION

NO TEXT ON THIS PAGE

TABLE 1
SUMMARY OF ASBESTOS ANALYTICAL RESULTS
NYCDEP PS-DES-5 PAERDEGAT PUMPING STATION UPGRADES
6080 FLATLANDS AVENUE, BROOKLYN, NY
MATRIX NO. 20-121

MATRIXNEWORLD
Engineering Progress

HA No.	Sample ID No.	Lab No.	Material Description	Sample Location	Analytical Results		
					PLM Friable	PLM-NOB	TEM
01	**01-01**	**B23010358-01**	**(black) Exterior Caulking**	**Exterior Western Façade**	**NA**	**ND**	**13.3% Chrysotile**
	01-02	**B23010358-02**		**Exterior Southern Façade**	**NA**	**ND**	**Positive Stop**
	01-03	**B23010358-03**			**NA**	**ND**	**Positive Stop**
02	02-01	B23010358-04	Brick Mortar	Exterior Southern Façade	ND	NA	NA
	02-02	B23010358-05		Western Roof Parapet	ND	NA	NA
	02-03	B23010358-06		Eastern Roof Parapet	ND	NA	NA
03	03-01	B23010358-07	Stone Mortar	Exterior Western Façade	ND	NA	NA
	03-02	B23010358-08		Exterior Southern Façade	ND	NA	NA
	03-03	B23010358-09			ND	NA	NA
04	04-01	B23010358-10	Cementitious Patch	Exterior Southern Façade	ND	NA	NA
	04-02	B23010358-11			ND	NA	NA
	04-03	B23010358-12			ND	NA	NA
05	05-01	B23010358-13	(white) Pipe Dope	Western Elevation Piping	NA	ND	ND
	05-02	B23010358-14			NA	ND	ND
	05-03	B23010358-15			NA	ND	ND
07	07-01	B23010358-16	(gray) Pad Caulk	Emergency Generator Area Adjacent to West Façade	NA	ND	ND
	07-02	B23010358-17			NA	ND	ND
	07-03	B23010358-18			NA	ND	ND

Notes:
HA - Homogeneous Area
PLM - Polarized Light Microscopy
TEM - Transmission Electron Microscopy
NOB - Non-Friable Organically Bound
NA - Not Applicable
ND - None Detected

TABLE 1
SUMMARY OF ASBESTOS ANALYTICAL RESULTS
NYCDEP PS-DES-5 PAERDEGAT PUMPING STATION UPGRADES
6080 FLATLANDS AVENUE, BROOKLYN, NY
MATRIX NO. 20-121

MATRIXNEWORLD
Engineering Progress

HA No.	Sample ID No.	Lab No.	Material Description	Sample Location	Analytical Results		
					PLM Friable	PLM-NOB	TEM
09	09-01	B23010358-19	CMU Mortar	Entry Vestibule	ND	NA	NA
	09-02	B23010358-20		Ground Floor Main Area	ND	NA	NA
	09-03	B23010358-21		Mezzanine Storage West	ND	NA	NA
10	10-01	B23010358-22	Glazed Wall Block Mortar	Entry Vestibule	ND	NA	NA
	10-02	B23010358-23			ND	NA	NA
	10-03	B23010358-24		Ground Floor Main Area	ND	NA	NA
11	11G-01	B23010358-25	Floor Block Grout	Entry Vestibule	ND	NA	NA
	11G-02	B23010358-26			ND	NA	NA
	11G-03	B23010358-27		Ground Floor Main Area	ND	NA	NA
	11M-01	B23010358-28	Floor Block Mortar	Entry Vestibule	ND	NA	NA
	11M-02	B23010358-29			ND	NA	NA
	11M-03	B23010358-30		Ground Floor Main Area	ND	NA	NA
12	12-01	B23010358-31	All Service Jacket (ASJ) to Fiberglass Insulation	Entry Vestibule	ND	NA	NA
	12-02	B23010358-32		First Level Below Ground Storage Room Below HVAC Room	ND	NA	NA
	12-03	B23010358-33		Second Level Below Ground High Level Pump Room	ND	NA	NA
13	13G-01	B23010358-34	Ceramic Wall Tile Grout	Bathroom	ND	NA	NA
	13G-02	B23010358-35			ND	NA	NA
	13G-03	B23010358-36			ND	NA	NA

Notes:
HA - Homogeneous Area
PLM - Polarized Light Microscopy
TEM - Transmission Electron Microscopy
NOB - Non-Friable Organically Bound
NA - Not Applicable
ND - None Detected

TABLE 1
SUMMARY OF ASBESTOS ANALYTICAL RESULTS
NYCDEP PS-DES-5 PAERDEGAT PUMPING STATION UPGRADES
6080 FLATLANDS AVENUE, BROOKLYN, NY
MATRIX NO. 20-121

MATRIXNEWORLD
Engineering Progress

HA No.	Sample ID No.	Lab No.	Material Description	Sample Location	Analytical Results		
					PLM Friable	PLM-NOB	TEM
13	13M-01	B23010358-37	Ceramic Wall Tile Mortar	Bathroom	ND	NA	NA
	13M-02	B23010358-38			ND	NA	NA
	13M-03	B23010358-39			ND	NA	NA
14	14G-01	B23010358-40	Ceramic Floor Tile Grout		ND	NA	NA
		B23010358-41			ND	NA	NA
		B23010358-42			ND	NA	NA
	14M-01	B23010358-43	Ceramic Floor Tile Mortar		ND	NA	NA
		B23010358-44			ND	NA	NA
		B23010358-45			ND	NA	NA
15	15-01	B23010358-46	Gypsum Ceiling Board		ND	NA	NA
	15-02	B23010358-47			ND	NA	NA
	15-03	B23010358-48			ND	NA	NA
	15J-01	B23010358-49	Joint Compound		ND	NA	NA
	15J-02	B23010358-50			ND	NA	NA
	15J-03	B23010358-51			ND	NA	NA
16	16-01	B23010358-52	Interior Door Frame Caulk		NA	ND	ND
	16-02	B23010358-53		HVAC Room	NA	ND	ND
	16-03	B23010358-54		Screening Chamber	NA	ND	ND

Notes:
HA - Homogeneous Area
PLM - Polarized Light Microscopy
TEM - Transmission Electron Microscopy
NOB - Non-Friable Organically Bound
NA - Not Applicable
ND - None Detected

TABLE 1
SUMMARY OF ASBESTOS ANALYTICAL RESULTS
NYCDEP PS-DES-5 PAERDEGAT PUMPING STATION UPGRADES
6080 FLATLANDS AVENUE, BROOKLYN, NY
MATRIX NO. 20-121

MATRIXNEWORLD
Engineering Progress

HA No.	Sample ID No.	Lab No.	Material Description	Sample Location	Analytical Results		
					PLM Friable	PLM-NOB	TEM
17	17-01	B23010358-55	Duct Putty	Mechanical Equipment Room	NA	ND	ND
	17-02	B23010358-56		Ground Floor Main Area	NA	ND	ND
	17-03	B23010358-57		Discharge Piping Gallery	NA	ND	ND
18	18-01	B23010358-58	(red) Fire Stop	Mechanical Equipment Room	NA	ND	ND
	18-02	B23010358-59		Ground Floor Main Area	NA	ND	ND
	18-03	B23010358-60		East Roof	NA	ND	ND
19	19-01	B23010358-61	Pipe Dope to Pumps	Mechanical Equipment Room	NA	ND	ND
	19-02	B23010358-62			NA	ND	ND
	19-03	B23010358-63			NA	ND	ND
21	21-01	B23010358-64	Burner Pipe Dope		NA	ND	ND
	21-02	B23010358-65			NA	ND	ND
	21-03	B23010358-66			NA	ND	ND
22	22-01	B23010358-67	Duct ASJ to Fiberglass Insulation		ND	NA	NA
	22-02	B23010358-68			ND	NA	NA
	22-03	B23010358-69		HVAC Room	ND	NA	NA
23	23-01	B23010358-70	ASJ Pin Glue	Mechanical Equipment Room	NA	ND	ND
	23-02	B23010358-71			NA	ND	ND
	23-03	B23010358-72		HVAC Room	NA	ND	ND

Notes:
HA - Homogeneous Area
PLM - Polarized Light Microscopy
TEM - Transmission Electron Microscopy
NOB - Non-Friable Organically Bound
NA - Not Applicable
ND - None Detected

TABLE 1
SUMMARY OF ASBESTOS ANALYTICAL RESULTS
NYCDEP PS-DES-5 PAERDEGAT PUMPING STATION UPGRADES
6080 FLATLANDS AVENUE, BROOKLYN, NY
MATRIX NO. 20-121

MATRIXNEWORLD
Engineering Progress

HA No.	Sample ID No.	Lab No.	Material Description	Sample Location	Analytical Results		
					PLM Friable	PLM-NOB	TEM
25	25-01	B23010358-73	(white) Pipe Dope	Mechanical Equipment Room	NA	ND	ND
	25-02	B23010358-74			NA	ND	ND
	25-03	B23010358-75			NA	ND	ND
26	26-01	B23010358-76	Duct Floor Penetration Caulk		NA	ND	ND
	26-02	B23010358-77			NA	ND	ND
	26-03	B23010358-78			NA	ND	ND
27	27-01	B23010358-79	Flange Gasket to Burner		NA	ND	ND
	27-02	B23010358-80			NA	ND	ND
	27-03	B23010358-81			NA	ND	ND
28	28-01	B23010358-82	Cementitious Patch	MCC Room	ND	NA	NA
	28-02	B23010358-83		HVAC Room	ND	NA	NA
	28-03	B23010358-84		Screening Chamber	ND	NA	NA
30	30-01	B23010358-85	(blue) Glazed Block Mortar	Stairwell to Mezzanine	ND	NA	NA
	30-02	B23010358-86			ND	NA	NA
	30-03	B23010358-87			ND	NA	NA
31	31-01	B23010358-88	Window Glazing	Ground Floor Main Area	NA	ND	ND
	31-02	B23010358-89			NA	ND	ND
	31-03	B23010358-90			NA	ND	ND

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SUMMARY OF ASBESTOS ANALYTICAL RESULTS
NYCDEP PS-DES-5 PAERDEGAT PUMPING STATION UPGRADES
6080 FLATLANDS AVENUE, BROOKLYN, NY
MATRIX NO. 20-121

MATRIXNEWORLD
Engineering Progress

HA No.	Sample ID No.	Lab No.	Material Description	Sample Location	Analytical Results		
					PLM Friable	PLM-NOB	TEM
32	32-01	B23010358-91	Steam Flange Gasket	Ground Floor Main Area	NA	ND	ND
	32-02	B23010358-92			NA	ND	ND
	32-03	B23010358-93			NA	ND	ND
33	33-01	B23010358-94	City Water Flange Gasket	Storage Room Below HVAC Room	NA	ND	ND
	33-02	B23010358-95			NA	ND	ND
	33-03	B23010358-96		Storage Room East Below Ground Floor Main	NA	ND	ND
35	35-01	B23010358-97	Sump Pump Pipe Dope	Storage Room Below HVAC Room	NA	ND	ND
	35-02	B23010358-98			NA	ND	ND
	35-03	B23010358-99		Storage Room East Below Ground Floor Main	NA	ND	ND
36	36-01	B23010358-100	Brick Mortar	Mezzanine Storage East	ND	NA	NA
	36-02	B23010358-101			ND	NA	NA
	36-03	B23010358-102		Mezzanine Storage West	ND	NA	NA
37	37G-01	B23010358-103	Decorative Ceramic Floor Tile Grout	Mezzanine Storage West Former Bathroom	ND	NA	NA
	37G-02	B23010358-104			ND	NA	NA
	37G-03	B23010358-105			ND	NA	NA
	37M-01	B23010358-106	Decorative Ceramic Floor Tile Mortar		ND	NA	NA
	37M-02	B23010358-107			ND	NA	NA
	37M-03	B23010358-108			ND	NA	NA

Notes:
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TABLE 1
SUMMARY OF ASBESTOS ANALYTICAL RESULTS
NYCDEP PS-DES-5 PAERDEGAT PUMPING STATION UPGRADES
6080 FLATLANDS AVENUE, BROOKLYN, NY
MATRIX NO. 20-121

MATRIXNEWORLD
Engineering Progress

HA No.	Sample ID No.	Lab No.	Material Description	Sample Location	Analytical Results		
					PLM Friable	PLM-NOB	TEM
38	38-01	B23010358-109	Terracotta Wall Mortar	Mezzanine Storage West Former Bathroom	ND	NA	NA
	38-02	B23010358-110			ND	NA	NA
	38-03	B23010358-111			ND	NA	NA
39	39-01-L1	B23010358-112	Roofing Composite Tar	West Roof	NA	ND	ND
	39-02-L1	B23010358-113			NA	ND	ND
	39-03-L1	B23010358-114		East Roof	NA	ND	ND
	39-01-L2	B23010358-115	Roofing Composite Tar to Foam Insulation	West Roof	NA	ND	ND
	39-02-L2	B23010358-116			NA	ND	ND
	39-03-L2	B23010358-117		East Roof	NA	ND	ND
	39-01-L3	B23010358-118	Roofing Composite Membrane	West Roof	NA	ND	ND
	39-02-L3	B23010358-119			NA	ND	ND
	39-03-L3	B23010358-120		East Roof	NA	ND	ND
40	40-01-L1	B23010358-121	Flashing Composite Tar	West Roof	NA	ND	ND
	40-02-L1	B23010358-122			NA	ND	ND
	40-03-L1	B23010358-123		East Roof	NA	ND	ND
	40-01-L2	B23010358-124	Flashing Composite Fiber Board	West Roof	ND	NA	NA
	40-02-L2	B23010358-125			ND	NA	NA
	40-03-L2	B23010358-126		East Roof	ND	NA	NA

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NYCDEP PS-DES-5 PAERDEGAT PUMPING STATION UPGRADES
6080 FLATLANDS AVENUE, BROOKLYN, NY
MATRIX NO. 20-121

MATRIXNEWORLD
Engineering Progress

HA No.	Sample ID No.	Lab No.	Material Description	Sample Location	Analytical Results		
					PLM Friable	PLM-NOB	TEM
40	40-01-L3	B23010358-127	Flashing Composite Tar Paper	West Roof	NA	ND	ND
	40-02-L3	B23010358-128			NA	ND	ND
	40-03-L3	B23010358-129		East Roof	NA	ND	ND
	40-01-L4	B23010358-130	Flashing Composite Membrane	West Roof	NA	ND	ND
	40-02-L4	B23010358-131			NA	ND	ND
	40-03-L4	B23010358-132		East Roof	NA	ND	ND
41	**41-01**	**B23010358-133**	**Coping Stone Caulk**	**West Roof**	**NA**	**4.0% Chrysotile**	**Positive Stop**
	41-02	**B23010358-134**			**NA**	**Positive Stop**	**Positive Stop**
	41-03	**B23010358-135**		**East Roof**	**NA**	**Positive Stop**	**Positive Stop**
42	42-01	B23010358-136	Cap Flashing Caulk	West Roof	NA	ND	ND
	42-02	B23010358-137			NA	ND	ND
	42-03	B23010358-138		East Roof	NA	ND	ND
43	43-01	B23010358-139	Coping Stone Mortar	West Roof	ND	NA	NA
	43-02	B23010358-140			ND	NA	NA
	43-03	B23010358-141		East Roof	ND	NA	NA
44	44-01	B23010358-142	Roof Tar	West Roof	NA	ND	ND
	44-02	B23010358-143			NA	ND	ND
	44-03	B23010358-144		East Roof	NA	ND	ND

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TABLE 1
SUMMARY OF ASBESTOS ANALYTICAL RESULTS
NYCDEP PS-DES-5 PAERDEGAT PUMPING STATION UPGRADES
6080 FLATLANDS AVENUE, BROOKLYN, NY
MATRIX NO. 20-121

MATRIXNEWORLD
Engineering Progress

HA No.	Sample ID No.	Lab No.	Material Description	Sample Location	Analytical Results		
					PLM Friable	PLM-NOB	TEM
45	45-01	B23010358-145	(old) Roof Tar	West Roof	NA	6.45% Chrysotile	Positive Stop
	45-02	B23010358-146			NA	Positive Stop	Positive Stop
	45-03	B23010358-147		East Roof	NA	Positive Stop	Positive Stop
46	46-01	B23010358-148	(black) Exterior Caulk	West Roof	NA	3.45% Chrysotile	ND
	46-02	B23010358-149			NA	Positive Stop	Positive Stop
	46-03	B23010358-150		East Roof	NA	Positive Stop	Positive Stop
47	47-01-L1	B23010358-151	Terracotta Roofing Composite Tar Paper	West Roof	NA	ND	ND
	47-02-L1	B23010358-152			NA	ND	ND
	47-03-L1	B23010358-153		East Roof	NA	ND	ND
	47-01-L2	B23010358-154	Terracotta Roofing Composite Tar	West Roof	NA	5.0% Chrysotile	Positive Stop
	47-02-L2	B23010358-155			NA	Positive Stop	Positive Stop
	47-03-L2	B23010358-156		East Roof	NA	Positive Stop	Positive Stop
48	48-01	B23010358-157	Terracotta Roofing Mortar	West Roof	ND	NA	NA
	48-02	B23010358-158			ND	NA	NA
	48-03	B23010358-159		East Roof	ND	NA	NA
49	49-01	B23010358-160	(white) Exhaust Base Caulk	West Roof	NA	ND	ND
	49-02	B23010358-161			NA	ND	ND
	49-03	B23010358-162			NA	ND	ND

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TABLE 1
SUMMARY OF ASBESTOS ANALYTICAL RESULTS
NYCDEP PS-DES-5 PAERDEGAT PUMPING STATION UPGRADES
6080 FLATLANDS AVENUE, BROOKLYN, NY
MATRIX NO. 20-121

MATRIXNEWORLD
Engineering Progress

HA No.	Sample ID No.	Lab No.	Material Description	Sample Location	Analytical Results		
					PLM Friable	PLM-NOB	TEM
50	50-01-L1	B23010358-163	Roofing Composite Tar	Main Roof	NA	ND	ND
	50-02-L1	B23010358-164			NA	ND	ND
	50-03-L1	B23010358-165			NA	ND	ND
	50-01-L2	B23010358-166	Roofing Composite Tar to Foam Insulation		NA	ND	ND
	50-02-L2	B23010358-167			NA	ND	ND
	50-03-L2	B23010358-168			NA	ND	ND
	50-01-L3	B23010358-169	Roofing Composite Tar Paper		NA	ND	ND
	50-02-L3	B23010358-170			NA	ND	ND
	50-03-L3	B23010358-171			NA	ND	ND
	50-01-L4	B23010358-172	Roofing Composite Membrane		NA	ND	ND
	50-02-L4	B23010358-173	Roofing Composite Membrane		NA	ND	ND
	50-03-L4	B23010358-174			NA	ND	ND
51	51-01	B23010358-175	Sewage Line Flange Gasket	Discharge Piping Gallery	NA	ND	ND
	51-02	B23010358-176		High Level Pump Room	NA	ND	ND
	51-03	B23010358-177		Lower Level Pump Room	NA	ND	ND
53	53-01	B23010358-178	Threaded Pipe Dope	High Level Pump Room	NA	ND	ND
	53-02	B23010358-179			NA	ND	ND
	53-03	B23010358-180		Lower Level Pump Room	NA	ND	ND
54	54-01	B23010358-181	Sump Pump Gaskets		NA	ND	ND

Notes:
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ND - None Detected

TABLE 1
SUMMARY OF ASBESTOS ANALYTICAL RESULTS
NYCDEP PS-DES-5 PAERDEGAT PUMPING STATION UPGRADES
6080 FLATLANDS AVENUE, BROOKLYN, NY
MATRIX NO. 20-121

MATRIXNEWORLD
Engineering Progress

HA No.	Sample ID No.	Lab No.	Material Description	Sample Location	Analytical Results		
					PLM Friable	PLM-NOB	TEM
54	54-02	B23010358-182	Sump Pump Gaskets	Lower Level Pump Room	NA	ND	ND
	54-03	B23010358-183			NA	ND	ND
58	58-01	B23010358-184	Expansion Joint Caulk	Concrete Loading Dock to Screening Room	NA	ND	ND
	58-02	B23010358-185			NA	ND	ND
	58-03	B23010358-186			NA	ND	ND
59	**59-01**	**B23010358-187**	**Vertical Expansion Joint**	**Exterior Building Façade**	**NA**	**2.5% Chrysotile**	**Positive Stop**
	59-02	**B23010358-188**			**NA**	**Positive Stop**	**Positive Stop**
	59-03	**B23010358-189**			**NA**	**Positive Stop**	**Positive Stop**
60	60-01	B23010358-190	Cementitious Skim Coat	Mezzanine Storage West	ND	NA	NA
	60-02	B23010358-191			ND	NA	NA
	60-03	B23010358-192			ND	NA	NA
61	**61-01**	**B23010358-193**	**Residual Caulk to Window Frames**	**Mezzanine Windows**	**NA**	**6.45% Chrysotile**	**Positive Stop**
	61-02	**B23010358-194**			**NA**	**Positive Stop**	**Positive Stop**
	61-03	**B23010358-195**			**NA**	**Positive Stop**	**Positive Stop**
62	62-01	B23010358-196	Putty to Double-Door Frame	MCC Room	NA	ND	ND
	62-02	B23010358-197			NA	ND	ND
	62-03	B23010358-198			NA	ND	ND
63	63-01	B23010358-199	Ceramic Wall Tile Grout	Mezzanine Storage West Former Bathroom	ND	NA	NA

Notes:
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TABLE 1
SUMMARY OF ASBESTOS ANALYTICAL RESULTS
NYCDEP PS-DES-5 PAERDEGAT PUMPING STATION UPGRADES
6080 FLATLANDS AVENUE, BROOKLYN, NY
MATRIX NO. 20-121

MATRIXNEWORLD
Engineering Progress

HA No.	Sample ID No.	Lab No.	Material Description	Sample Location	Analytical Results		
					PLM Friable	PLM-NOB	TEM
63	63-02	B23010358-200	Ceramic Wall Tile Grout	Mezzanine Storage West Former Bathroom	ND	NA	NA
	63-03	B23010358-201			ND	NA	NA
64	**64-01**	**B23010358-202**	**Drain Flashing Tar**	**West Roof**	**NA**	**7.14% Chrysotile**	**Positive Stop**
	64-02	**B23010358-203**			**NA**	**Positive Stop**	**Positive Stop**
	64-03	**B23010358-204**		**East Roof**	**NA**	**Positive Stop**	**Positive Stop**
65	65-01	B23010358-205	Tar Pad Repair	West Roof	NA	ND	ND
	65-02	B23010358-206			NA	ND	ND
	65-03	B23010358-207		East Roof	NA	ND	ND
66	**66-01**	**B23010358-208**	**Caulk to Tar Pad**	**West Roof**	**NA**	**2.0% Chrysotile**	**Positive Stop**
	66-02	**B23010358-209**			**NA**	**Positive Stop**	**Positive Stop**
	66-03	**B23010358-210**		**East Roof**	**NA**	**Positive Stop**	**Positive Stop**

Notes:
HA - Homogeneous Area
PLM - Polarized Light Microscopy
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TABLE 2
SUMMARY OF ASBESTOS-CONTAINING MATERIALS
NYCDEP PS-DES-5 PAERDEGAT PUMPING STATION UPGRADES
6080 FLATLANDS AVENUE, BROOKLYN, NY
MATRIX NO. 20-121

MATRIXNEWORLD
Engineering Progress

HA No.	Material Description	Material Location(s)	Details		Estimated Quantity		Additional Notes
			Friability	Condition	Quantity	Units	
Materials Identified as ACM by Matrix							
01	(black) Exterior Caulking	Exterior Building Façade	Non-Friable	Good	800	LF	Window Caulking
41	Coping Stone Caulk	East and West Roofs	Non-Friable	Good	80	LF	
45	(Old) Roof Tar	East and West Roofs	Non-Friable	Damaged	640	SF	Tar to Parapet Wall
46	(black) Exterior Caulk	East and West Roofs	Non-Friable	Good	266	LF	
47	Terracotta Roofing Composite	East, West, Main Roofs	Non-Friable	Good	4,480	SF	
59	Vertical Expansion Joint	Exterior Building Façade	Non-Friable	Good	250	LF	
61	Residual Caulk to Window Frames	Mezzanine Windows	Non-Friable	Significantly Damaged	180	LF	Interior Window Frames
64	Drain Flashing Tar	East and West Roofs	Non-Friable	Good	20	SF	
66	Caulk to Tar pad	East and West Roofs	Non-Friable	Significantly Damaged	30	LF	
Materials Assumed to be ACM by Matrix							
08	Transite Arc Shields	Emergency Generator Area Adjacent to West Façade	Non-Friable	Good	50	SF	
24	Duct Vibration Cloth	Mechanical Equipment Room	Non-Friable	Good	16	SF	
29	Transite Arc Shield / Paneling	MCC Room	Non-Friable	Good	100	SF	
52	Transite Paneling to Electrical Cabinets	Discharge Piping Gallery	Non-Friable	Good	100	SF	
-	Braided Wiring to Conduits/Electrical Cabinets	Discharge Piping Gallery	Non-Friable	Good	200	LF	
55	Air Pressure Flange Gasket	Lower-Level Pump Room	Non-Friable	Good	4	SF	1 Unit = 1 SF
56	Valve Flange Gaskets	Screening Chamber	Non-Friable	Good	4	SF	1 Unit = 2 SF
57	Flexible Duct Connector	Upper Wet Well	Non-Friable	Good	12	SF	

Notes:
F - Friable
NF - Non Friable
LF - Linear Feet
SF - Square Feet

G - Good
D - Damaged
SD - Significantly Damaged

TABLE 3
SUMMARY OF LEAD PAINT CHIP ANALYSIS
NYCDEP PS-DES-5 PAERDEGAT PUMPING STATION UPGRADES
6080 FLATLANDS AVENUE, BROOKLYN, NY
MATRIX NO. 20-121

MATRIXNEWORLD
Engineering Progress

Sample No.	Lab No.	Component	Sample Location	Color	Substrate	Condition	Lead Concentration (% wt.)	Classification
PC-01	L23010083-01	Lift Gate	Building Exterior	Yellow	Metal	Fair	0.05%	-
PC-02	L23010083-02	Lift Support Beams	Building Exterior	Blue	Metal	Fair	< 0.03%	-
PC-03	L23010083-03	Door	Building Exterior	Black	Metal	Fair	< 0.03%	-
PC-04	L23010083-04	ACC Fans	First Floor ACC Room	Brown	Metal	Intact	< 0.03%	-
PC-05	L23010083-05	Floor	Building South Entrance Vestibule	Gray	Concrete	Poor	< 0.03%	-
PC-06	L23010083-06	Fire Alarm System	Building South Entrance Vestibule	Red	Metal	Fair	< 0.03%	-
PC-07	L23010083-07	Floor Hatch	Mechanical Equipment Room	Yellow	Metal	Poor	< 0.03%	-
PC-08	L23010083-08	Air Compressors	Mechanical Equipment Room	Blue	Metal	Fair	< 0.03%	-
PC-09	L23010083-09	Burner Piping	Mechanical Equipment Room	Orange	Metal	Intact	< 0.03%	-
PC-10	L23010083-10	Burner Piping	Mechanical Equipment Room	Black	Metal	Fair	< 0.03%	-
PC-11	L23010083-11	Wall	Ground Floor Main Area	White	CMU	Intact	< 0.03%	-
PC-12	L23010083-12	Door	Ground Floor Main Area	Gray	Metal	Intact	< 0.03%	-
PC-13	L23010083-13	Crane	Ground Floor Main Area	Teal	Metal	Intact	0.10%	LCP
PC-14	L23010083-14	Crane	Screening Chamber	Yellow	Metal	Fair	< 0.03%	-
PC-15	L23010083-15	Ceiling	Main Area Mezzanine	White	Concrete	Fair	0.12%	LCP
PC-16	L23010083-16	Window Frame	Main Area Mezzanine Storage Area East	Blue	Metal	Fair	< 0.03%	-
PC-17	L23010083-17	Pump Piping	First Level Below Ground	Gray	Metal	Intact	< 0.03%	-
PC-18	**L23010083-18**	**Hand Rails**	**Ground Floor Main Area**	**Yellow**	**Metal**	**Fair**	**1.32%**	**LBP**
PC-19	L23010083-19	Hand Rails	South Building Exterior	Yellow	Metal	Fair	< 0.03%	-

Notes:
LCP - Lead-Containing Paint
LBP - Lead Based Paint

TABLE 3
SUMMARY OF LEAD PAINT CHIP ANALYSIS
NYCDEP PS-DES-5 PAERDEGAT PUMPING STATION UPGRADES
6080 FLATLANDS AVENUE, BROOKLYN, NY
MATRIX NO. 20-121

MATRIXNEWORLD
Engineering Progress

Sample No.	Lab No.	Component	Sample Location	Color	Substrate	Condition	Lead Concentration (% wt.)	Classification
PC-20	L23010083-20	Equipment	MCC Room	Gray	Metal	Intact	< 0.03%	-
PC-21	L23010083-21	Equipment	HVAC Room	Blue	Metal	Intact	< 0.03%	-
PC-22	**L23010083-22**	**Hand Rails**	**HVAC Room Storage Area**	**Yellow**	**Metal**	**Fair**	**1.31%**	**LBP**
PC-23	L23010083-23	Sprinkler Piping	First Level Below Ground - Storage Rooms	Red	Metal	Fair	< 0.03%	-
PC-24	L23010083-24	Equipment	Screening Chamber		Metal	Fair	< 0.03%	-
PC-25	L23010083-25	Structural Supports	Screening Chamber	White	Metal	Poor	< 0.03%	-
PC-26	L23010083-26	Equipment	Fan Room	Green	Metal	Intact	< 0.03%	-
PC-27	**L23010083-27**	**Structural Supports**	**Main Area Mezzanine**	**Blue**	**Metal**	**Fair**	**2.45%**	**LBP**
PC-28	**L23010083-28**	**Windows**	**Ground Floor Main Area**	**Black**	**Metal**	**Poor**	**3.01%**	**LBP**

Notes:
LCP - Lead-Containing Paint
LBP - Lead Based Paint

TABLE 4
SUMMARY OF PCB ANALYSIS
NYCDEP PS-DES-5 PAERDEGAT PUMPING STATION UPGRADES
6080 FLATLANDS AVENUE, BROOKLYN, NY
MATRIX NO. 20-121

MATRIXNEWORLD
Engineering Progress

Sample No.	Lab No.	Material	Results (mg/Kg)	Classification
Paint Chips				
PCB-PC-01	AB50340-01	Yellow Paint to Lift Gate	22	Non-Regulated
PCB-PC-02	AB50340-02	Blue Paint to Lift Support Beams	< 0.71	Non-Regulated
PCB-PC-03	AB50340-03	Black Paint to Door	4	Non-Regulated
PCB-PC-04	AB50340-04	Brown Paint to ACC Fans	56.3	PCB Bulk Material
PCB-PC-05	AB50340-05	Grey Paint to Floor	32	Non-Regulated
PCB-PC-06	AB50340-06	Red Paint to Fire Alarm System	10.4	Non-Regulated
PCB-PC-07	AB50340-07	Yellow Paint to Floor Hatch (Mechanical Room)	24	Non-Regulated
PCB-PC-08	AB50340-08	Blue Paint to Air Compressors (Mechanical Room)	18.9	Non-Regulated
PCB-PC-09	AB50340-09	Orange Paint to Burner Piping (Mechanical Room)	4.5	Non-Regulated
PCB-PC-10	AB50340-10	Black Paint to Burner Piping (Mechanical Room)	117	PCB Bulk Material
PCB-PC-11	AB50340-11	White Paint to CMU Walls	1,900	PCB Material
PCB-PC-12	AB50340-12	Grey Paint to Electrical Room Door	29.7	Non-Regulated
PCB-PC-13	AB50340-13	Teal Paint to Crane (Main Area)	110	PCB Bulk Material
PCB-PC-14	AB50340-14	Yellow Paint to Crane (Screening Chamber)	71	PCB Bulk Material
PCB-PC-15	AB50340-15	White Paint to Ceiling (Mezzanine Storage)	28	Non-Regulated
PCB-PC-16	AB50340-16	Blue Paint to Window Frame (Mezzanine Storage)	14	Non-Regulated
PCB-PC-17	AB50340-17	Grey Paint to Pump Piping (Sub-1)	4.1	Non-Regulated
PCB-PC-18	AB50340-18	Yellow Paint to Hand Rails	133	PCB Bulk Material

TABLE 4
SUMMARY OF PCB ANALYSIS
NYCDEP PS-DES-5 PAERDEGAT PUMPING STATION UPGRADES
6080 FLATLANDS AVENUE, BROOKLYN, NY
MATRIX NO. 20-121

MATRIXNEWORLD
Engineering Progress

Sample No.	Lab No.	Material	Results (mg/Kg)	Classification
PCB-PC-19	AB50340-19	Yellow Paint to Hand Rails	1.0	Non-Regulated
PCB-PC-20	AB50340-20	Grey Paint to Equipment (MCC Room)	< 5.0	Non-Regulated
PCB-PC-21	AB50340-21	Blue Paint to Equipment (HVAC Room)	24.4	Non-Regulated
PCB-PC-22	AB50340-22	Yellow Paint to Hand Rails / Stairs (HVAC Room)	228	PCB Bulk Material
PCB-PC-23	AB50340-23	Red Paint to Sprinkler Piping (Storage Room)	10.4	Non-Regulated
PCB-PC-24	AB50340-24	Paint to Equipment (Screening Chamber)	3.7	Non-Regulated
PCB-PC-25	AB50340-25	White Paint to Structural Supports (Screening Chamber)	13.9	Non-Regulated
PCB-PC-26	AB50340-26	Green Paint to Equipment (Fan Room)	14.1	Non-Regulated
PCB-PC-27	AB50340-27	Blue Paint to Structural Supports	39	Non-Regulated
PCB-PC-28	AB50340-28	Black Paint to Original Windows / Doors	173	PCB Bulk Material
Caulking Materials				
PCB-HA-01	AB50340-29	(Black) Exterior Caulk	3.2	Non-Regulated
PCB-HA-07	AB50340-30	(Grey) Pad Caulk	< 0.25	Non-Regulated
PCB-HA-41	AB50340-31	Coping Stone Caulk (West/East Roofs)	1.47	Non-Regulated
PCB-HA-42	AB50340-32	Cap Flashing Caulk (West/East Roofs)	< 0.25	Non-Regulated
PCB-HA-46	AB50340-33	(Black) Exterior Caulk (West/East Roofs)	8.3	Non-Regulated
PCB-HA-49	AB50340-34	(White) Exhaust Base Caulk (West/East Roofs)	< 1.0	Non-Regulated
PCB-HA-58	AB50340-35	Sidewalk Expansion Joint Caulk	0.64	Non-Regulated
PCB-HA-59	AB50340-36	Residual Window Caulk	2.34	Non-Regulated

TABLE 4
SUMMARY OF PCB ANALYSIS
NYCDEP PS-DES-5 PAERDEGAT PUMPING STATION UPGRADES
6080 FLATLANDS AVENUE, BROOKLYN, NY
MATRIX NO. 20-121

MATRIXNEWORLD
Engineering Progress

Sample No.	Lab No.	Material	Results (mg/Kg)	Classification
PCB-HA-66	AB50340-37	Caulk to Roof Pads	< 0.91	Non-Regulated

TABLE 5
SUMMARY OF UNIVERSAL AND HAZARDOUS WASTES
NYCDEP PS-DES-5 PAERDEGAT PUMPING STATION UPGRADES
6080 FLATLANDS AVENUE, BROOKLYN, NY
MATRIX NO. 20-121

MATRIXNEWORLD
Engineering Progress

Line Item	Description	Location	Proper Shipping Name	Details			Estimated Quantity
				Hazard Class	UN No.	Packing Group	
1	Compact Fluorescent Lamps	Building Exterior	Universal Waste	-	-	-	4
2	High Intensity Discharge (HID) Flood Lamps		Universal Waste	-	-	-	4
3	Exit Sign Batteries	Building South Entrance Vestibule	Universal Waste	-	-	-	1
4	Exit Sign Lamp		Universal Waste	-	-	-	1
5	Fire Extinguisher		Contact FDNY	-	-	-	1
6	Fluorescent Lamps		Universal Waste	-	-	-	10
7	Fluorescent Lamp Ballasts		Polychlorinated biphenyls, solid	9	UN3432	II	5
8	Fluorescent Lamps	Bathroom	Universal Waste	-	-	-	2
9	Fluorescent Lamp Ballasts		Polychlorinated biphenyls, solid	9	UN3432	II	1
10	Fire Extinguisher	Mechanical Equipment Room	Contact FDNY	-	-	-	2
11	Emergency Light Lamp		Universal Waste	-	-	-	2
12	Emergency Light Batteries		Universal Waste	-	-	-	1
13	Exit Sign Batteries		Universal Waste	-	-	-	1
14	Exit Sign Lamp		Universal Waste	-	-	-	2
15	Fluorescent Lamps		Universal Waste	-	-	-	18
16	Fluorescent Lamp Ballasts		Polychlorinated biphenyls, solid	9	UN3432	II	9
17	Exit Sign Batteries	MCC Room	Universal Waste	-	-	-	3
18	Exit Sign Lamp		Universal Waste	-	-	-	6
19	Emergency Light Lamps		Universal Waste	-	-	-	8
20	Emergency Light Batteries		Universal Waste	-	-	-	4
21	Fire Extinguisher		Contact FDNY	-	-	-	2
22	Fluorescent Lamps		Universal Waste	-	-	-	32
23	Fluorescent Lamp Ballasts		Polychlorinated biphenyls, solid	9	UN3432	II	16
24	TOPAZ Air Conditioners		Chlorodifluoromethane	2.2	UN1018	-	2
25	HID Lamps	Ground Floor Main Area	Universal Waste	-	-	-	12
26	Exit Sign Batteries		Universal Waste	-	-	-	3
27	Exit Sign Lamp		Universal Waste	-	-	-	6
28	Fire Extinguisher	Ground Floor Main Area	Contact FDNY	-	-	-	1
29	Emergency Light Lamps		Universal Waste	-	-	-	12

Notes:
Consult the USDOT *Z Table* for additional information.
RCRA/USDOT HAZMAT exemptions may apply.

TABLE 5
SUMMARY OF UNIVERSAL AND HAZARDOUS WASTES
NYCDEP PS-DES-5 PAERDEGAT PUMPING STATION UPGRADES
6080 FLATLANDS AVENUE, BROOKLYN, NY
MATRIX NO. 20-121

MATRIXNEWORLD
Engineering Progress

Line Item	Description	Location	Proper Shipping Name	Details			Estimated Quantity
				Hazard Class	UN No.	Packing Group	
30	Emergency Light Batteries	Ground Floor Main Area	Universal Waste	-	-	-	6
31	Unused AC Window Units (Refrigerant Gas)		Chlorodifluoromethane	2.2	UN1018	-	2
32	Fluorescent Lamps	HVAC Room	Universal Waste	-	-	-	8
33	Fluorescent Lamp Ballasts		Polychlorinated biphenyls, solid	9	UN3432	II	4
34	Fluorescent Lamps	Storage below HVAC Room	Universal Waste	-	-	-	12
35	Fluorescent Lamp Ballasts		Polychlorinated biphenyls, solid	9	UN3432	II	6
36	Fluorescent Lamps	Storage Rooms below Main Area	Universal Waste	-	-	-	24
37	Fluorescent Lamp Ballasts		Polychlorinated biphenyls, solid	9	UN3432	II	12
38	Fluorescent Lamps	Stairwell to Mezzanine	Universal Waste	-	-	-	4
39	Fluorescent Lamp Ballasts		Polychlorinated biphenyls, solid	9	UN3432	II	2
40	Fluorescent Lamps	Mezzanine	Universal Waste	-	-	-	4
41	Fluorescent Lamp Ballasts		Polychlorinated biphenyls, solid	9	UN3432	II	2
42	Emergency Light Lamps		Universal Waste	-	-	-	4
43	Emergency Light Batteries		Universal Waste	-	-	-	2
44	Fluorescent Lamps	Mezzanine Storage East	Universal Waste	-	-	-	12
45	Fluorescent Lamp Ballasts		Polychlorinated biphenyls, solid	9	UN3432	II	6
46	Fluorescent Lamps	Mezzanine Storage West	Universal Waste	-	-	-	6
47	Fluorescent Lamp Ballasts		Polychlorinated biphenyls, solid	9	UN3432	II	3
48	AC Window Units (Refrigerant Gas)		Chlorodifluoromethane	2.2	UN1018	-	1
49	Fluorescent Lamps	Upper Mezzanine	Universal Waste	-	-	-	22
50	Fluorescent Lamp Ballasts		Polychlorinated biphenyls, solid	9	UN3432	II	11
51	Fluorescent Lamps	First Level Below Ground Stairwell	Universal Waste	-	-	-	2
52	Fluorescent Lamp Ballasts		Polychlorinated biphenyls, solid	9	UN3432	II	1
53	Emergency Light Lamps		Universal Waste	-	-	-	2
54	Emergency Light Batteries		Universal Waste	-	-	-	1
55	Fluorescent Lamps	First Level Below Ground	Universal Waste	-	-	-	22
56	Fluorescent Lamp Ballasts		Polychlorinated biphenyls, solid	9	UN3432	II	11
57	Emergency Light Lamps	Second Level Below Ground Stairwell	Universal Waste	-	-	-	2
58	Emergency Light Batteries		Universal Waste	-	-	-	1

Notes:
Consult the USDOT *Z Table* for additional information.
RCRA/USDOT HAZMAT exemptions may apply.

TABLE 5
SUMMARY OF UNIVERSAL AND HAZARDOUS WASTES
NYCDEP PS-DES-5 PAERDEGAT PUMPING STATION UPGRADES
6080 FLATLANDS AVENUE, BROOKLYN, NY
MATRIX NO. 20-121

MATRIXNEWORLD
Engineering Progress

Line Item	Description	Location	Proper Shipping Name	Details			Estimated Quantity
				Hazard Class	UN No.	Packing Group	
59	Fluorescent Lamps	Second Level Below Ground	Universal Waste	-	-	-	18
60	Fluorescent Lamp Ballasts		Polychlorinated biphenyls, solid	9	UN3432	II	9
61	Emergency Light Lamps		Universal Waste	-	-	-	4
62	Emergency Light Batteries		Universal Waste	-	-	-	2
63	Fluorescent Lamps	Third Level Below Ground	Universal Waste	-	-	-	6
64	Fluorescent Lamp Ballasts		Polychlorinated biphenyls, solid	9	UN3432	II	3
65	Emergency Light Lamps		Universal Waste	-	-	-	2
66	Emergency Light Batteries		Universal Waste	-	-	-	1
67	Fluorescent Lamps	Screening Chamber	Universal Waste	-	-	-	6
68	Fluorescent Lamp Ballasts		Polychlorinated biphenyls, solid	9	UN3432	II	3
69	Exit Sign Batteries		Universal Waste	-	-	-	1
70	Exit Sign Lamps		Universal Waste	-	-	-	2
71	HID Lamps	Lower Screening Chamber	Universal Waste	-	-	-	3
72	Fluorescent Lamps	Upper Wet Well	Universal Waste	-	-	-	6
73	Fluorescent Lamp Ballasts		Polychlorinated biphenyls, solid	9	UN3432	II	3
74	Fire Extinguisher		Contact FDNY				1
75	Fluorescent Lamps	Fan Room	Universal Waste	-	-	-	16
76	Fluorescent Lamp Ballasts		Polychlorinated biphenyls, solid	9	UN3432	II	8
77	Exit Sign Batteries		Universal Waste	-	-	-	1
78	Exit Sign Lamps		Universal Waste	-	-	-	2

Notes:
Consult the USDOT *Z Table* for additional information.
RCRA/USDOT HAZMAT exemptions may apply.

SECTION 01 35 55 – SITE SECURITY
CONTRACT PS-318

PART 1 GENERAL

1.01 SUMMARY

A. Section Includes

1. Site Security Procedures
2. Site Video Surveillance
3. Security Guard Services

B. Contractor shall comply with all Site Security Procedures described herein.

C. The Contractor shall provide electronic safety and security equipment for physical security, access control, intrusion detection and video surveillance purposes as specified and directed by the Engineer.

D. The Contractor shall furnish personnel, uniforms, equipment and supplies necessary to provide Security Guard Services at the Site, as described herein. The services shall be provided as specified and as directed by the Engineer.

E. The following index of this Section is presented for convenience:

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1.02 PAYMENT

A. No separate payment shall be made for performing any Work required under this Section. All costs for Work required by this Section shall be included in the applicable lump sum, unit price(s) or allowance(s) as set forth in Section 01 27 00 – Measurement and Payment.

1.03 RELATED SECTIONS

A. Not Used

1.04 REFERENCES

A. Definitions

1. Visitor: A person visiting the Project Site who is not employed by the Department of Environmental Protection, New York Police Department, Fire Department of New York, emergency medical services, the Contractor, or Subcontracted to the Contractor.

1.05 DESCRIPTION

A. Site Video Surveillance

1. The Contractor shall provide Site video surveillance to cover the Project area. Site video surveillance shall be provided 24 hours per day, 7 days per week, 365 days per year.

2. Site video surveillance recordings and live viewing capability shall be available via internet browser for the duration of the Project and at the direction of the Engineer.

3. Access to Site video surveillance at all times shall be provided to the Engineer, DEP Police Chief, and DEP Police Deputy Chief.

4. Site video surveillance shall be password protected.

a. Each user must have a unique user ID and password to login. Shared or generic accounts are prohibited.

b. All user accounts should be standard accounts with the minimum necessary access. Administrative access should only be granted where absolutely required.

c. Passwords must be a minimum of 8 characters for regular account and 15 characters for administrator privilege account, containing at least one upper case letter, one lower case letter, one number and one special character.

d. Login credentials must be removed for any user whose responsibilities on the project change, making it unnecessary to have video access and/or those whose involvement with the Project ends.

5. DEP will have the option to make Site video surveillance equipment and system permanent at end of construction.

B. Prior to the start of Work, the Contractor shall appoint a Security Point of Contact (SPOC) to liaise with DEP Bureau of Police and Security (BPS) on all security related matters. An alternate SPOC (ASPOC) shall also be appointed by the Contractor in the case of SPOC absence or unavailability. SPOC/ASPOC will be responsible for ensuring Site security compliance.

C. Security Guard Service

1. The Contractor will be directed in writing by the Engineer as to the date of commencement of the security services two (2) weeks prior to starting the actual services. Once the Security Guard Service starts, it shall remain in continuous operation until Project Closeout.

2. The Contractor shall employ Security Guard Services specifically and exclusively to safeguard the Site and prevent access by unauthorized persons in accordance with General Conditions, Article 9. The Security Services shall be provided 24 hours per day, 7 days per week, 365 days per year. The Security Services shall include at least one (1) uniformed security guard per shift.

3. Guards shall be stationed at a guard booth.

4. Guards shall be unarmed.

5. The security guard shall be provided based on an 8-hour shift. No security guard shall be scheduled by the Contractor for more than twelve (12) hours in any twenty-four (24) hour period, including placements at other assignments.

6. The Contractor shall be responsible for the necessary supervision of the guards and shall make unannounced visits to the property, for the purpose of monitoring each guard's performance.

   a. Supervision of all security personnel must also be provided by the entity that directly employs them.

7. All security personnel must pass a security clearance from the DEP Police Detective Bureau and obtain a DEP Non-Employee Photo Identification Card. DEP Non-Employee Photo Identification Cards will be issued by DEP Police Detective Bureau or at the DEP Security Office, 96-05 Horace Harding Expressway, Corona, NY.

   a. Security clearances are valid for one year after which re-clearance is required.

   b. DEP Non-Employee ID Card must be worn on the outermost garment and fully displayed by all security personnel while on Site.

   c. New York State Guard Licenses must be in possession of the guard while on duty and presented on demand when requested by an authorized person.

8. The Contractor shall ensure that meal breaks are provided for each guard and shall provide a relief guard during the guard's meal break.

    a. This requirement may be waived by the Engineer during non-working construction hours as long as the Site can be satisfactorily secured, i.e. gates/doors locked, interior alarm system activated.

    b. Guard will be required to punch out upon taking break, and punch in at the end of break.

9. Contractor and/or Security Guard Company shall have trained back-up guards and supervisors available to ensure continuous, uninterrupted service in the event a guard and/or supervisor is not present for duty.

10. All Work pursuant to this Contract shall be performed in compliance with all applicable Federal, State, and local laws and regulations.

11. Security guard shall have a means of communications to contact 9-1-1, DEP Police where applicable, and any emergency contacts that DEP may provide at all times.

    a. If a cell phone is used for communication, this designated phone must remain with the post at all times while security coverage is being performed.

12. If the Site security procedures require, in addition to performing security functions, each security guard may be expected to perform the duties of a Fire Guard and be certified as such per Section 1.06 (A)(2)(n).

1.06 QUALITY ASSURANCE

A. Qualifications for Security Guards

1. The Contractor shall employ a Security Service Firm that is fully licensed under New York State Law to provide the required security guards. The Contractor shall provide a copy of a valid New York State Guard Service License prior to commencement of the Work.

    a. The Security Guard Firm may not subcontract any of the Work.

    b. The collaboration of two or more Security Guard companies as a joint venture is permissible as long as there is a common name and uniform with an established single responsible person in charge or all security personnel posted.

    c. Comply fully with the New York State General Business Law (GBL) Article 7 and 7-A Entitled Security Guard Act.

    d. Possess a valid license issued by the New York State Department of State ("NYSDOS License"), to act as a Private Investigator or Watch Guard and Patrol Agency.

e. Be fully licensed under New York State Law General Business Law Article 7, Section 70, and Licenses Paragraph Number 2 entitled Private Investigators and Watch, Guard and Patrol Agencies, and Article 8 entitled Process Server to provide the required security guards. The Contractor shall provide a copy of the NYSDOS eleven (11) digit unique identification number prior to commencement of the Work.

f. The City will immediately terminate the Subcontract and Contractor shall engage a new Subcontractor if the NYSDOS License is suspended or revoked for any reason. The Contractor cannot substitute another Private Investigator and Watch, Guard or Patrol Agency License if the Subcontractor's NYSDOS license is suspended or revoked.

g. The Security Service Firm shall have been engaged in the business of providing uniformed security guard services for a minimum of five (5) years and shall provide details of this experience prior to commencement of the Work.

2. The Contractor shall ensure that all assigned security guards are licensed security guards registered under New York State law and meet the following criteria:

a. Guards shall be at least eighteen (18) years of age.

b. Possess a high school diploma or possess a General Equivalency Diploma.

c. Have at least one year of experience as a Uniformed Unarmed Security guard including a minimum of 1,750 hours of service, preferably in a similar setting. This requirement can also be waived by the BPS Security Division at its discretion or for candidates with prior military service with an honorable discharge (DD214).

d. Possess a valid current New York State issued Driver License, Learner's Permit or Non-Driver I.D. card.

e. Have a current New York State Security Guard License

f. Possess and maintain valid Certification for the specific position to which they are assigned. Some examples include: FDNY Handle Motor Fuel-Gas Station P-15 Certification, Certificate of Fitness for Fireguard Shelters F-44, or MARSEC (Maritime Security)/TWIC Transportation Worker Identification Credential certifications. The Contractor is responsible for determining and complying with correct certification.

g. Guards shall be able to understand, speak, read, and write English fluently. They shall be able to intelligently communicate with Visitors and prepare accurate written reports of any incidents.

h. All guards shall have undergone fingerprinting pursuant to New York Department of State, Division of Licensing Services regulations.

i. Guards shall be in excellent physical condition and shall supply medical certification of fitness and good health prior to assignment. This shall include an annual medical examination including a urine drug screen test performed by a licensed testing laboratory approved by the City. The drug screen test shall test for the following substances: amphetamines, barbiturates, benzodiazepines, cocaine, marijuana, methadone, methaqualone, opiates, PCP's propazphene.

j. Guards shall have no record of mental illness, history of residence in a psychiatric institution, or history of drug or alcohol abuse.

k. Guards shall not have been convicted of a felony or other criminal offense which in the NYS Department of State determination would inhibit the guard's ability to perform the duties of a security guard in a reliable, competent, and trustworthy manner in accordance with the Contract Documents.

l. Guards shall perform their duties in full uniform.

m. Guards shall possess an OSHA Construction Safety and Health certificate (10 hour minimum)

n. Guards must have the appropriate Fire Guard Certification applicable to the construction Site they are assigned to. Contractor is required to determine certification required by the local authority having jurisdiction. (Examples of such certifications include Certificate of Fitness (CoF) F01 – Citywide Fire Guard for Impairment, F02 - Fire Guard of Shelters, F60 – Fire Guard for Torch Operations, F92 – Supervise and Fire Guard Boatyards and Marinas).

3. Any security guard found not to meet the above qualifications shall be immediately replaced within 24 hours upon the direction of the Engineer. The replacement shall be made so that no interruption in security guard coverage takes place.

B. Training

1. Contractor shall ensure that all guards employed under this Contract receive training as per Article 7-A, Section 89-n of the New York State General Business Law and the New York State Security Guard Act of 1992.

2. All Site security personnel must have received the following training prior to posting:

a. State-Required training:

1) 8 Hour Pre-Assignment;

2) 16 Hour OJT (on the job training); and

3) Current 8 Hour Annual.

b. Training must also include the following:

1) Proper confrontation to include procedures for courteous reception and questioning of individuals, procedures to restrict ingress and egress routes while maintaining a professional bearing and decorum, and procedures to conduct body and package searches in an appropriately non-aggressive and inoffensive manner;

2) Radio communication principals and radio use;

3) Legal restriction of arrests, searches and seizures for New York State;

4) Use of force for New York State;

5) Procedures to be followed in reporting a violation of law to a duly constituted law enforcement agency;

6) Procedures for reporting an unusual occurrence incident, including familiarization of the incident report and the "who, what, when, where and why" method of reporting;

7) Recognition of security and safety hazards, and fire protection and prevention including fire alarm procedures;

8) Appropriate use of installed fire equipment and emergency evacuation procedures;

9) Emergency response and evacuation procedures;

10) Bomb threat procedures;

11) Fire alarm procedures and appropriate use of installed fire equipment;

12) Ethics and law;

13) Identifying and reporting sexual harassment and discrimination and workplace violence;

14) Prohibition of Fraternizing with DEP's and contractor's staff and visitors;

15) Terrorism Awareness Training;

16) Observation and detection of potential hostile surveillance;

17) Operation of an x-ray machine;

18) Operation of proper screening with a magnetic wand;

19) Operation of a magnetometer (walk through metal detector);

20) Operation of electronic barriers and gate; and

21) Control center operations where applicable.

3. Copies of all applicable training materials, including examinations, must be provided anew to DEP whenever changed.

4. Records of training sessions must be maintained by the Contractor. Copies of training session records must be sent to DEP Project Manager within seventy-two (72) hours of the completion of training.

5. Prior to posting, all security guards must receive a site specific 2-hour orientation conducted by the DEP BPS Security Manager and/or authorized representative(s).

   a. This requirement may be waived on a site-by-site basis at the discretion of DEP BPS Director of Security and/or appointed authorized representative(s).

   b. Subsequent security guards assigned to the Site after the beginning of security coverage shall receive a similar orientation by the Contractor SPOC/ASPOC. The Contractor must appoint a "Trainer" to conduct orientations for future security personnel assigned to the Site.

6. 2-Hour Orientation - Requirements

   a. Security Personnel Requirements

      1) Roster of 6 security guards shall be sent to initial training, to account for future sick time, vacation time, resignations, etc. at the post.

      2) Attendees shall possess a NYS Security Guard License.

      3) Inquire if any are active or retired Police Officers and of gun possession.

      4) Authorized representative of security company shall be in attendance.

      5) Prime Contractor SPOC or authorized representative shall be in attendance.

   b. Other Requirements

      1) Temporary guard booth shall be in place and powered.

      2) 24-hour means to communicate with 911 and DEP Police Ashokan, Eastview, or Hillview Precinct (if upstate or at designated In-City sites).

      3) Working flashlight must be available.

4) 24-hour contact information for Security Company shall be provided.

5) Means of time accountability shall be in place, i.e., time clock that is punched every hour and generates report.

7. 2-Hour Orientation Agenda must include at a minimum:

a. Introduction

b. General Requirements:

1) Expectations and responsibilities for security officers

2) Review of requirements

c. Specific Post Orders

1) Requirements of the site(s)

2) Patrol / Access Control Procedures

3) What to look for

4) How to contact DEP Police (at sites where applicable)

5) Use of Log Book

6) Recording Key Punches

7) Reporting Spills

8) Evacuations

d. Tour of Site(s):

1) Familiarization of post and surrounding area

e. Distribution of Security Post Orders:

1) Contractor Security Point of Contact (SPOC)/(ASPOC)

2) Authorized Security Company Representative

3) Post

f. Acknowledgement Statement Form: Upon the completion of the orientation, the following must sign the form:

1) Security Guard(s)

2) Authorized Security Company Representative

3) Contractor (SPOC)/(ASPOC)

a) The originals shall be submitted to the Engineer.

8. Annual Training Requirements:

a. 8-Hour Annual In-Service Training (all security personnel both armed and unarmed)

b. 8-Hour Annual Firearms Training (all armed security personnel)

C. Qualifications for Security Guard Supervisors

1. In addition to meeting all the qualification requirements of a Uniformed Unarmed Security Guard, Supervisors shall meet all of the following qualifications:

a. Be at least 21 years old;

b. Have at least one year of supervisory experience in any field; and

c. Have a minimum of two (2) years of additional experience in any one or any combination of the following:

1) Experience as a security guard with a documented successful work history

2) Experience as an armed guard/watchman

3) Experience in the Armed Forces, Military Reserves, National Guard or as a State Guard, with honorable discharge or equivalent

4) Experience as a probation officer, corrections officer, police officer, or park ranger, attendance at an accredited institution of higher learning in criminal justice, police science or a related field completion of 24 credits may be substituted for one year of required service.

D. Standards of Conduct

1. Contractor(s) shall ensure and certify that all assigned staff complies with the following:

a. Meet the requirements of all federal, state, and local laws, including the N.Y.S. General Business Law § 70 et seq. and § 89-e et seq., and any successor legislation, including but not limited to, the satisfactory completion of the specified fingerprint checks.

b. Have no physical conditions that would hamper the performance of assigned duties.

c. Be able to stand for a minimum of four (4) consecutive hours.

d. Be free from communicable disease.

e. Hear within normal speech range and volume.

f. Possess a valid social security number.

g. Not be under indictment for any felony or any other offense specified in the N.Y.S. General Business Law §§ 81 or 89-h.

h. Be physically able to wear and to be properly trained in the use of all protective equipment.

i. Possess mental alertness and emotional stability.

j. Have passed a background investigation conducted by the Contractor(s), consisting of: FBI fingerprint check; seven (7) year prior employers check; out-of-state criminal records check; personal references check; New York State criminal background checks; and driver's license check.

k. Have tested negative, both prior to employment and on an annual basis thereafter, to random Controlled Substance Use (CSU) testing, for the presence of the following substances and/or their metabolites on a clinical drug test administered by a lab licensed by the State of New York to administer such examinations: amphetamines; barbiturates; benzodiazepines; cocaine; cannabinoids; methadone; methamphetamines; opiates; phencyclidine; propoxyphene; and tricyclic antidepressants. Copies of the test results must be placed in the employee's personnel file and be provided to the User Agency upon request.

l. Annual CSU testing required under these Contract(s) will be of a random nature, whereby CSU testing is carried out each year on a random date, without prior notification to the respective employee or their supervisor.

m. All CSU testing will be conducted in accordance with all legal standards, as required under Local, State, and/or Federal laws for the industry.

n. All Security Personnel testing positive will be immediately removed from their post and eliminated from any future assignments under this Contract.

o. In the event a security guard is required to ingest prescription medication, it is the Contractor's responsibility to ensure that the guard is fit for duty and that the appropriate documentation is made available to the DEP. Such medication must be carried in the original prescription container, with the pharmacist's label affixed thereto. specifying the pharmacy name, prescription number, doctor's name, drug name and control number. Additionally, it is the Contractor's responsibility to ensure that guards are not assigned for duty while under the influence of any medication that could impair their ability to carry a firearm and/or perform required job duties.

1.07 SUBMITTALS

A. Within 14 days after the Notice to Proceed, the Contractor shall submit to the Engineer the Security Surveillance Plan for approval.

B. Within thirty (30) days of the Notice to Proceed, the Contractor shall submit to the Engineer the Security Service Firm for approval.

C. Within twenty-four (24) hours of retaining the Security Service Firm, the Contractor shall be required to maintain a personnel folder on each security guard employed under this Contract. Only guards for whom the following information is submitted may be assigned. The folder shall contain the following information:

1. Guard's name
2. Home address
3. Date of birth
4. Duplicate photo ID card
5. Social security number
6. Copy of employment application
7. Copy of New York State Division of Licensing Application Form 307
8. Copy of birth certificate
9. Copy of high school diploma or General Equivalency Diploma
10. Military record (if applicable)
11. Documentation of prior employment
12. Copy of New York State fingerprint card
13. Record of security training, pursuant to the Security Guard Act to include 8-hour annual training for the duration of the Contract
14. Medical certification of fitness and good health
    a. Contractor and/or Security Guard Company shall ensure that all guards and supervisors undergo and pass a physical exam administered by a physician licensed to practice medicine in the State of New York. Such physical exams shall take place no earlier than twenty (20) days before Contractor and/or Security Services Company hires such guard or supervisor.
    b. Contractor and/or Security Services Company shall further ensure that all guards and supervisors currently employed by them, successfully pass an annual post hiring medical examination administered by a physician licensed to practice medicine in New York State. Such annual physical exams shall take place within (30) days of the anniversary date of the prior physical.
15. Drug screen test results for the past 12 months or since employment, whichever is shorter.
16. Result, if any, of criminal record check.

17. Proof of successfully passed security clearance from DEP BPS Police Detective Unit.

D. The above referenced files shall be made accessible and delivered to the Engineer within twenty-four (24) hours of the request.

1.08 DELIVERY, STORAGE, AND HANDLING

A. Reporting

1. All unusual occurrences that require a security guard to take official action must be reported immediately to the police and the Engineer as appropriate.

2. It is the responsibility of the Contractor to keep all reports in a binder according to location.

B. Site Security

1. Additional Security

a. Should the Contractor consider the security requirements outlined above inadequate, it may provide such additional security as it deems necessary. The additional cost of such approved increased protection shall be paid by the Contractor.

b. Nothing contained herein shall diminish in any way the responsibility of the Contractor for safeguarding and protecting its own personnel, work, materials, tools, and equipment.

c. Warning signs, lanterns and other devices shall be provided and maintained as required for protection of the public and Site working personnel. The cost of providing additional Site security shall be included by the Contractor in the price bid for the Contract.

1.09 SPARE PARTS, SPECIAL TOOLS, AND SUPPLIES

A. Not Used

1.10 WARRANTY

A. Not Used

PART 2 PRODUCTS

2.01 MANUFACTURERS

A. Not Used

2.02 MATERIALS / EQUIPMENT

A. Video Surveillance

1. Pan-Tilt-Zoom (PTZ) Cameras

a. Outdoor PTZ IP Security Camera

1) Resolution: 3840 x 2160 UltraHD 4K to 640 x 360.

2) Lens: f=3.9 – 46.8 mm, F1.8 – 2.0 autofocus, automatic day/night, horizontal field of view: 70.7° - 6.2°.

3) Minimum illumination: Color - 0.45 lux at 30 IRE F1.8, B/W – 0.03 lux at 30 IRE F1.8.

4) Pan/tilt/zoom: Pan: 360° endless, 0.05° - 750°/s. Tilt: plus 20 to minus 90°, 0.05° - 500°/s, 12x optical zoom and 12x digital zoom total 144 zoom.

5) Video compression: H.264 (MPEG-4 Part 10/AVC), Motion JPEG.

6) Casing: IK08, IK10 housing and mounting. IP66 and NEMA 4X-rated repaintable metal aluminum casing, polycarbonate clear dome.

7) Power: High Power over Ethernet, max. 37W, High PoE Midspan 1- port: 100-240V AV, max. 74 W.

8) Operating conditions: -40 °F to 140 °F, with 60-W midspan.

b. Outdoor Fixed IR Illuminated Bullet Camera

1) Resolution: 3712x2784 10 MP to 160x90.

2) Lens: Canon 12–48 mm, F1.7–4.0, 4K Horizontal field of view: 90°–21°, Vertical field of view: 49°–12°, 10MP Horizontal field of view: 86°–20°, Vertical field of view: 62°–15°, Autofocus (zoom triggered), auto-iris, automatic day/night.

3) Day and night: Automatically removable infrared-cut filter.

4) Minimum illumination: Color: 0.03 lux at 50 IRE F1.7, B/W: 0.006 lux at 50 IRE F1.7, 0 lux with IR illumination on

5) Video compression: H.264, Motion JPEG.

6) Casing: IP66-/IP67-, and NEMA 4X-rated, IK10 impact-resistant aluminum enclosure with integrated dehumidifying membrane, weather shield with black anti-glare coating Color: White NCS S 1002-B.

7) Power: Power over Ethernet (PoE) IEEE 802.3at Type 2 Class 4, Typical 13.3 W, max 24.0 W.

8) Operating conditions: -40 °F to 140 °F.

2. Analytics

a. Motion detection

1) Onboard Analytics: Include video motion detection.

3. Video Storage

   a. Video storage shall be local recording to a DVR/NVR with both local and internet-based access.

   b. Minimum recording retention time is 30 days.

   c. Power: 24-hour power supply battery backup.

B. Security Guards

1. Uniform and Appearance

   a. The Contractor shall furnish distinctive and appropriate complete uniforms to all security guards and supervisory security personnel at no cost to DEP. All assigned personnel must have standard, matching uniforms. All supervisors' uniforms must be distinctive from guards' uniforms, (i.e., contain different color shirt than guard) and contain rank insignia.

   b. The uniform and appearance shall be as follows:

      1) Uniform shirts (long sleeve or short sleeve, depending on weather conditions). The Contractor(s)' shoulder patch shall be on the sleeves and a security square badge with name plate shall be worn on the front;

      2) Uniform trousers;

      3) A black tie (snap or button type only);

      4) Black shoes;

      5) For staff assigned indoors, a uniform blazer with the Contractor's shoulder patch on the left breast pocket and a metal badge with name plate to be worn on the front;

      6) For staff assigned outdoors, a uniform jacket with the Contractor's shoulder patch on the sleeves and a metal badge with name plate to be worn on the front, and a cap with badge (baseball style caps are acceptable) – the cap must be worn front-facing and "squared," not tilted or slanted;

      7) Appropriate clothing for inclement weather, i.e. rain boots, rain coat, winter hat (must clearly identify the wearer as a security guard); and

      8) Appropriate safety equipment that site requires in performance of duties, i.e. hard hat, safety vest, safety goggles, steel toed boots (must clearly identifies the wearer as a security guard.).

   c. All items of uniform shall be maintained in a clean, well pressed condition.

d. Contractor must provide appropriate fitting uniform for guards who are pregnant.

2. Equipment

a. Working flashlight – with replacement batteries available

b. Post Log Book

1) Contractor shall provide log books according to specifications: 8.5 inches by 14 inches hard covered bound with lined pages inside

2) Must be present and remain at security post.

3) All log entries made by security officers must be in permanent black ink. Use of correction fluid such as Wite-Out is not permitted. Mistakes in entries are to have a single line drawn through them and initialed.

4) Security Supervisors and those charged with overseeing security at a site (SPOC/ASPOC) must sign their names and entry and exit times in the logbook in red ink.

5) Log books shall be continuously maintained by Contractor's personnel and shall contain the following chronological entries:

a) Signature of each employee coming on duty;

b) Signature of each employee going to and from meal breaks;

c) Signature of each employee going off duty;

d) Results of all patrols;

e) Documentation of all incidents, which must include the following:

(1) Time of incident(s)

(2) Description of incidents and their outcome

(3) An account of Security Guard actions during the incident(s)

(4) Names of persons and/or entities contacted, arrival and departure times of any police units, fire department and/or other respondents, and signatures of the Contractor(s)' supervisory personnel, and DEP Project Manager and DEP Director of Security and/or appointed authorized representative.

(5) Notations of Security Guard actions during the incident(s)

f) Names of persons and/or entities contacted, arrival and departure times of any police units, fire department and/or other respondents, and signatures of the Contractor(s)' supervisory personnel, and DEP Project Manager and DEP Director of Security and/or appointed authorized representative;

g) Notations of supervisory visits during any shift must include arrival and departure times, nature of visits and areas visited;

h) Notes of all occasions when vehicles or personnel representing the NYC Police Department, the NYC Sheriff's Department or the New York State Police are observed entering or are present at User Agency sites. Notes must include the license plate numbers or vehicle numbers, if possible, time spent on and off the grounds, and details of any conversations held;

i) Notes of any emergency situations that occur and an account of all developments and their resolution; and

j) Documentation of inquiries from news media, radio, or TV. All inquiries from Press, news media, radio or TV, etc., shall be directed to contact the DEP Press Office at (718) 595-7867

6) Log Books are the property of DEP and must be submitted to the designated DEP representative if so requested.

7) Only persons directly involved with security operations are authorized to read log book. Only authorized persons may remove log book from Site. Authorized persons are Bureau of Police and Security and OIG. Notification of removal and new location must be made to all parties above by authorized person removing log book.

8) When completely filled, it must be turned over to most senior DEP Person in charge of security at the Site for proper storage (or DEP Resident Engineer).

C. Communication Equipment

1. Contractor shall possess device systems for use at each Site as defined. In any facility or location where two or more guards are assigned to work simultaneously, the Contractor shall provide portable hand-held two-way radios for use by each guard. Contractor shall also provide appropriate training and accessories such as batteries, chargers, and carrying cases.

Such radios shall be fully operational at all times. The radio must be fully charged at the beginning of each shift. Such radios shall be licensed by the Federal Communication Commission (FCC) on a business or public safety band. Such radios and accessories shall be provided in sufficient quantities to ensure that there is at least one operable, fully charged radio and case for each guard and supervisor on each shift. DEP must approve all equipment prior to use.

2. DEP's BPS Deputy Commissioner and/or their authorized representative(s) may also require that one or more radios be made available to DEP's management personnel, at no cost to DEP, to maintain contact with the Contractor's security guards on Site and to monitor their radio transmissions. Where radios are required for DEP's personnel, such radios must be made to operate on the same frequency as that assigned to the guards, and will include cases and fully charged operable radios on each shift. Upon completion of service, such radios will be returned to the Contractor.

3. In addition, Contractor shall supply least one (1) working cellular phone capable of transmitting and receiving calls at an assigned post for use by guards on duty. Contractor's personnel shall provide the phone number for the post cell phones to DEP before each shift. All expenses associated with the use of cellular phones are to be assumed by the Contractor.

4. At Sites with no radio or cellular communication capability, Contractor shall provide a communication methodology to meet DEP's minimum requirements for guards to contact 911 and necessary notifications at no additional cost to the City.

5. All communication equipment must be in good operating condition and shall be supplied with a necessary back-up source.

6. The communications equipment must be tested regularly to ensure its functionality at the Site. If not functioning, the Contractor is required to replace it within four hours. Testing and equipment replacement must be noted in the post log book.

D. Electronic Timekeeping/Guard Tour System

1. Provide Timekeeping/Guard Tour system (electronic, turnkey acceptable if conditions do not warrant electronic) that is accessible to DEP BPS Security Division when requested.

2. Must be able to operate in an all-weather environment.

3. Records of all tours are the property of DEP and must be made available and accessible to DEP Project Manager and BPS Security Division when requested.

2.03 FABRICATION / ASSEMBLING / FINISHES

A. Not Used

2.04 SOURCE QUALITY CONTROL / SHOP TESTS

A. Not Used

PART 3 EXECUTION

3.01 EXAMINATION / PREPARATION

A. Not Used

3.02 APPLICATION

A. Security Guard Duties and Responsibilities

1. Security guards shall use discretion, courtesy, tact, and necessary force when protecting DEP locations.

2. Reporting to Post – all security guards reporting to post shall:

a. Arrive at scheduled starting time neat and professional in appearance;

b. Be in complete uniform displaying company logo;

c. If arriving at post for first-time contact the most senior DEP person on Site responsible for security or Contractor SPOC/ASPOC;

d. Obtain any other necessary information from prior shift;

e. Review Post Log Book from previous shift and print their name. Identify and be familiar with:

1) Summary of incidents that took place the previous shift

2) Ongoing situations

3) Actions pending

4) Special instructions

5) Check all required post equipment to make sure it is in working order. Report to most senior DEP person on Site responsible for security, prime contractor SPOC/ASPOC, and your company supervisor any equipment not working. Enter all information in Post Log Book;and

f. Safeguard all keys and equipment used during the normal course of their duties:

1) A working phone both landline and/or cellular or Nextel

2) A working two-way radio if used
3) A working flashlight
4) Whistle
5) Log Book
6) Pen(s)
7) All job-related contract information including postings
8) Any other equipment assigned related to job duties, i.e. keys.

3. Post Assignment:
   a. Be familiar with all site-specific post orders (can be found at security post);
   b. Follow Log Book procedures as outlined;
   c. Shall protect persons or property from:
      1) Harm
      2) Theft
      3) Other unlawful activity;
   d. Respond to a security system alarm;
   e. Observe, detect, and report unlawful or unauthorized activity;
   f. Control, by street or other patrol service, access to property including:
      1) Employees
      2) Contractors
      3) Visitors
      4) Vehicles
      5) Traffic;
   g. Enforce security policies, rules, regulations and procedures;
   h. Areas of responsibilities can include:
      1) Site buildings
      2) Existing assets
      3) Trailers
      4) Grounds
      5) Appurtenances, and occupants;
   i. Protect areas of responsibility against:

1) Fire
2) Vandalism
3) Theft
4) Loitering
5) Trespass
6) Burglaries/Unlawful Entry
7) Bodily harm
8) Building systems malfunctions and deficiencies (water leaks, open windows, lights out)
9) Hostile surveillance
10) Terrorism threats;

j. Assist in emergency evacuations, both drill and actual – know evacuation routes and primary/secondary assembly areas;

k. Respond to emergencies, summoning assistance and obtaining professional assistance, in accordance with DEP Site procedures, in the event of injury or illness to anyone on the protected premises;

l. Assist DEP and public safety personnel in case of any emergency such as fire, bomb threat, assault, or civil disturbance;

m. Prepare reports to be submitted to DEP on accidents, fires, thefts, breaches in a building's security/ protection, building incidents and potentially hazardous conditions;

n. Perform other such duties as may be prescribed such as:

1) Attend to parking facilities
2) Escort duties
3) Observe/ screen Visitors
4) Issue passes
5) Check IDs
6) Operating vehicle barrier gates, magnetometers, security x-ray machines and handheld security wands
7) Controlling gates, doors and lighting as required;

o. Conduct patrols as required and dictated by site-specific post orders;

p. Upon intrusion by an unidentified person, Security Guards shall make an inquiry as to the authorization to enter the premises and take the necessary action as follows:

1) Provide the individual with temporary identification, or

2) Request the intruder to vacate the premises, or

3) If a threatening situation or criminal activity occurs, notify 911 and DEP Police (if location is upstate or at a designated In-City Site) and other contacts as proscribed by site specific post orders;

q. Security guards going off duty shall pass along all relevant information and instructions to the relieving security guard prior to leaving any post;

r. A post is never to be left unattended without official permission except if at end of tour and no relief is scheduled;

s. Access control: Follow Site specific access control policies:

1) Identify all persons entering and leaving Agency construction locations and may be required to operate X-ray or scanning equipment in the course of maintaining access control, including the inspection of bags, packages, parcels, etc.

2) Perform vehicle inspections (interior, trunk, undercarriage, etc.) during heightened security alerts, or when instructed to do so. Any vehicle entering or exiting a DEP site is subject to a search.

3) Check for valid DEP identification cards of all personnel attempting to enter the Site on foot or in vehicle. Admit only those who are permitted to use this entrance.

4) Verify a person's right to enter the Site with appropriate DEP Site personnel and/or prime contractor SPOC/ASPOC if identification card cannot be presented or is expired. Confiscate any expired identification cards and return to DEP Security Office if post is In-City or DEP Police Detective Bureau if post is Upstate or at designated In-City Sites

5) Do not assume that anybody wearing an official-looking uniform or is driving a vehicle that appears official has a valid reason to enter the Site. Inquire with appropriate DEP Site personnel and/or Prime Contractor SPOC/ASPOC

6) Make sure that all non-Site personnel (including DEP Employees who do not work at the Site) sign in

7) Deliveries – Follow Site specific delivery procedures. Confirm and verify all deliveries with appropriate DEP Site personnel and/or prime contractor SPOC/ASPOC. Do not automatically assume that anybody wearing an official-

looking uniform has a reason to enter the Site. Inquire with appropriate DEP Site personnel or Contractor SPOC/ASPOC

8) Deny access to unauthorized persons at all specified locations.

9) Removal of Property – Confirm a person's right to remove property from the Site. If uncertain, verify with appropriate DEP Site personnel or Contractor SPOC/ASPOC.

10) Check that Contractors are scheduled to work. Verify names of all contractor personnel, identification, and have all sign in. Have them wait to be escorted by a DEP person or Contractor SPOC/ASPOC unless directed otherwise by appropriate DEP Site personnel or Contractor SPOC/ASPOC;

t. Report all irregularities, suspected irregularities, hazards, and potential hazards to most senior DEP person on Site and /or Contractor SPOC and DEP Police (if location is upstate or at a designated in-City Site):

1) This means:

a) any situation that is not typically part of the normal course of operations observed, heard, or smelled at the Site;

b) Could possibly cause harm to a person;

c) Damage to Site property; or

d) Broken or malfunctioning equipment.

2) Immediately report all safety violations to DEP Project Manager or authorized representative(s)

3) Suspicious Behavior – defined as unexplained conduct. Report all suspicious, unusual, or dangerous activities to DEP Police (if location is upstate or at a designated In-City Site). Report also to most senior DEP person on Site and/or Contractor SPOC/ASPOC

a) This includes vehicles, people, sounds, smells, and spills.

4) In Emergencies, Dial 911 and DEP Police (if location is upstate or at a designated In-City Site at 1-914-593-7500 or 1-888-426-7433 without delay). Also notify most senior DEP person on Site and/or prime contractor SPOC;

u. Press Inquiries / Requests for Information – Do not speak to any news/media/ or press person or any inquisitive citizen regarding any matter or matter of security pertaining to DEP: Instead:

1) Refer to DEP Press Office at (718) 595-7867

2) Notify DEP Police (if location is upstate or at a designated In-City Site) and/or most senior DEP person on Site, and/or prime contractor SPOC.

3) Log all observations and/or incidents occurring in the Post Log Book. Include names of all people notified with and if necessary all 911/EMS operator numbers and police badge numbers;

v. Answer all questions from the DEP regarding events witnessed at their work location, whether or not those events directly involved the performance of their official duties;

w. Submit sworn statements regarding any incident witnessed by the guard involving the commission of a crime or the threat thereof;

x. Surrender to Office of Inspectors General (OIG) and law enforcement any documents, weapons, or other evidence obtained while performing their official duties or while witnessing any events at their work locations during their assigned hours of work; and

y. Cooperate fully with DEP and law enforcement in regard to any investigations, administrative, and/or judicial proceedings resulting from said investigations.

4. Provide name, company, and location while reporting anything or answering post telephones or radios.

5. Upon completion of shift immediately leave the Site and do not remain in the work area.

B. Prohibited Post Behavior

1. While not an exhaustive list, below are examples of behaviors and item possessions that could subject the security guard to immediate and prompt removal from the Contract and even arrest and criminal prosecution.

a. Reporting to work intoxicated or under the influence of any illegal drugs

b. Consuming or possessing alcohol or illegal drugs

c. Smoking inside Security Booth or onsite except in designated smoking areas

d. Being in possession of any non-job related issued weapon, even if legal. No firearms are permitted on DEP Property even with

carrier's permit (exception for appropriately issued weapons to armed guards that are formally approved)

e. Sleeping of any kind or other inattentive behavior

f. Being in non-designated areas of the Site and / or unauthorized use to Site equipment

g. Being on Site when not on duty; guard must vacate Site when shift ends

h. Having personal visitors

i. Making personal phone calls except in an emergency

j. Leaving post without proper notification and authorization

k. Failure to follow job-related directions

l. Possessing or operating any device that distracts from post responsibilities

m. Plugging in of any non-job issued electronic equipment to a Site outlet

n. Revealing details about security procedures or unusual incidents to unauthorized persons

o. Speaking to the press or unauthorized persons

p. Any other conduct or items possessed not listed above that might compromise job performance.

C. Fire Guard Duties and Responsibilities

1. Fire Guards' responsibilities include reducing the threat of fires in a variety of locations within a facility. They are also responsible for ensuring that all fire safety regulations are obeyed.

2. Fire Guards are required when fire sprinklers are not installed or when fire sprinklers are malfunctioning, including at construction Sites.

3. Fire Guards must be present when an automatic fire protection system is shut down while being repaired.

4. Fire Guards shall have ability to manually operate each alarm station on the premises.

5. Duties include, but not limited to:

a. Assist in the evacuation of the location in the event of fire or other critical situation.

b. Provide clear and concise instructions to building occupants to ensure safe and orderly evacuations.

c. In the case of a fire, responsible for activating the fire alarm; notifying the Fire Department and, if applicable, the facility's Fire Safety Director.

d. Direct fire fighters to the scene of the fire.

D. Security Guard Supervisor's Duties and Responsibilities

1. Supervisors shall direct and monitor the performance of security guards at the Sites, as directed by DEP, to ensure that security guards are performing their duties in accordance with the Contract.

2. Supervisors assigned under the Contract shall be the person designated, in writing, to have the authority and training to supervise all levels of employees on a day-to-day basis.

3. The Contractor and/or the Security Services Company shall be responsible for the necessary supervision of the Guards and shall make unannounced visits to the properties for the purpose of monitoring each guard's performance. A Supervisor's Report, summarizing their findings (including times and dates of visit), shall be submitted to the DEP Project Manager on a monthly basis.

4. The Contractor and/or Security Services Company shall provide a supervisor who shall randomly visit the Site at least once per week alternating between all three shifts. The supervisor shall sign in the log book in red ink at the security post provided upon arrival, the DEP visitor log in the DEP Trailer, and communicate with the DEP Project Manager. The supervisor will ensure all employees are present, attentive to their duties, and in conformance with the requirements of the Contract.

5. Supervisors shall make unannounced inspections of guards at the Site a minimum of at least once within a twenty-four (24)-hour rotation in order to ensure that the guards are acting in conformance with terms and conditions of the Contract.

6. Supervisors shall monitor to ensure that the guards are properly uniformed, alert and aware of and performing the required duties.

7. Supervisors shall not simultaneously perform the duties of security guard.

8. A written report, to include the date, time, and results of supervisory inspections shall be transmitted electronically to DEP Project Manager within three (3) days following each inspection. Supervisors shall note their times of arrival and departure in the log book provided by DEP as well as in their Memo Book and must punch in and out on a time clock, if/when required.

E. Rejection/Dismissal of Staff

1. Designated officials of DEP (Project Manager and/or authorized representative(s) may reject staff for any reason.

2. DEP may reject, dismiss, or request removal of any personnel supplied by the Contractor and/or Security Guard Company from their assignment by notifying the Contractor. Upon such notification, Contractor shall be required to remove the employee(s) immediately or by such time as is designated by DEP.

3. Any guard or supervisor who has been rejected by DEP shall not be redeployed to any other DEP Site without written permission of BPS Security Division.

4. Guards and supervisors dismissed from duty must be replaced within four (4) hours of dismissal.

3.03 FIELD TESTING / QUALITY CONTROL

A. Recordkeeping

1. Contractor(s) shall maintain business records pursuant to Rules and Regulations of Title 19 NYCRR, Section 170.8, entitled Business Records for Private Investigator, Watch, Guard and Patrol Agencies. The personnel record for each employee assigned to work hereunder must contain the following and be available for review upon request by DEP.

2. Name and home address

3. Employment application

4. Date of birth

5. Unique employee identification number

6. Color photograph (from photo ID card)

7. Birth certificate

8. High school diploma or GED

9. NYS fingerprint card

10. Record of basic training as required by the NYS Security Guard Act of 1992; FDNY; etc.

11. Medical exam certificate

12. Clinical drug test results to include urine analysis

13. Results of annual drug screening

14. Results of background investigation

15. Color copy of a valid current armed security guard license issued by the State of New York (where applicable)

16. Color copy of a valid current security guard license issued by the State of New York

17. Color copy of a valid current New York State driver's license, or New York State Non-Driver ID Card for those security guards not operating a motor vehicle or who do not have a Driver License

18. Pursuant to the Title 19 NYCRR, Section 170.5, entitled "Principal Business Address," all Contractors shall maintain a principal place of business within New York State, which shall contain the employee and business records for any licensed activities conducted within New York State. A residence may not be considered as a principal business address.

19. The Contractor must provide above records to DEP Project Manager and DEP BPS Security Division upon request.

3.04 STARTUP / DEMONSTRATION

A. Not Used

3.05 ADJUSTING / PROTECTION / CLEANUP

A. Not Used

END OF SECTION

SECTION 01 35 63 – SUSTAINABILITY CERTIFICATION PROJECT REQUIREMENTS

CONTRACT PS-318

PART 1 GENERAL

1.01 SUMMARY

A. This Section describes the Envision requirements of this Project. Work includes environmental and sustainable practice requirements related to the Institute for Sustainability Infrastructure's (ISI) Envision Rating System. A goal of this Project is to construct a facility that meets ISI's Envision Rating System.

B. The intent is for Envision goals to be achieved in a manner that ultimately provides a safe and healthy environment for building occupants and community members with minimal negative impact on the local, regional, and global environment.

C. Attachments

1. Attachment A: Sustainability Construction Envision Documentation

2. Attachment B: Environmental Materials Reporting Form

D. The following index of this Section is presented for convenience:

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1.02 PAYMENT

A. No separate payment shall be made for performing any Work required under this Section. All costs for Work required by this Section shall be included in the

applicable lump sum, unit price(s) or allowance(s) as set forth in Section 01 27 00 – Measurement and Payment.

1.03 RELATED SECTIONS

A. Section 01 14 00 – Work Restrictions

B. Section 01 35 27 – Environmental, Health, and Safety Regulations

C. Section 01 74 20 – Construction Waste Management

1.04 REFERENCES

A. ISI's Envision Version 3 (V3) as released on April 17, 2018, is the Envision framework used and referenced herein.

B. "Pathway A" refers to the Envision V3 compliance pathway being utilized for this Project. Pathway A includes a submission to ISI during 90% Design and a follow-up submission to ISI Post-Construction. The first submission is herein referred to as the ISI Design Submission.

1.05 DESCRIPTION

A. General

1. The Contractor shall comply with sustainability requirements as indicated in this Section, and the Contract Documents. The Contractor shall meet all sustainability requirements as stipulated in Attachment A through the New Material Sustainable Implementation Plan, and the Envision Evidence Documentation.

2. Contractor role within Envision certification:

a. The Contractor shall develop a New Material Implementation Plan and the Envision Evidence Documentation, which will be submitted to the Design Engineer for use as Evidence to support a "Gold" certification.

b. The ISI Design Submission is generated by the Engineer and included in the bid exhibit documents. The ISI Design Submission is expressly excluded from and is not a part of this Contract and is available for information purposes only.

c. The Contractor shall submit evidence as listed in Attachment A - Sustainability Construction Envision Documentation. The Contract Documents are not intended to limit alternative means of achieving Envision requirements. Suggestions from the construction team during Project meetings for implementing sustainability goals are encouraged.

3. All new materials shall be procured in accordance with the Environmentally Preferred Purchasing guidelines per Local Laws 118-121 of 2005.

1.06 QUALITY ASSURANCE

A. The Contractor shall have an Envision Qualified Professional on staff who shall be responsible for Envision issues compliance and coordination.

1. The Envision Qualified Professional shall be an Envision Sustainability Professional (ENV SP). The Envision Qualified Professional shall be responsible for sustainability considerations described in this section including the New Materials Sustainable Implementation Plan and the Envision Evidence Documentation.

1.07 SUBMITTALS

A. New Materials Sustainable Implementation Plan

1. The Contractor shall develop and implement the New Materials Sustainable Implementation Plan for the Project, where new materials refer to any item, supply, equipment, or other physical object being newly purchased for the single-use or long-term use for the duration of the Project.

2. The New Materials Sustainable Implementation Plan shall provide a method for how the Contractor plans to meet the requirements stipulated in Attachment A for recycled material, regional material, and sustainably sourced content.

3. The Contractor shall prepare and submit the New Materials Sustainable Implementation Plan for review and approval by the Engineer thirty (30) days after receipt of Notice to Proceed and prior to the selection of any new materials.

4. The Contractor shall use the Sustainable Material Content Plan (SMCP) as reference for the development of the New Materials Sustainable Implementation Plan. The SMCP is generated by the Engineer and included in the bid exhibit documents. The SMCP is expressly excluded from and is not a part of this Contract and is available for information purposes only.

5. The following equations shall be used to calculate values to input in the Environmental Materials Reporting Form (EMRF) (Attachment B):

a. Equation 1: Percent Recycled Content

$$Percent\ Recycled\ Content = \frac{Estimated\ Material\ Weight\ from\ Recycled\ Source}{Estimated\ Total\ Material\ Weight} \times 100$$

b. Equation 2: Overall Percent Recycled Content

$$Overall\ Percent\ Recycled\ Content = \frac{Estimated\ \ Total\ Material\ Weight\ from\ Recycled\ Sources}{Estimated\ Total\ Project\ Material\ Weight} \times 100$$

c. Equation 3: Percent Regional Content

$$Percent\ Regional\ Content = \frac{Estimated\ Material\ Weight\ Sourced\ Regionally}{Estimated\ Total\ Material\ Weight} \times 100$$

d. Equation 4: Overall Percent Regional Content

$$Overall\ Percent\ Regional\ Content = \frac{Estimated\ Total\ Material\ Weight\ Sourced\ Regionally}{Estimated\ Total\ Project\ Material\ Weight} \times 100$$

e. Equation 5: Percent Sustainably Sourced Content

$$Percent\ Sustainably\ Sourced\ Content = \frac{Estimated\ Material\ Weight\ Sustainably\ Sourced}{Estimated\ Total\ Material\ Weight} \times 100$$

f. Equation 6: Overall Percent Sustainably Sourced Content

$$Overall\ Percent\ Sustainably\ Sourced = \frac{Estimated\ Total\ Material\ Weight\ Sustainably\ Sourced}{Estimated\ Total\ Project\ Material\ Weight} \times 100$$

6. The New Materials Sustainable Implementation Plan shall include estimates of recycled material content, regional material content, and sustainably sourced content as described:

   a. Recycled material content estimate:

      1) Identify the percentage of recycled content of at least five (5) materials which will meet the recycled content requirements as stipulated in Attachment A.

      2) The total recycled material shall be estimated by including the total proposed weight in tons of all new materials and supplies procured for the Work, excluding mechanical equipment, electrical equipment, and plumbing equipment and their components, and excluding plants, soils, rocks, and water.

      3) The estimated recycled content shall be calculated in tons per Attachment B – EMRF.

   b. Regional material content estimate:

      1) Identify the percentage of regional content of at least five (5) materials which will meet the regional content requirements as stipulated in Attachment A.

      2) Regional content shall be defined per material by a distance of the supplier from the Site requirement in radii as the crow flies from the Project Site, as listed in Table 1.

Table 1: Regional Content Requirements

Material	Distance from the Site Requirement
Soils and mulches	50 miles
Aggregates, Sands	50 miles
Concrete	100 miles
Plants	250 miles
Other materials (excluding equipment)	500 miles
Mechanical, electrical, plumbing	N/A

3) The total regional material content shall be estimated by including the total proposed weight in tons of all new materials and supplies procured for the Work, excluding mechanical equipment, electrical equipment, and plumbing equipment and their components.

4) The estimated regional content shall be calculated in tons per Attachment B - EMRF.

c. Sustainably sourced content estimate:

1) Identify the percentage of sustainably sourced content of at least five (5) materials which will meet the sustainably sourced content requirements as stipulated in Attachment A.

2) Sustainably sourced content shall be defined as procuring materials, supplies, and equipment from a manufacturer that is demonstrably protective of human health and the environment. Demonstrably protective may include third party sustainability certification programs, environmental product declarations, or corporate sustainability policies. Examples of qualifying requirements include but are not limited to:

a) Environmental management systems consistent with ISO (International Organization for Standardization) 14001

b) Product-specific type III Environmental Product Declaration (EPD) conforming to ISO 14025, 14044.

c) Third-party verified sustainability program (e.g., Forest Stewardship Council (FSC), Green Seal, EcoLogo, Underwriters Laboratory, National Biosolids Partnership (NBP), Concrete Sustainability Council (CSC), etc.)

d) Third-party verified corporate sustainability report consistent with the Global Reporting Initiative (GRI) Sustainability Report or equivalent.

3) The total sustainably sourced material shall be estimated by including the total proposed weight in tons of all new materials, supplies, and equipment procured for the Work.

4) The estimated sustainably sourced content shall be calculated in tons per Attachment B - EMRF.

B. Envision Evidence Documentation

1. The Envision Qualified Professional shall prepare and submit the initial, monthly, and final Envision Evidence Documentation.

2. Initial Sustainability Construction Documentation for materials containing recycled, regional, and/or sustainably sourced content listed under Article 1.03 RELATED SECTIONS.

a. Completed EMRF (Attachment B) to be submitted for each individual material

3. Monthly and Final Sustainability Construction Documentation shall be submitted for materials containing recycled, regional, and/or sustainably sourced content listed under Article 1.03 RELATED SECTIONS.

a. The Monthly Sustainability Construction Documentation shall be submitted to the Engineer on the 1st day of each month following Notice to Proceed.

b. At Project closeout, the Sustainability Construction Documentation shall be completed and submitted to the Engineer.

c. The Monthly and Final Envision Evidence Documentation shall include the following items:

1) A cover sheet that describes updates since the last submission, how the new materials reporting documentation differs from the New Materials Sustainable Implementation Plan, and a projection of how the Project is projected to meet the requirements stipulated in Attachment A.

a) The Contractor shall meet the requirements stipulated in Attachment A.

2) The EMRF (Attachment B) and supplementary articles, including shop drawings, specifications, and receipts/invoices for materials containing recycled, regional, and/or sustainably sourced content. The Contractor shall work with the vendor to obtain the supplementary articles. The Contractor shall save such original documents for the life of the Project plus two (2) year (s). The specifications shall include the following, as applicable:

a) Name of the product

b) Name of the manufacturer

c) Weight of the material

d) Percentage of recycled content (either post-industrial or post-consumer recycled content)

e) Location of the manufacturer

f) Manufacturer's sustainable qualifying documentation

g) Construction waste information shall be collected per requirements described in Section 01 74 20 – Construction Waste Management.

h) Local Law 77: DEP Monthly Report Form 1, as described and included as Exhibit A in Section 01 14 00 – Work Restrictions.

i) Local Law 77: DEP Monthly Report Form 2, as described and included as Exhibit A in Section 01 14 00 – Work Restrictions.

1.08 DELIVERY, STORAGE, AND HANDLING

A. Not Used.

1.09 SPARE PARTS, SPECIAL TOOLS, AND SUPPLIES

A. Not Used.

1.10 WARRANTY

A. Not used.

PART 2 PRODUCTS

2.01 MANUFACTURERS

A. Not Used.

2.02 MATERIALS / EQUIPMENT

A. Not Used.

2.03 FABRICATION / ASSEMBLING / FINISHES

A. Not Used.

2.04 SOURCE QUALITY CONTROL / SHOP TESTS

A. Not Used.

PART 3 EXECUTION

3.01 EXAMINATION / PREPARATION

A. Not Used.

3.02 APPLICATION

A. Not Used.

3.03 FIELD TESTING / QUALITY CONTROL

A. Envision Qualified Professional duties:

1. The Envision Qualified Professional shall attend a minimum of three (3) on-site coordination meetings. The Envision Qualified Professional shall make available for review at each meeting a set of Contract Drawings and specifications, the New Materials Sustainable Implementation Plan, the updated Envision Evidence Documentation.

    a. The first meeting will be a preconstruction meeting to review the New Materials Sustainable Implementation Plan and establish roles including the Envision Qualified Professional and the Engineer.

    b. The second meeting will be a pre-Closeout meeting to review the Envision Evidence Documentation for completeness and identify any outstanding issues relating to requirements stipulated in Attachment A.

    c. The third meeting will be a Closeout meeting to review the completed Envision Evidence Documentation.

3.04 STARTUP / DEMONSTRATION

A. Not Used.

3.05 ADJUSTING / PROTECTION / CLEANUP

A. Not Used.

END OF SECTION

Attachment A

Sustainability Construction Envision Documentation

Indicator	Minimum Required Level[1]	Envision Credit Reference	Reporting Template
Recycled Material	40%[2]	RA1.2	Attachment B
Regional Material	95%[3]	-	Attachment B
Sustainable Procurement	60%[4]	RA1.1	Attachment B
Waste Reduction	95%[5]	RA1.4	Section 01 74 20 – Construction Waste Management, and Section 01 35 27 – Environmental Health and Safety Requirements

1. Minimum required level was established based on project-specific goals
2. Based on all new materials or supplies, procured during the Work, excluding mechanical, electrical, and plumbing equipment and their components, and excluding plants, soils, rocks, and water
3. Based on all new materials or supplies, procured during the Work, excluding mechanical, electrical, and plumbing equipment
4. Based on all new materials, supplies, equipment, or anything procured during the Work
5. Total material streams contributing to Project diversion goal must be recycled, reused, and/or salvaged

Attachment B

Environmental Materials Reporting Form (EMRF)

Material	Type/ Product	Recycled Content			Regional Content				Sustainably Sourced Content				
		Total weight (tons)[1]	Total Recycled Material Content (%)[2]	Total Recycled Content (tons)	Total weight (tons)[3]	Source of material (miles from project site)	Total Regional Material Content (%)[4]	Total Regional Content (tons)	Total weight (tons)	Manufacturer/ Supplier Certifications[5]	Certificate Obtained? (yes/no)	Total Sustainably Sourced Content (%)[6]	Total Sustainably Sourced Content (tons)
Total			-			-	-			-	-	-	
Percentage of Recycled, Regional, or Sustainably Sourced Content by weight[7]													

1. Total weight of material for recycled content shall not include landscaping material such as planting soil, mulch or sodding, and mechanical, electrical, and plumbing equipment, as stipulated in Article 1.07.A.6.a.2
2. Per Article 1.07.A.5.a Equation 1
3. Total weight of material for regional content estimates shall not include mechanical, electrical, and plumbing equipment, as stipulated in Article 1.07.A.6.b.3
4. Per Article 1.07.A.5.c, Equation 3 and Article 1.07.A.6.b Table 1: Regional Content Requirements
5. May include third party sustainability certification programs, environmental product declarations, or corporate sustainabilty policies; option to include “no certification” if the manufacturer / supplier is not demonstrably protective of human health and the environment
6. Count as sustainably procured content if “yes” cerification has been obtained; Per Article 1.07.A.5.e, Equation 5
7. Per Article 1.07.A.5.b-e, Equation 2 (recycled), Equation 4 (regional), and Equation 6 (sustainably sourced); final percentages shall be greater than or equal to the Minimum Percentage by weight as provided in Attachment A

SECTION 01 41 00 – REGULATORY REQUIREMENTS
CONTRACT PS-318

PART 1 GENERAL

1.01 SUMMARY

A. Inspection by City, State and Federal Government

B. Permits, Licenses, Work Approvals and Certificates

C. Electrical Inspections, Department of Buildings

D. Existing Utilities

E. Existing Flows

F. Diversion of Water

G. Disposal of Water

H. Conformance to Industrial Code

I. Conformance to Other Codes and Standards

J. The following index of this Section is presented for convenience:

Article	Title	Section Page
PART 1	GENERAL	1
1.01	Summary	1
1.02	Payment	1
1.03	Related Sections	2
1.04	References	2
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1.06	Quality Assurance	7
1.07	Submittals	7
1.08	Delivery, Storage, and Handling	7
1.09	Spare Parts, Special Tools, and Supplies	7
1.10	Warranty	7
PART 2	PRODUCTS	7
2.01	Manufacturers	7
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2.03	Fabrication / Assembling / Finishes	8
2.04	Source Quality Control / Shop Tests	8
PART 3	EXECUTION	8
3.01	Examination / Preparation	8
3.02	Installation	8
3.03	Field Testing / Quality Control	8
3.04	Startup / Demonstration	8
3.05	Adjusting / Protection / Cleanup	8

1.02 PAYMENT

A. No separate payment shall be made for performing any Work required under this Section. All costs for Work required by this Section shall be included in the

applicable lump sum, unit price(s) or allowance(s) as set forth in Section 01 27 00 – Measurement and Payment.

1.03 RELATED SECTIONS

A. Not Used

1.04 REFERENCES

A. Not Used

1.05 DESCRIPTION

A. Inspection by the City, State, and Federal Government

1. The Contractor shall provide proper facilities for access to and inspection of the Work at all times for authorized representatives of the City, State, and federal governments, the latter two in the presence of the Engineer.

B. Permits, Licenses, Work Approvals and Certificates

1. Unless otherwise specified in this Section, the Contractor shall obtain, pay for, and comply with all necessary permits, licenses, approvals, certificates of inspection, and controlled inspection reports, and shall give all notices and pay all legal fees to local, City, State, and federal departments having jurisdiction in connection with the Work of this Contract.

2. DEP has initiated applications for some permits. The Contractor shall be responsible for following up on and updating these permit applications, as needed, and for initiating and obtaining all other required permits necessary for the performance of this Contract, for renewing permits before they expire, and for maintaining these permits by paying for them regularly and complying with their requirements during the period of performance of the Work.

a. Permits that have been initiated and/or acquired by DEP during the design phase are listed below.

1) United States Fish and Wildlife Service (USFWS) Consultation

2) New York State Department of Environmental Conservation (NYSDEC) - Beneficial Use Determination

3) State Historic Preservation Office (SHPO) - Consultation

4) NYSDEC – Critical Environmental Areas Consultation

5) NYSDEC – Natural Heritage Program Consultation

6) NYCDEP -- City Environmental Quality Review

7) NYCDEP – Approval of Backflow Prevention Devices (Form GEN 236) and Backflow Prevention Test and Maintenance Report

8) NYCDEP – Air Pollution Industrial Process Registration

9) NYCDEP – Regulatory Compliance Plan for Design

10) New York Department of Buildings (NYCDOB) – Plan Approval

11) NYCDOT – Office of Construction Mitigation and Coordination (OCMC) Consultation

12) NYCDOT – Street Opening Permit Consultation

13) NYCDOT – Sidewalk, Curb, and Roadway Permit

14) New York City Public Design Commission (NYCPDC) – Conceptual, Preliminary, and Final Approval

15) Metropolitan Transportation Authority (MTA) Approval for Bus Stop Relocation

16) New York City Fire Department (FDNY) – Above Ground Fuel Tank Certificate of Approval

17) FDNY – Fire Alarm Plan Review

b. Permits being acquired by DEP for construction phase activities:

1) United States Environmental Protection Agency (USEPA) Identification Number

2) NYSDEC – State Pollution Discharge Elimination System (SPDES) General Permit for Stormwater Discharges from Municipal Separate Storm Sewer Systems (GP-0-15-003)

3) NYSDEC – SPDES General Permit for Stormwater Discharges from Construction Activities (GP-0-15-002)

4) NYSDEC – Long Island Well Permit and Approval of Completed Works

5) NYSDEC – Water Withdrawal Permit

6) NYCDEP – Bureau of Wastewater Treatment (BWT) Letter of Approval for Dewatering

7) NYCDEP - Bureau of Water and Sewer Operations (BWSO) Letter of Approval for Dewatering

8) NYCDEP – Stormwater Pollution Prevention Plan for Stormwater Discharges

9) NYCDEP – Regulatory Transition Plan from Design to Construction (RTPDC)

10) Con Edison - Consultation

11) Verizon – Consultation

12) National Grid – Consultation

13) Cablevision - Consultation

c. Other permits to be acquired for construction phase activities include but not limited to the following:

1) USEPA - Remedial Action Plans

2) USEPA – Spill Prevention, Control and Countermeasure Plan

3) NYSDEC - Waste Transporter Permit

4) NYSDEC - Petroleum Bulk Storage Facility Registration

5) NYSDOT – Divisible Load Overweight Permit (Form PERM 92)

6) NYSDOT – Divisible Load Overweight Permit (Form PERM 92) Restricted Vehicle Permit

7) NYSDOT – Special Hauling Permit (Form PERM-39-1 or PERM 39-2)

8) FDNY – Fire Alarm Inspection Letter

9) FDNY – Storage/Use of Flammable and Combustible Liquids

10) FDNY – Portable Air Compressor

11) FDNY – Hazardous Chemicals

12) FDNY – Storage/Use of Pressurized Products

13) FDNY – Torch Operations

14) FDNY - Compressed Gases

15) FDNY – Liquid Oxygen

16) NYCDEP - Wastewater Quality Control Permit

17) NYCDEP - Dewatering Permit

18) NYCDEP – BWSO Water and Sewer Connection

19) NYCDEP – Air Pollution Industrial Process Registration and Renewal

20) NYCDEP – Certificates of Operation for Industrial Processes

21) NYCDEP – Trailer Connection

22) NYCDEP – Hydrant Permit

23) NYCDEP – Asbestos Project Notification (ACP7)

24) NYCDEP – Regulatory Transition Plan from Construction to Operations (RTPCO)

25) NYCDOB - Work Permits

26) NYCDOB – Electrical Permit (Form ED-16A)

27) NYCDOB – Crane, Derrick, Mobile Platform, and Scaffold Permits

28) NYCDOB – Letter of Completions

29) NYCDOB – Equipment Use Permit

30) NYCDOB – Self-Certification of Plumbing Inspection/Test

31) NYCDOT – Street Opening Permit

32) NYCDOT – Construction Activity Permit

33) NYCDOT – Oversize-Overweight Vehicle

34) NYCDOT – Sidewalk Construction Permit

35) NYCDPR – Construction Activity Permit

3. All Work performed under the Contract shall conform to the applicable rules and regulations of the Electrical Division, New York City Department of Buildings; the Building Laws of the City of New York and all other City/Local, State and Federal government Departments having jurisdiction.

4. Upon completion of the various stages of construction, the Contractor shall schedule inspections and obtain certificates of approval and/or acceptance from the various agencies and departments having jurisdiction and shall deliver these certificates to the Engineer.

C. Electrical Inspections, Department of Buildings

1. The Contractor, as mandated by law, shall make application for a certificate of electrical inspection to the NYC Department of Buildings (DOB) for electrical Work furnished under this Contract. Proof of filing for the certificate shall be submitted to the Engineer in the form of notification email issued by the DOB at the time of application. Such proof shall be submitted within fifteen (15) days after the date upon which the Contractor is notified by the City to commence Work.

2. After completion of the Work, the Contractor shall notify the local Borough Office via DOBNOW Inspections, requesting that a final inspection be made.

3. Prior to final Substantial Completion, the Contractor shall provide evidence to the Engineer that a Certificate of Inspection, which is signed by the Borough Superintendent of the DOB Electrical Division has been filed in the Office of the Comptroller of the City and certifies that:

a. All material and workmanship comply in every respect with the rules and regulations of the Electrical Division, Department of Buildings and the New York City Electrical Code.

b. All materials and workmanship comply in every respect with the Contract Documents approved by the Electrical Division, Department of Buildings and fulfill the intent thereof.

D. Existing Utilities

1. All subsurface utility and structure information shown on the Contract Drawings were obtained from various plans, maps, and field investigations; however, they are not guaranteed to be complete or accurate. It shall be the Contractor's responsibility to locate all such necessary utilities or structures by using field investigation methods acceptable to the Engineer prior to the start of construction. No separate payment will be made for field investigations.

2. During the progress of the Work, the Contractor shall protect from damage any existing utilities or services within the Work areas until, they have been re-routed, disconnected or capped off.

E. Existing Flows

1. The Contractor shall, as approved by the Engineer, provide and construct flumes, temporary sewers, dams, and all incidental and related facilities necessary to divert or otherwise take care of groundwater and surface drainage, and to prevent any sediments from being conveyed into the existing storm sewer inlets, combined sewer inlets, or watercourses.

F. Diversion of Water

1. The Contractor shall, as approved by the Engineer, provide and construct flumes, temporary sewers, dams, and all incidental and related facilities necessary to divert or otherwise take care of groundwater and surface drainage, and to prevent any sediment from being conveyed into the existing storm sewer inlets or watercourses. All such structures, methods, and practices shall be in accordance with the existing stormwater pollution prevention plans (SWPPPs) at the site(s) of the Work and with the permits (e.g., NYSDEC) obtained for the site(s) and regulations governing such activity.

G. Disposal of Water

1. Water from open cut and/or sheeted excavations, manholes, structures, trenches, or from whatever source, shall be disposed of in accordance with regulations of authorities having jurisdiction, permits, and methods approved by the Engineer. All such structures, methods, and practices shall be in accordance with the existing SWPPPs at the site(s) of Work and with permits (e.g., NYSDEC) obtained for the site(s) and regulations governing such activity.

H. Conformance to Industrial Code

1. The Contractor's attention is directed to requirements of the Industrial Code of the State of New York, Department of Labor, Board of Standard and

Appeals, latest edition and amendments or supplements thereto (the Code). New York State Industrial Code rules applicable to the Work include, but are not limited to, the following:

a. Rule No. 2: Exit enclosures, vertical openings, and floors in factory buildings.

b. Rule No. 8: Construction, guarding, equipment, maintenance, and operation of elevators, dumbwaiters, escalators, hoists, and hoistways in factories, and mercantile establishments.

c. Rule No. 16: Floor and stair surfaces, railings, and toeboards.

d. Rule No. 19: Guarding of dangerous machinery, vats, and pans.

I. Conformance to Other Codes and Standards

1. All devices, materials, and installations shall conform to the current latest edition of the applicable requirements of the New York City Administrative Code, the National Electrical Code (NFPA 70), ANSI, ASTM, IEEE, NEMA, OSHA, UL, and the Contract Documents and the documents specified elsewhere in the specifications. In the event of a conflict between any codes or laws of the City of New York and any other applicable code or standard, the City of New York codes and laws shall take precedence.

1.06 QUALITY ASSURANCE

A. Not Used

1.07 SUBMITTALS

A. Not Used

1.08 DELIVERY, STORAGE, AND HANDLING

A. Not Used

1.09 SPARE PARTS, SPECIAL TOOLS, AND SUPPLIES

A. Not Used

1.10 WARRANTY

A. Not Used

PART 2 PRODUCTS

2.01 MANUFACTURERS

A. Not Used

2.02 MATERIALS / EQUIPMENT

A. Not Used

2.03 FABRICATION / ASSEMBLING / FINISHES

A. Not Used

2.04 SOURCE QUALITY CONTROL / SHOP TESTS

A. Not Used

PART 3 EXECUTION

3.01 EXAMINATION / PREPARATION

A. Not Used

3.02 INSTALLATION

A. Not Used

3.03 FIELD TESTING / QUALITY CONTROL

A. Not Used

3.04 STARTUP / DEMONSTRATION

A. Not Used

3.05 ADJUSTING / PROTECTION / CLEANUP

A. Not Used

END OF SECTION

PART 1 GENERAL

1.01 SUMMARY

A. Section Includes:

1. Abbreviations and Acronyms
2. Definitions
3. Reference Standards

B. The following index of this Section is presented for convenience:

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C. The following tables, located after the "End of Section" designation, are a part of this Section:

1. Table 01 42 00-1 – Abbreviations
2. Table 01 42 00-2 – Acronyms
3. Table 01 42 00-3 – Standards Developing / Publishing Organizations

1.02 PAYMENT

A. No separate payment shall be made for performing any Work required under this Section. All costs for Work required by this Section shall be included in the

applicable lump sum, unit price(s) or allowance(s) as set forth in Section 01 27 00 – Measurement and Payment.

1.03 RELATED SECTIONS

A. Not Used

1.04 REFERENCES

A. Not Used

1.05 DESCRIPTION

A. References applicable to all Specification Sections are listed in Tables 01 42 00-1 through -3, located after the "End of Section" designation, and include the following:

B. Use of the abbreviations or acronyms in Tables 01 42 00-1 through -3 is optional.

1. Reference to a technical society, organization, body, or code may be made in the Specifications by using the acronyms listed in Table 01 42 00-3 or by using the full organization name.

C. Use of Reference Standards:

1. All Work shall comply with the standards referenced, except as follows:

a. Where more stringent requirements are shown or specified, and/or

b. Where more stringent requirements are required by Law.

2. Referenced standards shall be current as of the time of bidding the Contract Documents, unless otherwise specified.

3. Whenever reference is made to the furnishing of materials or testing thereof to conform to the standards of any technical society, organization, or body, the reference shall be construed to mean the latest standard, code, specifications or tentative specification adopted and published, unless otherwise specified by the Engineer.

4. When no reference is made to a code, standard or specification, the standards of the ASTM or the IEEE shall govern.

5. Where an item of equipment is specified to be explosion-proof, it shall be so certified by an independent agency recognized by the insurance industry, namely, UL, FM, etc. In all cases, materials shall be of the quality and character which, in the opinion of the Engineer, are best suited for the purpose for which they are required.

6. The Contractor shall obtain copies of the referenced standards when required by the Contract Documents.

D. Additional references and definitions may be defined in individual Sections, and these additional references and definitions shall be applicable only to the Work specified under those Sections.

1.06 QUALITY ASSURANCE

A. To ensure proper use of reference standards in the preparation of Shop Drawings, the Contractor shall employ qualified personnel with at least five (5) years' construction project experience including the use of industry standards and compliance with construction codes and regulations.

1.07 SUBMITTALS

A. Not Used

1.08 DELIVERY, STORAGE, AND HANDLING

A. Not Used

1.09 SPARE PARTS, SPECIAL TOOLS, AND SUPPLIES

A. Not Used

1.10 WARRANTY

A. Not Used

PART 2 PRODUCTS

2.01 MANUFACTURERS

A. Not Used

2.02 MATERIALS / EQUIPMENT

A. Not Used

2.03 FABRICATION / ASSEMBLING / FINISHES

A. Not Used

2.04 SOURCE QUALITY CONTROL / SHOP TESTS

A. Not Used

PART 3 EXECUTION

3.01 EXAMINATION / PREPARATION

A. Not Used

3.02 INSTALLATION

A. Not Used

3.03 FIELD TESTING / QUALITY CONTROL

A. Not Used

3.04 STARTUP / DEMONSTRATION

A. Not Used

3.05 ADJUSTING / PROTECTION / CLEANUP

A. Not Used

END OF SECTION

TABLE 01 42 00-1
LIST OFABBREVIATIONS

alternating current	a-c
ampere	A
antemeridian	a.m.
Architectural Barriers Act	ABA
Americans with Disabilities Act	ADA
Americans with Disabilities Act Accessibility Guidelines	ADAAG
ante meridian	a.m.
average	avg
biochemical oxygen demand	BOD
five-day biochemical oxygen demand	BOD_5
brake horsepower	bhp
British thermal unit	Btu
building information model	BIM
carbonaceous biochemical oxygen demand	CBOD
five-day carbonaceous biochemical oxygen demand	$CBOD_5$
chemical oxygen demand	COD
Centigrade (or Celsius)	C
chlorinated polyvinyl chloride	CPVC
chlorofluorocarbons	CFC
Code of Federal Regulations	CFR
computer-aided drafting and design	CADD, or CAD
consecutive calendar day(s)	ccd
cubic inch	cu in
cubic foot	cu ft
cubic yard	cu yd, or CY
cubic feet per minute	cfm
cubic feet per second	cfs
day(s)	d
decibel	db
degree Centigrade (or Celsius)	degrees C, ^oC, or deg C
degrees Fahrenheit	degrees F, ^oF, or deg F
diameter	dia
direct current	d-c
dollars	$
each	ea
efficiency	eff
Fahrenheit	F
feet	ft
feet per hour	fph, or ft/hr
feet per minute	fpm
feet per second	fps, or ft/sec

TABLE 01 42 00-1
LIST OFABBREVIATIONS
(Continued)

figure	fig
flange	flg
foot-pound	ft-lb
gallon	gal
gallons per hour	gph, or gal/hr
gallons per minute	gpm or gal/min
gallons per second	gps or gal/sec
gram	g
grams per liter	g/L
Hertz	Hz
horsepower	hp or HP
hour	hr
human-machine interface	HMI
inch	in.
inches of mercury	in. Hg
inches water gage	in. w.g.
inch-pound	in.-lb
inside diameter	ID
iron pipe size	IPS
thousand pounds	kips
thousand pounds per square inch	ksi
kilovolt-ampere	kva
kilowatt	kw
kilowatt-hour	kwhr or kwh
linear foot	lin ft or LF
liter	L
Leadership in Energy and Environmental Design (USGBC)	LEED
maximum	max
mercury	Hg
milligram	mg
milligrams per liter	mg/l or mg/L
milliliter	ml
millimeter	mm
million gallons per day	mgd or MGD
million gallon	MG
minimum	min
national pipe thread	NPT
net positive suction head	NPSH

TABLE 01 42 00-1
LIST OFABBREVIATIONS
(Continued)

net positive suction head available	NPSHA
net positive suction head required	NPSHR
nitrogen oxide (total concentration of mono-nitrogen oxides such as nitric oxide (NO) plus nitrogen dioxide (NO_2)	NOx
nominal pipe size	NPS
number	no.
operator interface terminal	OIT
ounce	oz
ounce-force	ozf
outside diameter	OD
parts per hundred	pph
parts per million	ppm
parts per billion	ppb
polyvinyl chloride	PVC
post meridian	p.m.
pound	lb
pounds per square inch	psi
pounds per square inch absolute	psia
pounds per square inch gauge	psig
pounds per square foot	psf
process control system	PCS
programmable logic controller	PLC
revolutions per minute	rpm
second	sec
specific gravity	sp gr, or SG
square	sq
square foot	sq ft, sf, or ft^2
square inch	sq in., or in^2
square yard	sq yd, or SY
standard	std
standard cubic feet per minute	scfm
thousandth of an inch	mil
total dynamic head	TDH
totally-enclosed fan-cooled	TEFC
volt	V
volts alternating current	vac
volts direct current	vdc
volatile organic compounds	VOC

TABLE 01 42 00-2
LIST OF ACRONYMS

AA	Aluminum Association
AASHTO	American Association of State Highway and Transportation Officials
ABS	American Bureau of Shipping
ACI	American Concrete Institute
ACRI	Air Conditioning and Refrigeration Institute
AFBMA	Anti-Friction Bearing Manufacturers Association
AGA	American Gas Association
AGMA	American Gear Manufacturers Association
AHDGA	American Hot Dip Galvanizers Association
AISC	American Institute of Steel Construction
AISE	Association of Iron and Steel Engineers
ANSI	American National Standards Institute
API	American Petroleum Institute
ASCE	American Society of Civil Engineers
ASHRAE	American Society of Heating, Refrigerating and Air Conditioning Engineers
ASME	American Society of Mechanical Engineers
ASTM Des.	American Society for Testing and Materials Designation
AWS	American Welding Society
AWWA	American Water Works Association
BEC	Bureau of Electrical Control
CFR	Code of Federal Regulations
CRSI	Concrete Reinforcing Steel Institute
DEMA	Diesel Engineer Manufacturers Association
DIPRA	Ductile Iron Pipe Research Association
EWA	Expanded Work Allowance
FM	Factory Mutual
IEEE	Institute of Electrical & Electronics Engineers
IPCEA	Insulated Power Cable Engineer's Association
ISO	International Organization for Standardization
MTA	Metropolitan Transportation Association
NAVY Spec.	Navy Department Specification
NEC	National Electrical Code
NEMA	National Electrical Manufacturers Association
NIST	National Institute of Standards and Technology
NFPA	National Fire Protection Association
NSF	National Sanitation Foundation
NYCBC	New York City Building Code
NYCEC	New York City Electrical Code
NYCDOT	New York City Department of Transportation

TABLE 01 42 00-2
LIST OFACRONYMS
(Continued)

OSHA	Occupational Safety & Health Administration (U.S. Department of Labor)
PANYNJ	Port Authority of New York and New Jersey
SAE	Society of Automotive Engineers
SMACNA	Sheet Metal and Air Conditioning Contractors National Association
SSPC	Steel Structures Painting Council
UL	Underwriters Laboratories, Inc.
UNS	Unified Numbering System of Alloys
USACE	United States Army Corps of Engineers
USEPA	Unites States Environmental Protection Agency

TABLE 01 42 00-3
STANDARDS DEVELOPING / PUBLISHING ORGANIZATIONS

AIR-CONDITIONING, HEATING, & REFRIGERATION INSTITUTE (AHRI) 2111 Wilson Blvd. Suite 500 Arlington, VA 22201 Phone: 703-524-8800 Fax: 703-562-1942 ahrinet.org	THE ALUMINUM ASSOCIATION (AA) 1400 Crystal Dr. Arlington, VA 22202 Phone: 703-358-2960 aluminum.org
AMERICANHORT 2130 Stella Ct. Columbus, OH 43215 Phone: 614-487-1117 americanhort.org	AMERICAN ASSOCIATION OF STATE HIGHWAY AND TRANSPORTATION OFFICIALS (AASHTO) 444 North Captial St., NW Suite 249 Washington, DC 20001 Phone: 202-624-5800 transportation.org
AMERICAN BEARING MANUFACTURERS ASSOCIATION (ABMA) 330 N. Wabash Ave. Suite 2000 Chicago, IL 60611 Phone: 202-367-1155 americanbearings.org	AMERICAN BUREAU OF SHIPPING (ABS) ABS World Headquarters ABS Plaza 16855 Northchase Dr. Houston, TX 77060 Phone: 281-877-6000 Fax: 281-877-4976 eagle.org
AMERICAN CONCRETE INSTITUTE (ACI) 38800 Country Club Dr. Farmington Hills, MI 48331-3439 Phone: 248-848-3700 Fax: 248-848-3701 concrete.org	AMERICAN CONCRETE PIPE ASSOCIATION (ACPA) 8445 Freeport Pkwy. Suite 350 Irving, TX 75063 Phone: 972-506-7216 Fax: 972-506-7682 concretepipe.org
AMERICAN GALVALNIZERS ASSOCIATION (AGA) 6881 South Holly Cir. Suite 108 Centennial, CO 80112 Phone: 720-554-0900 Fax: 720-554-0909 galvanizeit.org	AMERICAN GAS ASSOCIATION (AGA) 400 North Capitol St., NW Suite 450 Washington, DC 20001 Phone 202-824-7000 aga.org

TABLE 01 42 00-3
STANDARDS DEVELOPING / PUBLISHING ORGANIZATIONS
(Continued)

AMERICAN GEAR MANUFACTURERS ASSOCIATION (AGMA) 1001 N. Fairfax St. Suite 500 Alexandria, VA 22314-1587 Phone: 703-684-0211 Fax: 703-684-0242 agma.org	AMERICAN INSTITUTE OF STEEL CONSTRUCTION (AISC) 130 East Randolph St. Suite 2000 Chicago, IL 60601-2001 Phone: 866-275-2472 aisc.org
AMERICAN IRON AND STEEL INSTITUTE (AISI) 25 Massachusetts Ave., NW Suite 800 Washington, DC 2001 Phone 202-452-7100 steel.org	AMERICAN NATIONAL STANDARDS INSTITUTE (ANSI) 1899 L St., NW 11th Floor Washington, DC 20036 Phone: 202-293-8020 Fax: 202-293-9287 ansi.org
AMERICAN PETROLEUM INSTITUTE (API) 1220 L St., NW Washington, DC 20005-4070 Phone: 202-682-8000 api.org	AMERICAN SOCIETY OF HEATING, REFRIGERATING and AIR-CONDITIONING ENGINEERS (ASHRAE) 1791 Tullie Cir., NE Atlanta, GA 30329 Phone: 404-636-8400, 800-527-4723 Fax: 404-321-5478 ashrae.org
AMERICAN SOCIETY OF MECHANICAL ENGINEERS (ASME) 2 Park Ave. New York, NY 10016-5990 Phone: 800-843-2763 asme.org	AMERICAN SOCIETY OF SANITARY ENGINEERING (ASSE) 18927 Hickory Creek Dr., Suite 220 Mokena, IL 60448 Phone: 708-995-3019 Fax: 708-479-6139 asse-plumbing.org
AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM) P.O. Box C700 West Conshohocken, PA 19428-2959 Phone: 610-832-9500 Fax: 610-832-9555 astm.org	AMERICAN SOCIETY OF CIVIL ENGINEERS (ASCE) 1801 Alexander Bell Dr. Reston, VA 20190 Phone: 800-548-2723 asce.org

TABLE 01 42 00-3
STANDARDS DEVELOPING / PUBLISHING ORGANIZATIONS
(Continued)

AMERICAN WATER WORKS ASSOCIATION (AWWA) 6666 W. Quincy Ave. Denver, CO 80235 Phone: 303-794-7711, 800-926-7337 Fax: 303-347-0804 awwa.org	AMERICAN WELDING SOCIETY (AWS) 8669 NW 36 St. # 130 Miami, FL 33166-6672 Phone: 305-443-9353, 800-443-9353 awsnow.org
AMERICAN WOOD PROTECTION ASSOCIATION (AWPA) P.O. Box 361784 Birmingham, AL 35236-1784 Phone: 205-733-4077 Fax: 205-733-4075 Secure Fax: 205-733-4078 awpa.com	ASPHALT INSTITUTE (AI) 2696 Research Park Dr. Lexington, KY 40511-8480 Phone: 859-288-4960 Fax: 859-288-4999 asphaltinstitute.org
ASSOCIATION FOR IRON AND STEEL TECHNOLOGY (AIST) 186 Thorn Hill Rd. Warrendale, PA 15086-7528 Phone: 724-814-3000 Fax: 724-814-3001 aist.org	NEW YORK CITY DEPARTMENT OF BUILDINGS BUREAU OF ELCTRICAL CONTROL (BEC) 1 Centre Street Room 2324 New York, NY 10007 Phone 212-669-8338 buildingviolation.com/newyork.html
NEW YORK CITY BOARD OF STANDARDS AND APPEALS (BSA) 250 Broadway 29th Floor New York, NY 10007 Phone: 212-386-0009 www1.nyc.gov/site/bsa/index.page	THE BRICK INDUSTRY ASSOCIATION (BIA) 12007 Sunrise Valley Dr. Suite 430 Reston, VA 20191 Phone: 703-620-0010 gobrick.com
CALIFORNIA REDWOOD ASSOCIATION (CRA) 347 Healdsburg Ave. Suite L Healdsburg, CA 95448 calredwood.org	CAST IRON SOIL PIPE INSTITUTE (CISPI) 2401 Fieldcrest Dr. Mundelein, IL 60060 Phone: 224-864-2910 cispi.org

TABLE 01 42 00-3
STANDARDS DEVELOPING / PUBLISHING ORGANIZATIONS
(Continued)

THE CHLORINE INSTITUTE (CI) 1300 Wilson Blvd. Suite 525 Arlington, VA 22209 Phone: 703-894-4140 Fax: 709-894-4130 chlorineinstitute.org	CODE OF FEDERAL REGULATIONS (CFR) U.S. Government Publishing Office 732 N. Capitol St., NW Washington, DC 20401-0001 Phone: 202-512-1800, 866-512-1800 Fax: 202-512-210 ecfr.gov/cgi-bin/ECFR
COMPRESSED GAS ASSOCIATION (CGA) 14501 George Carter Way Suite 103 Chantilly, VA 20151 Phone: 703-788-2700 Fax: 703-961-1831 cganet.com	CONCRETE REINFORCING STEEL INSTITUTE (CRSI) 933 North Plum Grove Rd. Schaumburg, IL 60173-4758 Phone: 847-517-1200 Fax: 847-517-1206 crsi.org
CONVEYOR EQUIPMENT MANUFACTURERS ASSOIATION (CEMA) 5672 Strand Ct. Suite 2 Naples, FL 34110 Phone: 239514-3441 cemanet.org	U.S. ARMY CORPS OF ENGINEERS (USACE) Engineer Research and Development Center (Formerly Waterways Experiment Station) 3909 Halls Ferry Rd. Vicksburg, MS 39180-6199 Phone: 601-634-2355 erdc.usace.army.mil/Library/
DUCTILE IRON PIPE RESEARCH ASSOCIATION (DIPRA) P.O. Box 19206 Golden, CO 80402 Phone: 205-402-8700 dipra.org	FM APPROVALS 1151 Boston-Providence Turnpike P.O. Box 9102 Norwood, MA 02062 Phone: 781-762-4300 Fax: 781-762-9375 fmapprovals.com
GENERAL SERVICES ADMINISTRATION FEDERAL SPECIFICATIONS (FS) 1800 F St., NW Washington, DC 20405-0001 Phone: 703-605-2566 Fax: 202-219-3004 fedspecs.gsa.gov/FedSpecs_Federal_Specifications_page	HYDRAULIC INSTITUTE (HI) 6 Campus Dr. Floor 1 North Parsippany, NJ 07054 Phone: 973-267-9700 Fax: 973-267-9055 pumps.org

TABLE 01 42 00-3
STANDARDS DEVELOPING / PUBLISHING ORGANIZATIONS
(Continued)

ILLUMINATING ENGINEERING SOCIETY (IES) 120 Wall St. 17th Floor New York, NY 10005-4001 Phone: 212-248-5000 Fax: 212-248-5017 ies.org	INSTITUTE OF ELECTRICAL AND ELECTRONICS ENGINEERS (IEEE) Phone: 800-701-4333 ieee.org
MANUFACTURERS STANDARDIZATION SOCIETY OF THE VALVE AND FITTINGS INDUSTRY (MSS) 127 Park St., NE Vienna, VA 22180-4602 Phone: 703-281-6613 msshq.org	METAL BUILDING MANUFACTURERS ASSOCIATION (MBMA) 1300 Sumner Ave. Cleveland, OH 44115-2851 Phone: 216-241-7333 Fax: 216-241-0105 mbma.com
Materials and Equipment Acceptance (MEA) Division, New York City Department of Buildings 280 Broadway 7th Floor New York, NY 10007 Phone: 212-566-5000 www.nyc.gov	MILITARY SPECIFICATIONS (MIL-SPECs) DLA Document Services, Building 4/D 700 Robbins Ave. Philadelphia, PA 19111-5094 Phone: 215-737-8000 quicksearch.dla.mil
NATIONAL ASSOCIATION OF ARCHITECTURAL METAL MANUFACTURERS (NAAMM) 800 Roosevelt Rd. Building C, Suite 312 Glen Ellyn, IL 60137 Phone: 630-942-6591 Fax: 630-790-3095 naamm.org	NATIONAL ELECTRICAL MANUFACTURERS ASSOCIATION (NEMA) 1300 N. 17th St. Suite 900 Arlington, VA 22209 Phone: 709-841-3200 nema.org
NATIONAL ELECTRICAL CODE (NEC or NFPA 70) See National Fire Protection Association	NATIONAL FIRE PROTECTION ASSOCIATION (NFPA) 1 Batterymarch Pk. Quincy, MA 02169-7471 Phone: 800-344-3555 Fax: 800-593-6372 nfpa.org

TABLE 01 42 00-3
STANDARDS DEVELOPING / PUBLISHING ORGANIZATIONS
(Continued)

NATIONAL INSTITUTE OF STANDARDS AND TECHNOLOGY (NIST) 100 Bureau Dr. Stop 1070 Gaithersburg, MD 20899-1070 Phone: 301-975-2758 nist.gov	NATIONAL READY MIXED CONCRETE ASSOCIATION (NRMCA) 900 Spring St. Silver Spring, MD 20910 Phone: 240-485-1165 nrmca.org
NATIONAL ROOFING CONTRACTORS ASSOCIATION (NRCA) 10255 W. Higgins Rd. Suite 600 Rosemont, IL 60018-5607 Phone: 847-299-9070 Fax: 847-299-1183 nrca.net	NATIONAL SANITATION FOUNDATION INTERNATIONAL (NSF) 789 N. Dixboro Rd. Ann Arbor, MI 48105 Phone: 734-769-8010, 800-673-6275 Fax: 734-769-0109 nsf.org
NEW YORK CITY DEPARTMENT OF BUILDINGS 2014 CONSTRUCTION CODES: BUILDING CODE 280 Broadway New York, NY 10007 Phone: 212-566-5000 www1.nyc.gov/site/buildings/codes/2014-construciton-codes.page#bldgs	NEW YORK CITY DEPARTMENT OF BUILDINGS 2011 ELECTRICAL CODE 280 Broadway New York, NY 10007 Phone: 212-566-5000 www1.nyc.gov/site/buildings/codes/electrical-code.page
U.S. DEPARTMENT OF LABOR – OCCUPATIONAL SAFETY AND HEALTH (OSHA) 200 Constitution Ave., NW Washington, DC 20210 Phone: 800-321-6742 OSHA.gov/law-regs.html	PLASTIC PIPE AND FITTINGS ASSOCIATION (PPFA) 800 Roosevelt Rd. Building C, Suite 312 Glen Ellyn, IL 60137 Phone: 630-858-6540 Fax: 630-790-3095 ppfahome.org
PRECAST/PRESTRESSED CONCRETE INSTITUTE (PCI) 200 W. Adams St. Suite 2100 Chicago, IL 60606 Phone: 312-786-0300 pci.org	PORCELAIN ENAMEL INSTITUTE (PEI) P.O. Box 920220 Norcross, GA 30010 Phone: 770-676-9366 Fax: 770-409-7280 porcelainenamel.com

TABLE 01 42 00-3
STANDARDS DEVELOPING / PUBLISHING ORGANIZATIONS
(Continued)

SHEET METAL & AIR CONDITIONING CONTRACTORS' NATIONAL ASSOCIATION (SMACNA) 4201 Lafayette Center Dr. Chantilly, VA 20151-1219 Phone: 703-803-2980 Fax: 703-803-3732 smacna.org	SOCIETY OF AUTOMOTIVE ENGINEERS (SAE) 400 Commonwealth Dr. Warrendale, PA 15096 Phone: 724-776-4841 Fax: 724-776-0790 sae.org
STEEL DECK INSTITUTE (SDI) P.O. Box 426 Glenshaw, PA 15116 Phone: 412-487-3325 Fax: 412-487-3326 sdi.org	STEEL DOOR INSTITUTE (SDO) 30200 Detroit Rd. Westlake, OH 44145 Phone: 440-899-0010 Fax: 440-892-1404 steeldoor.org
THE SOCIETY FOR PROTECTIVE COATINGS (SSPC) 800 Trumbull Dr. Pittsburgh, PA 15205 Phone: 877-281-7772 Fax: 412-444-3591 sspc.org	STEEL TANK INSTITUTE and STEEL PLATE FABRICATORS ASSOCIATION (STI/SPFA) 944 Donata Ct. Lake Zurich, IL 60047 Phone: 847-438-8265 steeltank.com
STEEL WINDOW INSTITUTE (SWI) 1300 Sumner Ave. Cleveland, OH 44115-2851 Phone: 216-241-7333 Fax: 216-241-0105 steelwindows.com	TILE COUNCIL OF NORTH AMERICA (TCNA) 100 Clemson Research Blvd. Anderson, SC 29625 Phone: 864-646-8453 Fax: 864-646-2821 tcnatile.com
UNDERWRITERS LABORATORIES (UL) 333 Pfingstem Rd. Northbrook, IL 60062 Phone: 847-272-8800 Fax: 847-509-6249 ul.com	WESTERN WOOD PRODUCTS ASSOCIATION (WWPA) 1500 SW 1st Ave. Suite 870 Portland, OR 97201 Phone: 503-224-3930 Fax: 503-224-3934 wwpa.org

SECTION 01 43 05 – CONTRACTOR'S WORK QUALITY
CONTRACT PS-318

PART 1 GENERAL

1.01 SUMMARY

A. Section Includes:

1. Contractor's Quality Assurance / Quality Control Management Plan
2. Defective Work, Equipment, or Materials
3. Welding Certification and Welding Inspection
4. Inspection and Testing of Concrete
5. Leakage Tests
6. Contractor's Surveyor

B. The following index of this Section is presented for convenience:

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1.02 PAYMENT

A. No separate payment shall be made for performing any Work required under this Section. All costs for Work required by this Section shall be included in the applicable lump sum, unit price(s) or allowance(s) as set forth in Section 01 27 00 – Measurement and Payment.

1.03 RELATED SECTIONS

A. Section 01 43 10 – Quality Assurance Inspection

B. Section 01 43 15 – Witness Shop Testing

1.04 REFERENCES

A. AWS – D1.X American Welding Society

B. ASME American Society of Mechanical Engineers

C. NYS Steel Construction Manual

1.05 DESCRIPTION

A. Contractor Quality Assurance / Quality Control Plan

1. The Contractor shall establish, execute and submit to the engineer a Quality Assurance / Quality Control (QA/QC) Management plan for the services and equipment which will be supplied under this Contract. The plan shall provide the Contractor with adequate measures for verification and conformance to defined requirements by its personnel and all subcontractors, fabricators, suppliers, and vendors.

2. The Contractor shall provide a suitable space for the Engineer and the Engineer's authorized representatives conveniently located near that part of each plant where materials or equipment to be furnished under this Contract are being manufactured, assembled, or shop tested. Each space shall be furnished with facilities for the making and keeping of records and correspondence. The reasonable use of a photocopier, telephone, and email shall be provided, as required by the Engineer.

B. Defective Work, Equipment, or Materials

1. Any defective or imperfect Work, equipment, or materials furnished by the Contractor which is discovered before the Final Acceptance of the Work, or during the warranty period, shall be removed immediately even though it may have been overlooked by the Engineer and approved for payment. The Contractor shall repair such defect, without compensation, in a manner satisfactory to the Engineer.

2. Unsuitable materials and equipment may be rejected, notwithstanding that such defective Work, materials and equipment may have been previously overlooked by the Engineer and accepted or approved for payment.

3. If any workmanship, materials or equipment shall be rejected by the Engineer as unsuitable or not in conformity with the Specifications or Contract Drawings, the Contractor shall promptly replace such materials and equipment with acceptable materials and equipment at no additional cost to the City. Equipment or materials rejected by the Engineer shall be tagged as such and shall be immediately removed from the Site.

4. The Engineer may order tests of imperfect or damaged Work equipment, or materials to determine the required functional capability for possible acceptance, if there is no other reason for rejection. The cost of such tests shall be borne by the Contractor, and the nature, tester, extent, and supervision of the tests will be as determined by the Engineer. If the results of the tests indicate that the required functional capability of the Work, equipment, or material was not impaired, the Work, equipment, or materials may be deemed acceptable in the discretion of the Engineer. If the results of such tests reveal that the required functional capability of the questionable Work, equipment, or materials has been impaired, then such Work, equipment, or materials shall be deemed imperfect and shall be replaced. The Contractor may elect to replace the imperfect Work, equipment, or material in lieu of performing the tests.

5. If, in the making of any test, it is ascertained by the Commissioner that the material or equipment does not comply with the Contract, the Contractor will be notified thereof, and it will be directed to refrain from delivering said material or equipment, or to promptly remove it from the Site or from the Work and replace it with acceptable material at no additional cost to the City. Upon rejection of any material or equipment submitted as the equivalent of that specifically named in the Contract, the Contractor shall immediately proceed to furnish the named material or equipment.

6. All welding must conform to the requirements of AWS D1.X, ASME Code, or New York State Steel Construction manual as applicable and as approved by the Engineer. For Work performed within NYC limits, all field welding required under this Contract shall be performed by New York City certified welders in accordance with the latest provisions of the New York City Building Code. Additional certification requirements are as follows:

    a. Certification for Welding – For all field- and shop-welding, the following welding qualification provisions shall apply:

        1) For all field welding, all required permits and safety plans shall be in place and adhered to.

        2) All shop welding shall be performed in accordance with the relevant work-specific requirements in the Specifications and Contract Drawings.

        3) If existing certification is not approved or not submitted, then the welders/welding shop/tack welders must be qualified in accordance with the above procedures and tests, as administered by an inspection agency approved by the Engineer. All costs associated with the required tests for certification and/or retests, if any, shall be borne by the Contractor. The Quality Assurance Section shall be given a notice of not less than 5 business days prior to such tests and may elect to witness any or all of these tests.

4) Any deviation from the above shall not be permitted without a written waiver from the Engineer or the Engineer's designee.

b. Welding inspection in New York City shall be in accordance with the latest rules of the New York City Building Code. Additionally, for welding inspection in New York City and outside of City limits the following shall apply:

c. All welds shall be inspected visually by the engineer in accordance with Section V of the ASME Code, or D1.1, Clause 6, Table 6.1 as approved by the engineer.

C. Inspection and Testing of Concrete

1. Inspection and testing of concrete shall be in accordance with the relevant work-specific requirements in the Contract.

D. Leakage Tests

1. All new pipelines and appurtenant structures and all new liquid-containing structures shall be field tested for leakage after installation in accordance with the relevant work-specific requirement in the Contract.

E. Contractor's Surveyor

1. The Contractor shall retain the services of a licensed land surveyor, registered in the State of New York, to perform survey work including but not limited to establishing line and grade required for the Work, in advance of the construction; and to perform other surveying services for the Work. The surveyor shall be subject to the approval of the Commissioner. Survey drawings shall be submitted to the Engineer for approval.

2. The Contractor shall field verify all existing survey monuments including benchmarks within the area of the Work. All existing survey monuments and benchmarks shall be protected from damage during the performance of the Work. If any damage occurs to existing survey monuments or benchmarks, the Contractor shall notify the Engineer, survey, and replace in kind.

3. The Contractor shall furnish, install, and maintain survey platforms, targets, benchmarks, stakes, monuments, and similar facilities to be used by the Contractor in its performance of the Work and by the Engineer in the performance of its inspection services.

4. The Contractor shall perform all survey Work required before, during, and after the construction Work; and shall re-establish same if disturbed and bear the entire expense of rectifying work improperly installed due to not maintaining, not protecting, or removing without authorization such established platforms, targets, benchmarks, stakes, and monuments.

5. The Engineer shall be notified before the establishment of any line, elevation, or grade.

6. Survey Before Completion of Structure.

   a. The Contractor shall file with the New York City Department of Buildings in the borough where Work is being done, or with the New York City Department of Small Business Services, or the local AHJ, a survey by a licensed surveyor showing the location of the new structure before completion of the structure, pursuant to Section 28.118.4 of the New York City Building Code or applicable local codes or regulations for projects outside New York City. One copy of the application and the survey shall be furnished to the Engineer.

   b. This survey shall show the location of the structure, the elevation of the first tier of beams or of the first floor, the finished grades of the open spaces on the plot, the established curb level, and the location of all other structures on the plot, together with the location and boundaries of the lot or plot upon which the structure is constructed.

1.06 QUALITY ASSURANCE

A. A Quality Management Plan must be submitted for review and approval.

1.07 SUBMITTALS

A. Quality Assurance / Quality Control Management Plan

1. Within 15 days after the commencement work date given in the Notice to Proceed (NTP), the Contractor shall provide its QA/QC management plan to the Engineer for approval. The Engineer's review and acceptance of the Contractor's QA/QC plan shall not relieve the Contractor from any of its obligation to perform the Work.

2. Inspection of the Work by the Engineer is made solely for the benefit of the City. The inspection of the Work shall not relieve the Contractor of any of its obligations to fulfill the Contract as herein prescribed, and defective Work shall be repaired or replaced at the Contractor's sole expense. The Contractor's assigned QA/QC personnel are subject to the Engineer's review and continued acceptance. No Work covered by the QA/QC plan shall start until the Engineer's written acceptance of the Contractor's QA/QC plan has been obtained.

3. The QA/QC plan should consist of the following quality elements:

   a. Roles and Responsibilities, communication protocols

   b. Management and Production Inspections

   c. Off-Site Supplier Quality

   d. Vendor Capability Inspections

   e. Notification and Coordination with DEP

f. Inspection Instructions
g. Traceability
h. Pre-Activity Meeting
i. Initial Inspections
j. Witness Shop Testing and QA Inspections

B. QA Acceptance / Shipping / Material Marking and Identification
1. On-Site Receiving and Materials / Equipment Control
2. Material / Equipment Receiving
3. CMTRs / Certificate of Compliance
4. Traceability
5. On-Site Storage, Care, and Maintenance
6. QA/QC Process and Operational Procedures
7. Submittal Management
8. Request for Information (RFI)

C. Five-Phases of Inspection Procedures
1. Phase 1 – Client Pre-Activity Meeting
2. Phase 2 – Initial Inspections
3. Phase 3 – On-Going Inspections
4. Phase 4 – Witness Shop Test Inspection and QA Inspections
5. Phase 5 – Final Inspections – Punch lists

D. Inspection and Test Plan (ITP)
1. 1. Build Work Plan Procedure
2. Checklist and Hold Point Procedure
3. Witness and Hold Points
4. Control of Measuring and Calibrated Test Equipment Procedure
5. Reporting and control non-conforming work

E. Control and Responsibility
1. Non-Conformance Reporting (NCR) Disposition
2. QC Verification
3. Documentation

F. Root Cause Analysis (RCA) Process
1. Thresholds for RCA

2. Process
3. Preventive Action Plan
4. Implementation
5. Measurement of Effectiveness

G. Continuous Improvement

1. Recognition and Accountability
2. Measurement and Monitoring
3. Performance and Issues Matrix
4. Management Reviews
5. Audit and Assessments

H. Welding Control

1. Full Compliance with Specifications and Applicable Codes

I. Additional Submittals

1. When requested by the Engineer, the Contractor shall submit the following information prior to entering into a supply or service contract.
    a. Contract number, supplies, or services to be provided and a general description of the proposed item(s), such as trade name, type, etc. The name and address of the manufacturer or Service Company and the location of the plant at which supplies will be manufactured and tested as required, or at which the services will be performed.
    b. Experimental and test data required to support the claimed performance of the supplies.
    c. A description of the testing plant, including the hydraulic, electrical and other facilities, in sufficient detail to show that the plant is adequately equipped for performing the tests, if such testing is required.
    d. Any additional information that the Engineer may deem necessary in order to determine the ability of the supply or service company to produce the item as called for by the Specifications.

1.08 DELIVERY, STORAGE, AND HANDLING

A. All materials and equipment must be received, stored in a safe and adequate environment as per approved procedures.

1.09 SPARE PARTS, SPECIAL TOOLS, AND SUPPLIES

A. Not Used

1.10 WARRANTY

A. Not Used

PART 2 PRODUCTS

2.01 MANUFACTURERS

A. Not Used

2.02 MATERIALS / EQUIPMENT

A. All Work of assembly, installation, and construction shall be done in a neat, first class, and workman-like manner. Material, fixtures, fittings, supplies, equipment, or Work required by the Contract Drawings that does not agree with the Specifications will not be accepted, and the Contractor shall supply the required quality. In asking for prices on, or placing orders for, materials, fixtures, fittings, supplies, and equipment intended for use or installation under this Contract, the Contractor shall provide the manufacturer or dealer with such complete information from these Specifications as may in any case be necessary. In every case, the Contractor shall quote in full to each such manufacturer or dealer the text of this subparagraph, as well as the text of such other portions of the contract, as are appropriate.

2.03 FABRICATION / ASSEMBLING / FINISHES

A. Not Used

2.04 SOURCE QUALITY CONTROL / SHOP TESTS

A. Not Used

PART 3 EXECUTION

3.01 EXAMINATION / PREPARATION

A. Notice of Intent to Commence Manufacture

1. 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 part of the permanent construction as detailed in Section 01 43 10 – Quality Assurance Inspection and Section 01 43 15 – Witness Shop Testing. 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 notify the Contractor that the inspection will be made at a point other than the point of manufacture; or notify the Contractor that inspection will be waived.

2. In those instances, where the DEP inspector(s) arrive at the agreed-upon location, at the agreed-upon date and time, and find that the article(s) to be inspected are not ready for inspection, the inspector(s) shall return to their home office and all expenses incurred shall be borne by the Contractor and shall be deducted from the Contractor's next payment, unless otherwise determined by DEP.

B. Field Measurements

1. The Contractor shall take all necessary measurements in the field to determine the exact dimensions for all Work and verify all pertinent data and dimensions shown on the Contract Drawings.

3.02 IMPLEMENTATION

A. Not Used

3.03 FIELD TESTING / QUALITY CONTROL

A. Not Used

3.04 STARTUP / DEMONSTRATION

A. Not Used

3.05 ADJUSTING / PROTECTION / CLEANUP

A. All materials and equipment must be protected and wrapped during transport, storage, and post-installation.

END OF SECTION

NO TEXT ON THIS PAGE

SECTION 01 43 10 – QUALITY ASSURANCE INSPECTION
CONTRACT PS-318

PART 1 GENERAL

1.01 SUMMARY

A. Section includes:

1. Quality Assurance Inspection

2. Inspection Expenses

B. The following index of this Section is presented for convenience:

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PART 3	EXECUTION	6
3.01	Examination / Preparation	6
3.02	Implementation	6
3.03	Field Testing / Quality Control	8
3.04	Startup / Demonstration	8
3.05	Adjusting / Protection / Cleanup	8

1.02 PAYMENT

A. No separate payment shall be made for performing any Work required under this Section. All costs for Work required by this Section shall be included in the applicable lump sum, unit price(s) or allowance(s) as set forth in Section 01 27 00 – Measurement and Payment.

1.03 RELATED SECTIONS

A. Not Used

1.04 REFERENCES

A. Not Used

1.05 DESCRIPTION

A. List of Equipment Subject to Quality Assurance (QA) Inspection

1. DEP's Bureau of Engineering Design and Construction, Quality Assurance Section intends to perform QA inspection for specific items being supplied under this Contract.

2. The selected equipment is subject to QA inspection by the Quality Assurance Section during any or all stages of manufacture. The Contractor shall adhere to the QA inspection requirements indicated in the respective Specifications for the items designated for QA inspection. The related Specifications for each item furnishes specific inspection requirements for that item.

3. See Table 1 - List of Equipment Scheduled for Quality Assurance Inspection, attached at the end of this Section.

B. QA Inspection of Contract Items

1. DEP may, as deemed necessary, perform QA inspection of any items that have not been designated as such in the Contract. DEP also may remove items from the list of items designated for inspection, at its discretion.

2. The Engineer may require, at their discretion, inspection of any item required by the Contract at any stage of manufacture, assembly, inspection or testing. Inspection or shop witness testing may be required even when not explicitly requested in the Contract Documents. The Engineer shall have access at all times, while work under this Contract is being performed, to all parts of the Contractor's or manufacturers' plants or other locations where the equipment, materials, fittings, supplies or any other articles required under this Contract are manufactured, assembled, tested, or inspected; and the Engineer shall be permitted to witness any or all of these operations as they may deem necessary to determine that all work is being performed in accordance with the Contract specifications and the approved shop drawings.

3. In the event that DEP chooses to perform QA inspection of any items in the Contract, DEP will issue a notice to the Contractor that identifies the items and provides direction to the Contractor to facilitate the inspections. This notice will be followed by formal inspection instructions for the QA inspection of each item.

4. For all equipment, the Contractor shall be subject to all requirements described for the manufacture of equipment in the Contract. Regardless of the level of QA inspection activities required by DEP, the Contractor shall be responsible to submit, at a minimum, all documentation and samples that are required in the applicable Specification.

C. Requirements for Inspection of Equipment Designated for QA Inspection by the DEP

1. The Contractor is responsible for facilitating the inspection process and shall coordinate the same by contacting the Chief of the Quality Assurance, DEP Bureau of Engineering Design and Construction.

2. For items designated for QA inspection, the following statement shall appear on the face of purchase orders and shop drawings issued by the Contractor for work to be incorporated in this Contract. The Contractor shall also instruct the approved manufacturers or dealers to place this statement on purchase orders and shop drawings issued by them for such work.

   "This order is subject to inspection by the Bureau of Engineering Design and Construction of the Department of Environmental Protection of The City of New York and shall not be processed until inspection instructions have been issued by the Engineer. Please contact the Chief of Quality Assurance, DEP Bureau of Engineering Design and Construction, 96-05 Horace Harding Expressway, Corona, New York 11368. 718-595-3000"

3. For items designated for QA inspection, the Contractor shall submit each purchase order to the Engineer when placed with the manufacturer or dealer. Submittals of preliminary/initial shop drawings, with detailed assembly drawings and bill of materials, shall be provided to the Quality Assurance Section as soon as they are available, or have been sent to the Engineer for review. Upon receipt of the purchase order and shop drawings, the Quality Assurance Section will issue inspection instructions to the Contractor (a copy of which will also be sent to the manufacturer/supplier.)

4. For items designated for QA inspection, the Contractor shall not proceed with the Work until the inspection instructions have been issued. Once the receipt of the inspection instructions has been acknowledged and verified, the Contractor shall provide advance notice of readiness for inspection at the required witness points. Advanced notice shall be provided in accordance with Article 3.02D. The inspection instructions will indicate what specific phases of manufacture, QA inspections, and/or tests that the Quality Assurance Section inspectors intend to witness.

5. The Contractor shall provide Quality Assurance Section with the approved shop drawings as soon as possible after receiving approval from the Engineer. The Quality Assurance Section reserves the right to issue revisions/clarifications to the original inspection instructions based on the approved drawings, and/or as deemed necessary.

6. The requirements for inspection are in addition to and separate from any specified witness shop testing and shall in no way affect procedures or requirements with respect to the same.

7. The Engineer may reject any item or material if manufactured prior to inspection or where the requirements specified in the inspection instructions are not followed.

D. Selection of Inspection Agencies

1. The Engineer will select and designate all persons, firms, or corporations to make or witness each and every and all inspections, tests or analyses, with or without reports unless indicated otherwise in the Specifications.

2. If a retest is required, the cost shall be borne by the Contractor.

3. When Quality Inspections are waived by the Engineer, the manufacturer's data and the interpreted results thereof, accompanied by a certificate of authenticity sworn to by a responsible official of the manufacturing company, shall be submitted to the Engineer for approval.

4. All equipment and material shall be identified with serial numbers and/or approved permanent type identification marks.

1.06 QUALITY ASSURANCE

A. Not Used

1.07 SUBMITTALS

A. Certified Material Test Reports

1. When no direct test, inspection, or analysis of materials, products, or equipment is required to be performed at the point of manufacture, and when the Commissioner so requires, the Contractor shall furnish authoritative evidence in the form of Certified Material Test Reports (CMTRs) that the materials, products, or equipment to be used in the Work have been manufactured and tested in conformity with the applicable material Specification. The CMTRs shall indicate the results of physical tests and chemical analyses made directly on the same heat or heats from which any and all materials are furnished under this Contract. The costs of furnishing CMTRs and the results of tests or analyses shall be borne by the Contractor and shall be deemed to be included in the overall price bid for the Contract.

2. When materials or manufactured products comprise such small quantities that it is not practicable to make physical tests or chemical analyses directly on the materials or products furnished, a certificate stating the results of such tests or analyses of similar materials or products which were concurrently produced may, at the discretion of the Commissioner, be considered as the basis for the acceptance of such materials or manufactured Products Delivery, Storage, and Handling

B. Submittal of Samples of Materials for Testing

1. When required or requested by the Engineer, specified samples of materials, equipment, and appliances, identified in a manner acceptable to the Engineer, shall be submitted by the Contractor for approval by the Engineer. The samples shall be submitted sufficiently in advance of the time when the

materials are to be used so that rejections thereof will not delay the approved construction schedules. Approved samples will be labeled and dated.

2. As directed and specified below, the Contractor shall be required to furnish and deliver to the DEP Bureau of Engineering Design and Construction Quality Assurance Chemical Laboratory located at 96-05 Horace Harding Expressway, Corona, New York 11368-5107, or any other designated location, samples of metals from vendor's plants engaged in the manufacture of mechanical equipment and structural components.

3. A minimum of two (2) un-machined material samples of sufficient size shall be supplied from each material heat lot for the components identified as requiring samples for independent verification of both chemical and physical test results. Material samples shall be provided in accordance with the applicable material specifications (ASTM, etc.) and shall be provided with unique product markings in the form of a stamped-on heat number, etc. that is traceable to the applicable CMTR.

4. Samples shall be taken in the presence of the Engineer and at the location point determined by the Engineer, from material, equipment, or appliances at the Work-Site or at the manufacturing or testing facilities of the Contractor's vendors or sub-vendors during the normal eight-hour shift, unless otherwise approved.

5. Approved samples will be retained for record purposes at a location designated by the Engineer.

1.08 DELIVERY, STORAGE, AND HANDLING

A. All materials & equipment must be received, stored in a safe & adequate environment as per approved procedures.

1.09 SPARE PARTS, SPECIAL TOOLS, AND SUPPLIES

A. Not Used

1.10 WARRANTY

A. Not Used

PART 2 PRODUCTS

2.01 MANUFACTURERS

A. Not Used

2.02 MATERIALS / EQUIPMENT

A. Not Used

2.03 FABRICATION / ASSEMBLING / FINISHES

A. Not Used

2.04 SOURCE QUALITY CONTROL / SHOP TESTS

A. Not Used

PART 3 EXECUTION

3.01 EXAMINATION / PREPARATION

A. Not Used

3.02 IMPLEMENTATION

A. Contractor to Maintain Traceability during Stages of Fabrication and Testing

1. The Contractor shall be responsible to maintain traceability of most equipment components such as castings, structural members, plates, forgings, piping, machining, etc., and all other articles required under this Contract during all stages of fabrication and testing.

B. Contractor Responsible for all Tests

1. The chemical and physical tests, including the optional tests, called for in the ASTM, federal and other Specifications cited in this Contract shall be made as specified, unless otherwise approved.

C. Testing Compliance

1. Contractor's testing personnel shall make the necessary inspections and tests.

2. The reports thereof shall be in such form as will facilitate checking to determine compliance with the Specifications and shall indicate all the analyses and/or test data and interpreted results thereof.

D. Contractor to Provide Engineer with Advance Notice of Sampling and Testing

1. The Engineer shall be informed in advance of all times of sampling and testing, and shall witness these operations if the Engineer so desires.

2. A minimum notice of two (2) weeks shall be provided for items of domestic manufacture and eight (8) weeks for items of foreign manufacture.

E. Testing Performed in Engineer's Presence

1. When requested or specified, testing and examinations of all kinds and any weighing required under this Contract shall be done in the presence of the Engineer unless otherwise approved.

2. Testing shall be scheduled during the normal eight (8) hour day shift, and adequate advance notice of intent to schedule tests shall be given to the Engineer.

F. Contractor to Provide Engineer with Calibrated Instruments

1. The Contractor shall provide, for use by the Engineer, all measuring devices, instruments, and other appliances that the Engineer may deem necessary to carry out the designated inspection of the Work. All such instruments and devices shall be calibrated, as per manufacturer's instructions, and shall bear the calibration marks, stamps, or seals of an approved testing body or agency with reference standards traceable to those held by the National Institute of Standards and Technology, or other approved standard. The Contractor shall maintain all instruments and devices in good working order and shall recalibrate them when so directed by the Engineer. The cost, if any, of providing and maintaining such equipment shall be considered part of the normal expense of conducting business and therefore non-reimbursable.

G. Contractor to Provide Utilities, Equipment, and Services to Assist Testing

1. Electric power, instruments, gages, threaded fasteners, bulkheads, blind flanges, gaskets, piping, equipment, materials, tools, other appurtenances, services necessary for the various specified shop and field tests, scales for weighing, and assistance for measuring or weighing any of the materials shall be provided by the Contractor.

H. Contractor's Responsibility for Testing Laboratory

1. The Contractor shall provide the services of approved testing laboratories to perform such physical and chemical tests and such examinations as required, if the manufacturer's testing facilities are not approved. In such a case, the Contractor shall provide and prepare test specimens and promptly submit reports of all tests.

I. Contractor's Responsibility for Schedule Reports

1. The Engineer shall be provided with detailed daily and weekly schedules of manufacturing plant operations pertaining to Work, sufficiently in advance of such operations, so that adequate preparation can be made for inspecting the Work. The sequence of operations for the complete manufacturing process as well as periodic production status reports shall also be provided. Any Work performed without such sufficient advance notice to the Engineer is subject to rejection.

J. Approval of Work Subject to Contractor's Inspection Reports

1. Completion of all requests for the approval of completed Work shall be accompanied by the Contractor's own inspection report of such Work, submitted on the form or forms previously approved and with the applicable approved shop drawings. Any equipment part which has been manufactured and/or assembled using uninspected or unapproved parts or materials shall be disassembled, as ordered by the Engineer, in order that it may determine the acceptability of such parts or materials by means of any tests or examinations it may require. The cost of such ordered disassembly and subsequent reassembly shall be borne by the Contractor.

K. Approval of Inspection Activities prior to Shipping

1. Upon completion of the designated QA inspection activities at the facility where the inspection has occurred, the Contractor shall obtain from the Engineer a formal release from inspection indicating that no further inspection is required prior to shipping.

3.03 FIELD TESTING / QUALITY CONTROL

A. Not Used

3.04 STARTUP / DEMONSTRATION

A. Not Used

3.05 ADJUSTING / PROTECTION / CLEANUP

A. All materials and equipment must be protected & wrapped during transport, storage & post installation.

END OF SECTION

Appendix

TABLE 1
LIST OF EQUIPMENT SCHEDULED FOR QA INSPECTION

Specification Reference		**Equipment Scheduled for QA Inspection**
Section No.	**Section Title**	
05 05 23.02	Miscellaneous Metal Fastening	All Fasteners
05 12 00	Structural Steel Framing	Structural Steel Framing
05 50 00	Metal Fabrications	Floor Access Hatches
05 51 00	Metal Stairs	Metal Stairs
05 52 13.05	Welded Pipe Railing Stainless Steel	Welded Pipe Railing
05 52 13.07	Aluminum Pipe Railings	Aluminum Pipe Railing
05 59 16	Fabricated Metal Access Hatches	Fabricated Metal Access Hatches
07 84 00	Firestopping	Firestop System
08 11 19	Stainless-Steel Doors and Frames	Stainless-Steel Door and Frames
26 43 13	Low-Voltage Surge Protection Devices	Surge Protection Devices
28 23 10	Video Surveillance	IP Video System
28 31 00	Fire Detection and Alarm	Fire Alarm and Detection System
40 05 06	Couplings, Adapters, and Specials for Process Piping	All Couplings, Adapters, and Specials for Process Piping
40 05 07	Hanger and Supports for Process Piping	Pipe Supports
40 05 15	Copper and Brass Process Pipe	Pipe, Fittings, and Appurtenances
40 05 19	Ductile Iron Process Pipe	Pipe and Fittings, and Appurtenances
40 05 22	Steel and Stainless Steel Process Pipe	Pipe, Fittings, and Appurtenances
40 05 53	Process Valves Four-Inch Diameter and Larger	All Valves larger than 4-inch
40 05 59.05	Stainless Steel Slide Gates	Fabricated Slide Gates
43 23 31.05	Vertical Centrifugal Pumping Units (Dry Pit Submersible for Raw Wastewater Service)	All vertical centrifugal Pumping Units
N/A	In other individual specification sections where QA inspection is specified.	N/A

NO TEXT ON THIS PAGE

PART 1 GENERAL

1.01 SUMMARY

A. The Contractor shall provide all labor, materials, equipment, incidentals, and appurtenances as shown, specified, and required, to perform all Witness Shop Tests. The Contractor shall be responsible for all expenses for scheduled Witness Shop Testing.

B. The following index of this Section is presented for convenience:

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1.06	Quality Assurance	4
1.07	Submittals	4
1.08	Delivery, Storage, and Handling	5
1.09	Spare Parts, Special Tools, and Supplies	5
1.10	Warranty	5
PART 2	PRODUCTS	5
2.01	Manufacturers	5
2.02	Materials / Equipment	5
2.03	Fabrication / Assembling / Finishes	6
2.04	Source Quality Control / Shop Tests	6
PART 3	EXECUTION	6
3.01	Examination / Preparation	6
3.02	Application	6
3.03	Field Testing / Quality Control	6
3.04	Startup / Demonstration	6
3.05	Adjusting / Protection / Cleanup	6

C. The following schedule, attached after the End of Section designation, is a part of this Section:

1. Schedule 01 43 15–1, Witness Shop Test Schedule.

1.02 PAYMENT

A. No separate payment shall be made for performing any Work required under this Section. All costs for Work required by this Section shall be included in the applicable lump sum, unit price(s) or allowance(s) as set forth in Section 01 27 00 – Measurement and Payment.

1.03 RELATED SECTIONS

A. Section 01 43 10 – Quality Assurance Inspection

1.04 REFERENCES

A. Not Used

1.05 DESCRIPTION

A. All equipment listed in Schedule 01 43 15-1, Witness Shop Test Schedule, located after the End of Section designation, shall undergo witness shop testing as specified.

B. Witness Shop Testing of Additional Items: The City reserves the right to require Witness Shop Tests for additional items that are not listed in Schedule 01 43 15-1 or designated as requiring Witness Shop Tests in the Contract Documents.

1. When additional Witness Shop Tests are required by the Engineer, any additional costs resulting therefrom shall be paid either:

a. Out of a specified allowance, or

b. By change order procedure.

C. Advance Notice for Witness Shop Testing:

1. The Contractor shall notify the Engineer in advance of all scheduled witness shop tests as follows:

a. Sixty consecutive calendar days (60 ccd) in advance for witness shop tests in the continental United States.

b. Ninety consecutive calendar days (90 ccd) in advance for witness shop tests outside the continental United States.

2. The Contractor's advance notification shall include, at a minimum, the following information, which will be submitted to the Engineer for approval as specified herein:

a. A diagram of the proposed testing arrangement.

b. A description of the proposed manufacturer's inspection and testing facilities and procedures.

c. A list of all instruments the manufacturer proposes to use for the tests with initial and last calibration reports certified by an approved independent testing laboratory. (All instruments shall be of ranges suitable for the quantities to be measured.)

d. Sample test data sheets.

e. Sample calculations.

f. Descriptive matter on the testing equipment which shall contain illustrative photographs, drawings, and such other matter as may be requested by the Engineer.

g. The approved Shop Drawing(s) for installation of the equipment to be tested shall be listed in the Contractor's notice and made available to Agency representatives during witness shop testing.

D. Should the equipment or instrumentation not be ready, as per prior submitted approved data, the witnesses shall return to the home office at Contractor's expense. The cost of the additional trip will be borne by the Contractor.

E. Witness Shop Testing Attendee Requirements:

1. Contractor: A duly authorized representative of the Contractor shall be present during each witness shop test.

2. Engineer: When Schedule 01 43 15-1 and/or the Engineer require witness shop tests for equipment, the only tests which will be accepted are those made in the presence of the Engineer or the Engineer's representative.

F. Witness Shop Test Facility: Each piece of equipment for which pressure, duty, capacity, rating, efficiency, performance, function, or special requirements are specified, shall be tested in an approved facility in a manner which shall conclusively prove that its characteristics comply fully with the requirements of the Contract Documents.

G. Tests shall be conducted in accordance with the test codes of the ASME and the IEEE.

H. Witness Shop Test Results:

1. The results of the shop tests shall be considered official and conclusive for the purpose of determining whether or not the equipment is in accordance with the performance requirements as specified.

2. No such equipment shall be shipped to the work site until the Engineer notifies the Contractor in writing that the results of the Witness Shop Test(s) are acceptable.

I. Certificate of Authenticity:

1. Inspection and shop test data and interpreted results thereof accompanied by a certificate of authenticity sworn to, before a notary, by an officer of the manufacturing company, shall be forwarded to the Engineer for review and approval as required.

2. When witness shop tests are waived by the Engineer, the manufacturer's actual test data and the interpreted results thereof, accompanied by a certificate of authenticity sworn to by a responsible official of the manufacturing company, shall be submitted to the Engineer for approval.

J. Serial Numbers: All equipment and material to be Witness Shop Tested shall be identified with serial numbers and/or approved permanent type identification marks.

K. Expenses:

1. Witness Shop Testing:

    a. For the equipment to be witness shop tested, whether of foreign or domestic manufacture, the Contractor shall be responsible for the costs for a minimum of two (2) representatives of the Engineer or the Agency, including all transportation, food, lodging, and miscellaneous expenses for each witness shop test.

        1) Refer to the corresponding specification section(s) listed in Schedule 01 43 15-1 for additional requirements.

    b. The Contractor shall make all required travel and lodging arrangements that shall be in accordance with the New York City Comptroller's Office Directive No. 6 or a later or equivalent City document. All arrangements shall be submitted for approval of the Engineer.

2. The duration of each witness shop test shall be as required for conducting all specified performance tests, as determined by the Agency.

3. Retesting:

    a. If a retest is required, the entire retest cost of the retest shall be borne by the Contractor.

1.06 QUALITY ASSURANCE

A. Unless otherwise approved by the Engineer, all Witness Shop Tests for equipment shall take place at the point of manufacture and/or origin.

B. Witness shop testing of equipment shall be performed in accordance with:

1. The procedures described herein, and

2. The Witness Shop Test requirements of the Specification Section(s) referenced in Schedule 01 43 15-1, Witness Shop Test Schedule, located after the End of Section designation.

C. Where applicable, prior to the witness shop testing, the Contractor shall ensure that the equipment to be witness shop tested have met the requirements and approved by the Engineer as specified in Section 01 43 10 – Quality Assurance Inspection.

1.07 SUBMITTALS

A. Submittals shall comply with the requirements of the Contract Documents.

B. In addition, for each item of equipment listed in Section 01 43 15-1, Witness Shop Test Schedule, located after the End of Section designation, the Contractor shall submit the following:

1. Action Submittals:

    a. Advance notice for each item, as specified herein.

b. Test Report Documents: Submit two (2) copies of a detailed Witness Shop Test performance test report, including but not limited to the followings documents:

1) Copy of the Witness Shop Test procedure.

2) Final diagram of the testing arrangement.

3) Copies of the raw test data sheets.

4) Copies of the tabulated test data work sheets.

5) Copies of the instrumentation calibration certificates.

6) Calculations.

7) Characteristic curves, for graphical representation of the performance test data.

8) Copies of the photos taken during the test.

9) Certification of authenticity by the Manufacturer, as specified herein.

10) Non-editable electronic (e.g., PDF) copy of the complete report including all supporting documents.

11) Additional information necessary for evaluating performance of the equipment against the requirements of the Contract Documents.

C. Refer to the individual Specification Section(s) referenced in Schedule 01 43 15-1 for additional submittal requirements regarding Witness Shop Testing.

1.08 DELIVERY, STORAGE, AND HANDLING

A. Not Used

1.09 SPARE PARTS, SPECIAL TOOLS, AND SUPPLIES

A. Not Used

1.10 WARRANTY

A. Not Used

PART 2 PRODUCTS

2.01 MANUFACTURERS

A. Not Used

2.02 MATERIALS / EQUIPMENT

A. Not Used

2.03 FABRICATION / ASSEMBLING / FINISHES

A. Not Used

2.04 SOURCE QUALITY CONTROL / SHOP TESTS

A. Not Used

PART 3 EXECUTION

3.01 EXAMINATION / PREPARATION

A. Not Used

3.02 APPLICATION

A. Not Used

3.03 FIELD TESTING / QUALITY CONTROL

A. Not Used

3.04 STARTUP / DEMONSTRATION

A. Not Used

3.05 ADJUSTING / PROTECTION / CLEANUP

A. Not Used

END OF SECTION

SCHEDULE 01 43 15–1
WITNESS SHOP TEST SCHEDULE

Specification Reference:		**Equipment Scheduled for Witness Shop Testing:**
Section No.	**Section Title:**	
23 11 00	Fuel Oil System	Fuel oil storage tank and day tank
23 62 26	Packaged Variable-Refrigerant-Flow Air-Conditioning Systems	HVAC Variable Refrigerant Flow Heat Pumps
23 72 13	Heat-Wheel Air-to-Air Energy-Recovery Equipment	HVAC Energy Recovery Ventilator
23 74 16	Packaged Rooftop Air-Conditioning Units	HVAC Packaged Rooftop Air Conditioning Unit
26 21 18	Integrated Service Equipment	Integrated Service Equipment No. 1, Integrated Service Equipment No. 2
26 24 13	Switchboards	Generator Switchboard
26 24 19	Motor Control Centers	MCCs
26 32 13	Engine Generators	1000KW Standby Diesel Generator
26 36 23	Automatic Transfer Switch	ATS-1A & ATS-1B
40 05 53	Process Valves Four-Inch Diameter and Larger	Process Valves Four-Inch Diameter and Larger
40 05 59.05	Fabricated Stainless Steel Slide Gates	Both influent sluice gates
40 80 81	PMCS Factory Testing	Main Sewage Pumps Control Panel (MSPCP-1600)
40 80 81	PMCS Factory Testing	Pumping Station Monitoring and Control System Panel (PMCS-9110)
40 80 81	PMCS Factory Testing	Backup System Control Panel (BSCP-9120)
40 80 81	PMCS Factory Testing	Electrical Monitoring & Control System (EMCS-1510)
40 80 81	PMCS Factory Testing	Generator Monitoring & Control Panel (GMCP-8510)
43 12 60	Vacuum Priming System	Complete unit including vacuum pumps and receiving tanks
43 23 31.05	Vertical Centrifugal Pumping Units	Complete pumping units including pumps, control systems, and appurtenances

NO TEXT ON THIS PAGE

SECTION 01 43 20 – APPROVAL OF PRODUCT MANUFACTURERS
CONTRACT PS-318

PART 1 GENERAL

1.01 SUMMARY

A. This Section describes the requirements for the use of Product Manufacturers of materials and equipment and the substitution requirements for the use of equivalent materials and equipment.

B. The following index of this Section is presented for convenience:

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1.02 PAYMENT

A. No separate payment shall be made for performing any Work required under this Section. All costs for Work required by this Section shall be included in the applicable lump sum, unit price(s) or allowance(s) as set forth in Section 01 27 00 – Measurement and Payment.

1.03 RELATED SECTIONS

A. Not Used

1.04 REFERENCES

A. A “Named Manufacturer” is defined as a company cited by name in a Specification Section that manufactures, fabricates, assembles, and/or integrates materials,

fixtures, equipment, appliances, or other fittings. Named Manufacturer does not mean a distributor, sales representative, and/or supplier.

1.05 DESCRIPTION

A. Approval of Manufacturers (General)

1. All transactions with manufacturers shall be through the Contractor.

2. Similar materials and equipment of one and the same kind, type, or classification that are used for identical purposes shall be made by the same manufacturer, except that multiple manufacturers may be approved for commodity items including, but not limited to, such items as concrete, conduit and cable, at the discretion of the Engineer.

3. Approval of a proposed manufacturer is conditional upon compliance with the Contract Documents as determined by the Engineer during the subsequent review of the Contractor's submitted Shop Drawings.

4. Unless otherwise approved by the Engineer, the Contractor shall be granted approval for one manufacturer per item.

5. For items of significant import or requiring specialized manufacturing, the Engineer may deny approval based on a determination that the proposed manufacturer:

a. Does not have a plant of sufficient capacity with a production force and plant facilities of the type and size suitable to produce the specified equipment or material required;

b. Does not have an operating quality control department with an experienced and qualified staff;

c. Has not successfully produced similar equipment or materials for at least three (3) years; or

d. Has previously failed to adhere to product specifications, scheduling, delivery requirements, or warranty obligations in connection with City contracts and projects.

B. List of Named Manufacturers in the Bid Booklet

1. The bidder shall indicate on the form in the Bid Booklet (when included) entitled "LIST OF EQUIPMENT/MATERIAL MANUFACTURERS," which manufacturer the bidder intends to use for each item of equipment or material listed on that form, by either:

a. Writing in one of the Named Manufacturers specified in the Specifications for that equipment or material, in which case the indicated Named Manufacturer is not subject to approval by DEP and shall be utilized for that item as part of the Work of the Contract; or

b. As an alternative to selecting a Named Manufacturer, a proposed "or equal" may be submitted for any of the items.

c. The proposed "or equal(s)" must be indicated in the designated column on the form. The submittal of more than one manufacturer for each item of equipment/material will not be permitted. No other requests for substitutions for these items may be submitted during the Work of the Contract, unless otherwise approved by the Engineer.

d. The bidder shall certify its selection of manufacturers by signing the List of Equipment/Material Manufacturers form.

2. The procedure for review by the Engineer for the "or equal" items proposed with a bid on the List of Equipment/Material Manufacturers form shall be as follows:

a. Within 14 days following bid opening, the apparent low bidder shall submit sufficient information to substantiate that the item proposed is the equivalent of that of the Named Manufacturer.

b. Wherever:

1) Information substantiating the request for approval of a substitution is not submitted within said 14-day period, or

2) The submission in support of proposed "or equal" material or equipment has been judged to be unacceptable by the Engineer, then the bidder (if awarded the Contract) shall provide the material or equipment of a Named Manufacturer as specified in the Contract Documents and must submit, within seven calendar days after notice, a revised List of Equipment/Material Manufacturers form identifying the manufacturer of the material or equipment to be provided. If the Contractor fails to timely make this submission, the award may be rescinded and the bid rejected as non-responsive

c. No Shop Drawing submittals shall be made for a proposed "or equal" item prior to approval of List of Equipment/Material Manufacturers form.

C. Named Product Manufacturers Not on the List in the Bid Booklet

1. Whenever materials or equipment not included on the Bid Booklet List of Equipment/Material Manufacturers are indicated in the Contract Documents by referring to a particular Named Manufacturer, the naming is intended to establish the type, function, and quality required. Unless the Contract specifies an item as "Brand Name Only" with no substitution of

any “approved equal” allowed, then materials or equipment of other manufacturers may be approved, if sufficient information is submitted to allow the Engineer to determine that the material or equipment proposed is equivalent or equal to that of the Named Manufacturer.

2. For such materials or equipment, proposed “or equals” may be submitted and reviewed as part of the Contractor’s Shop Drawing approval process. The following shall apply to such determinations:

   a. The Engineer will be the sole judge as to the type, function, and quality of any proposed “or equal” and the Engineer's decision shall be final.

   b. The Engineer may require the Contractor to furnish additional data about the proposed "or equal."

   c. Approval by the Engineer of an “or equal” item shall not relieve the Contractor of the responsibility for full compliance with the Contract Documents.

   d. The Contractor shall pay all costs of implementing approved "or equal(s)”, including any redesign and changes to the Work necessary to accommodate the substitution. These shall include resulting costs incurred by other Contractors (if any) on the project.

D. The following provisions shall apply to all requests to substitute equipment or material manufacturers:

1. The Contractor may be granted approval for one manufacturer per item. However, during the performance of Work, multiple manufacturers may be approved for certain commodity items at the sole discretion of the Engineer, upon written request by the Contractor. The Contractor must include a justification in the written request.

2. The Engineer will evaluate each proposed “or equal” within a reasonable period of time.

3. No substituted item shall be ordered, installed, or utilized without the Engineer's prior written approval of the proposed “or equal.”

4. The bidder’s or Contractor’s substantiating information, which will be considered by the Engineer in evaluating a proposed “or equal”, shall address the following factors:

a. Whether it is equal in construction, function, and efficiency to that of the Named Manufacturer.

b. Whether acceptance of the proposed “or equal” will cause delay in the Contractor's achievement of Substantial Completion.

c. Whether acceptance of the “or equal” for use in the Work will require a change in any of the Contract Documents to adapt the design to the proposed substitution.

d. Whether incorporation or use of the “or equal” in connection with the Work is subject to payment of any ongoing license fee or royalty.

e. The availability of maintenance, repair, and replacement service. The proposed Manufacturer shall have a service agency that is staffed by properly trained personnel and maintains adequate spare parts, and is able to respond and complete repairs within 24 hours.

f. An itemized estimate of all costs that will result directly or indirectly from approval of such “or equal,” including cost of any required redesign and potential claims of other Contractors affected by the resulting change.

g. Whether the proposed “or equal” item meets or exceeds the requirements listed in the appropriate Specifications.

E. Changes Resulting From Approval of Proposed "Or Equal"

1. The Specifications and Contract Drawings were prepared to accommodate the equipment furnished by the Named Manufacturers. All motor horsepower, connecting pipe sizes, equipment dimensions, etc., shown are based on the best information available at the time of design.

2. If proposed "or equal" equipment is different in dimensions, horsepower requirements, pipe connection sizes, or other material characteristics from that provided for in the Contract Documents, and such difference is not the result of changes in design conditions or concept ordered by the Engineer, then the Contractor shall be responsible for the furnishing of all properly sized pipe connections, motor starters, motor control centers, and electrical wiring and connections, and all other Work required to properly install the equipment in complete operating condition.

3. Any necessary redesign resulting from any proposed “or equal” shall be submitted to the Engineer for approval, along with the submission of substantiating information in support of the proposal.

4. The cost of all such revisions shall be considered to be included in the bid price(s) on the Contractor’s Bid Schedule of Prices.

5. The Contractor shall, at no additional cost to DEP, be responsible for and pay all costs in connection with any proposed “or equal,” including, without limitation, inspections and testing of equipment or materials submitted for

review prior to the Contractor's purchase thereof, whether or not the Engineer approves the proposed "or equal." The Contractor shall have and make no claim for an extension of time or for damages by reason of the time taken by the Engineer in considering an "or equal" proposed by the Contractor or by reason of the failure of the Engineer to approve a substitution proposed by the Contractor.

1.06 QUALITY ASSURANCE

A. Not Used

1.07 SUBMITTALS

A. Not Used

1.08 DELIVERY, STORAGE, AND HANDLING

A. Not Used

1.09 SPARE PARTS, SPECIAL TOOLS, AND SUPPLIES

A. Not Used

1.10 WARRANTY

A. Not Used

PART 2 PRODUCTS

2.01 MANUFACTURERS

A. Not Used

2.02 MATERIALS / EQUIPMENT

A. Not Used

2.03 FABRICATION / ASSEMBLING / FINISHES

A. Not Used

2.04 SOURCE QUALITY CONTROL / SHOP TESTS

A. Not Used

PART 3 EXECUTION

3.01 EXAMINATION / PREPARATION

A. Not Used

3.02 INSTALLATION

A. Not Used

3.03 FIELD TESTING / QUALITY CONTROL

A. Not Used

3.04 STARTUP / DEMONSTRATION

A. Not Used

3.05 ADJUSTING / PROTECTION / CLEANUP

A. Not Used

END OF SECTION

NO TEXT ON THIS PAGE

SECTION 01 51 11 – TEMPORARY WATER AND SANITARY SERVICES
CONTRACT PS-318

PART 1 GENERAL

1.01 SUMMARY

A. Contractor shall provide all labor, materials, equipment, incidentals, and appurtenances to furnish, install, and test all temporary water services and temporary sanitary services, complete and operational.

B. The following index of this Section is presented for convenience:

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1.02 PAYMENT

A. No separate payment shall be made for performing any work required under this Section. All costs for Work required by this Section shall be included in the applicable lump sum, unit price(s) or allowance(s) as set forth in Section 01 27 00 – Measurement and Payment.

1.03 RELATED SECTIONS

A. Not Used

1.04 REFERENCES

A. Not Used

1.05 DESCRIPTION

A. The Contractor shall provide and maintain temporary city water and sanitary services for the use of Contractor's personnel on the Site. In addition, the Contractor shall provide all water required to perform the Work of this Contract.

1. Temporary Sanitary Services:

a. Toilet facilities, both exterior and interior, shall be furnished and installed for use by the Contractor's personnel. Toilet fixtures shall be furnished, installed, and maintained in satisfactory operating condition. The Contractor shall keep the temporary toilet fixtures in a clean and sanitary manner.

b. Enclosures for the toilet fixtures shall be erected and maintained in a clean and sanitary manner.

c. Heating and lighting for the enclosures shall be furnished, installed, and maintained by the Contractor.

2. Temporary Water Services:

a. The Contractor shall extend branch piping with outlets located so City water is available by hoses with threaded connections. The Contractor shall be responsible for preventing all temporary pipes and hoses from freezing.

b. The Contractor shall be responsible for providing water meters and appropriate backflow preventers where necessary to protect against contamination of the City water supply.

c. The Contractor shall provide sufficient potable quality drinking water for all personnel employed by the Contractor at the Site.

B. The Contractor shall provide and maintain all temporary city water and sanitary services at the site during construction in compliance with all applicable State, City and local regulations.

1. It shall be the Contractor's responsibility to obtain all necessary permits from the Bureaus within DEP and other City agencies or from local authorities having jurisdiction.

C. Potable water shall be used for testing of potable water lines and domestic needs.

D. The Contractor shall remove all temporary water and sanitary services at the completion of the Work.

1.06 QUALITY ASSURANCE

A. Not Used

1.07 SUBMITTALS

A. Not Used

1.08 DELIVERY, STORAGE, AND HANDLING

A. Not Used

1.09 SPARE PARTS, SPECIAL TOOLS, AND SUPPLIES

A. Not Used

1.10 WARRANTY

A. Not Used

PART 2 PRODUCTS

2.01 MANUFACTURERS

A. Not Used

2.02 MATERIALS / EQUIPMENT

A. Not Used

2.03 FABRICATION / ASSEMBLING / FINISHES

A. Not Used

2.04 SOURCE QUALITY CONTROL / SHOP TESTS

A. Not Used

PART 3 EXECUTION

3.01 EXAMINATION / PREPARATION

A. Not Used

3.02 IMPLEMENTATION

A. Not Used

3.03 FIELD TESTING / QUALITY CONTROL

A. Not Used

3.04 STARTUP / DEMONSTRATION

A. Not Used

3.05 ADJUSTING / PROTECTION / CLEANUP

A. Not Used

END OF SECTION

NO TEXT ON THIS PAGE

SECTION 01 51 12 – TEMPORARY HEAT AND VENTILLATION
CONTRACT PS-318

PART 1 GENERAL

1.01 SUMMARY

A. Contractor shall provide all labor, materials, equipment, incidentals, and appurtenances as specified and required, to furnish, install, and test all Temporary Heat and Ventilation, complete and operational.

B. The following index of this Section is presented for convenience:

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1.02 PAYMENT

A. No separate payment shall be made for performing any Work required under this Section. All costs for Work required by this Section shall be included in the applicable lump sum, unit price(s) or allowance(s) as set forth in Section 01 27 00 – Measurement and Payment.

1.03 RELATED SECTIONS

A. Not Used

1.04 REFERENCES

A. Not Used

1.05 DESCRIPTION

A. General:

1. In order to permit construction to continue as scheduled during all seasons of the year, the Work of the Contract shall be protected at all times from the harmful effects of low temperature and from accumulation of harmful gases such as chlorine, methane, and hydrogen sulfide.

2. Labor may be required seven days a week and during abnormal Project Working Hours for the period of time required by seasonal weather conditions.

3. The Contractor shall begin to supply temporary heat only when so directed in writing by the Engineer and shall continue to supply temporary heat until directed in writing by the Engineer to discontinue.

4. In prosecuting the Work of this Contract, the Contractor shall provide all temporary ventilation necessary for the protection of the Contractor's employees, all other persons at or about the Contractor's Work area, Work, and equipment of the Contractor. Temporary ventilation shall be in accordance with all applicable regulations of the Federal Occupational Safety and Health Act of 1970.

B. Temperature Requirements:

1. When directed by the Engineer, the Contractor shall provide sufficient heat to maintain the temperature requirements prescribed herein. Temperatures shall be maintained at a level sufficient to meet construction requirements, but in no event shall the temperature fall below 50 degrees Fahrenheit.

C. Method of Temporary Heat:

1. Temporary heat shall be in conformance with all applicable Federal, State, and Local regulations and shall be subject to the approval of the Engineer.

2. The method of temporary heat shall:

a. Not cause the deposition of dirt or smudge upon any finished Work or any defacement or discoloration.

b. Not be injurious or harmful to personnel or materials.

c. Not interfere with the operation of the facility or with DEP Operations.

3. The following methods of heat shall not be permitted:

a. Open fires.

b. Electric heating.

c. Salamanders or other direct-fired equipment will not be allowed in construction areas.

d. Torpedo blowers and/or propane heaters will not be allowed in construction areas.

4. The method of temporary heat shall not require any unnecessary demolition or penetration through existing or new structures.

D. Temporary Heating System:

1. Systems shall include boilers, pumps, radiators, unit heaters, water and heating piping, insulation, controls, fuel storage, and/or any other equipment as necessary, all furnished and installed by the Contractor.

E. Method of Temporary Ventilation:

1. Temporary ventilation shall be in conformance with all applicable Federal, State, and Local regulations and shall be subject to the approval of the Engineer.

F. Temporary Ventilation System:

1. The temporary ventilation system shall be forced or gravity type and shall include, but not be limited to fans, motors, inlets, outlets, ductwork, heaters, controls, and all appurtenances.

G. Operation and Maintenance:

1. Temporary Heating:

a. The Contractor shall coordinate operations in the Work of providing temporary heat to ensure sufficient and timely performance of the Work under this Contract.

1) The Contractor shall maintain all permanent or temporary enclosures at no additional cost to DEP.

b. The Contractor shall maintain the temporary heating system in operating condition at all times during the temporary heating period.

1) Temporary heating system equipment shall be placed so as to comply with the requirements specified hereinbefore, and shall be connected, disconnected, and suitably supported and located so as to permit construction Work, including finish Work such as wall plastering and painting, to proceed.

2) The installation of the temporary heating system and the placing of ancillary system equipment and components shall be coordinated with the operations of all Subcontractors so as to ensure sufficient and timely performance of the Work.

2. The Contractor shall remove all portions of the temporary heating system when so directed by the Engineer.

3. Temporary Ventilation:

a. The Contractor shall maintain the temporary ventilation system in operating condition at all times during the performance of Work.

1) Temporary ventilation system equipment shall be placed so as to comply with the requirements specified hereinbefore, and shall be connected, disconnected, and suitably supported and located so as to permit construction Work, including finish Work such as wall plastering and painting, to proceed.

2) The installation of the temporary ventilation system and the placing of ancillary system equipment and components shall be coordinated with the operations of the Subcontractors so as to ensure sufficient and timely performance of the Work.

H. Electrical Power for Temporary Heating and Ventilation System:

1. Temporary Heating System:

a. The Contractor shall provide all labor, materials, and equipment necessary to provide and maintain the temporary electrical system and power necessary for the operation of the temporary heating systems.

2. Temporary Ventilation System:

a. The Contractor shall provide all labor, materials, and equipment necessary to provide and maintain the temporary electrical system and power necessary for the operation of the temporary ventilation systems.

3. Temporary electrical system shall comply with the latest applicable regulations and codes referenced elsewhere in the Specifications.

1.06 QUALITY ASSURANCE

A. Not Used

1.07 SUBMITTALS

A. Not Used

1.08 DELIVERY, STORAGE, AND HANDLING

A. Not Used

1.09 SPARE PARTS, SPECIAL TOOLS, AND SUPPLIES

A. Not Used

1.10 WARRANTY

A. Not Used

PART 2 PRODUCTS

2.01 MANUFACTURERS

A. Not Used

2.02 MATERIALS / EQUIPMENT

A. Not Used

2.03 FABRICATION / ASSEMBLING / FINISHES

A. Not Used

2.04 SOURCE QUALITY CONTROL / SHOP TESTS

A. Not Used

PART 3 EXECUTION

3.01 EXAMINATION / PREPARATION

A. Not Used

3.02 IMPLEMENTATION

A. Not Used

3.03 FIELD TESTING / QUALITY CONTROL

A. Not Used

3.04 STARTUP / DEMONSTRATION

A. Not Used

3.05 ADJUSTING / PROTECTION / CLEANUP

A. Not Used

END OF SECTION

NO TEXT ON THIS PAGE

SECTION 01 51 30 – TEMPORARY ELECTRICAL SYSTEM
CONTRACT PS-318

PART 1 GENERAL

1.01 SUMMARY

A. The temporary electrical system shall be furnished, installed, operated and maintained in accordance with the requirements of this Section and the Contract Drawings.

B. The temporary electrical system shall supply power and light as required for the construction-related activities. The temporary electrical system shall be complete and shall include all auxiliary equipment necessary to support the construction.

C. Attachments

1. Schematic Diagram for Temporary Electrical System Arrangement

D. The following index of this Section is presented for convenience:

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1.02 PAYMENT

A. No separate payment shall be made for performing any Work required under this Section. All costs for Work required by this Section shall be included in the applicable lump sum, unit price(s) or allowance(s) as set forth in Section 01 27 00 – Measurement and Payment.

1.03 RELATED SECTIONS

A. Section 26 05 27 – Grounding

1.04 REFERENCES

A. Temporary electrical system shall comply with the latest applicable provisions and recommendations of the following:

1. Electrical Code of the City of New York.
2. NFPA 70, National Electrical Code.
3. National Electrical Safety Code.
4. Local Codes
5. NYC Local Law 18 of 2014
6. Local Utility Requirements
7. OSHA Regulations

1.05 DESCRIPTION

A. System Description

1. The Contractor shall make all necessary arrangements with the Utility and shall provide a temporary electrical service point connection. Connecting lines and service supply shall be of sufficient capacity to supply all temporary light and power required on the site.
2. Arrangements shall be made with the Utility immediately after notice to commence work in accordance with these Contract Documents.
3. The service shall have provisions for meter connections for Contractor on the worksite and the Engineer's field office. The service shall be branched and metered using circuit breakers or fused switches and meters.
    a. The distribution from each meter to the Contractor's field office and shops at the site shall be the responsibility of Contractor.
    b. The distribution from one (1) meter to Engineer's field office shall be the responsibility of the Contractor.
    c. The distribution from one (1) meter to the construction temporary light, power, and security system shall be the responsibility of the Contractor.
4. Contractor shall be responsible for making arrangements with the Utility to have a sealed meter installed and for payment of same.
5. The energy charges for Contractor's field office and shop usage shall be the responsibility of Contractor.
6. Energy charges associated with the work areas general power and lighting and the security site lighting shall be the responsibility of the Contractor.

Energy charges associated with the Engineer's field office shall be the responsibility of the Contractor.

B. Design Requirements

1. The Contractor shall provide all systems and circuits in accordance with the Electrical Code of the City of New York, NFPA 70, the National Electrical Safety Code, local codes, utility codes, and OSHA requirements.

2. The temporary electrical system shall be provided in accordance with the following design requirements:

a. Contractor and the Engineer's trailer shall have a separate branch.

b. A separate branch shall supply the work area general lighting, power, and security. Receptacles (GFI type) shall be located throughout the work area. Receptacle connected equipment shall be suitable for 120-volt operation. Operating input shall not exceed 1500 volt-amperes. Illumination levels shall be as required by OSHA.

c. Security site lighting circuits shall supply a system of security lighting for the work area, field office complex(s), Contractors' staging areas, and all parking areas. Unless specifically shown otherwise on the Contract Drawings or stated in the Specifications, the system shall be arranged to provide a minimum lighting intensity of 5 foot-candles in these areas.

d. See attached schematic diagram for Temporary Electrical System Arrangement, required at a minimum.

1.06 QUALITY ASSURANCE

A. The temporary general lighting system shall provide lighting for access to and egress from the Work and for safe and expeditious construction within designated enclosed areas of the structure or structures.

B. All temporary electrical system equipment and components shall be of recent manufacture and of proper working order for the intended purpose.

C. The Contractor shall maintain in proper working order and repair the temporary electrical system.

D. The Contractor shall modify, extend, and relocate the temporary electrical system components, as needed, to support construction activities

E. The Contractor shall remove the temporary electrical system when directed by the Engineer.

1.07 SUBMITTALS

A. Contractor shall submit working drawings, shop drawings and material specifications for the approval of the Engineer and the utility in accordance with the requirements of Section 01 33 00 – Submittal Procedures.

B. Working Drawings:

1. One-line diagram representing the power distribution for the temporary system.
2. Location plan indicating the major distribution equipment.
3. Manufacturer's catalog cuts for the products proposed for use.
4. Panel loading, voltage drop, short circuit and other calculations, as required.
5. Security lighting layout.

1.08 DELIVERY, STORAGE, AND HANDLING

A. The temporary electrical equipment shall be delivered, stored and handled in accordance with these Specifications and the manufacturer's recommendations.

1.09 SPARE PARTS, SPECIAL TOOLS, AND SUPPLIES

A. Not Used

1.10 WARRANTY

A. Not Used

PART 2 PRODUCTS

2.01 MANUFACTURERS

A. Not Used

2.02 MATERIALS / EQUIPMENT

A. Electrical Service Connection

1. The Contractor shall provide a service entrance and distribution center at the service point. Service entrance and distribution equipment shall be in accordance with the following:
    a. Enclosures shall be rated NEMA 3R.
    b. Meter pans shall be suitable for revenue meters furnished by the utility.
    c. Circuit breakers shall be thermal magnetic type. Circuit breakers shall be equipped with lockable handles.
    d. Disconnect switches shall be fused type with current limiting fuses. Disconnect switches shall be equipped with padlocking features.

e. All equipment shall be approved by the Utility.

2. The Contractor shall also provide the following other equipment at the service point:

a. Eight foot high, steel chain link fence with gate shall enclose the service entrance and distribution center. The fence shall be arranged so to permit a minimum clearance distance of 6 feet between the fence and the equipment.

b. The fence shall include baked enamel, 14 by 10 inch caution signs. The signs shall read, "DANGER - HIGH VOLTAGE - KEEP – OUT". The signs shall be bolted to the fence on each side of the fence and on the main gate.

c. A 4/0 AWG ground grid consisting of four ground rods, one at each corner, shall be provided. Maximum ground resistance shall be 10 ohms. Grounding shall be in accordance with Section 26 05 27 – Grounding.

B. Raceways and Wiring

1. All conductors shall be 600 volt, enclosed in properly sized raceways or be routed aerially using Type AC, MC or TC cable.

2. Conductors shall be provided for all devices, suitably sized for the intended purpose. Conductors installed in raceways shall be single conductor type THHN/THWN or equal to be approved by the Engineer and the utility. Armored cable, Type AC, metal-clad cable, Type MC or power and control tray cable, Type TC shall also be permitted.

3. Raceways where used shall be suitably sized for the conductors. Raceways shall be rigid metallic type.

4. Aerially routed cables shall be messenger supported from solid wood poles or other recognized means. Messenger shall be high strength galvanized steel.

5. Poles shall have a class suitable for the installation in accordance with the National Electrical Safety Code and the utility and shall be thirty feet length minimum. Poles shall be guyed at angle or corner runs and when eccentrically loaded.

C. Lighting Fixtures and Devices

1. Receptacles (GFI type) shall be grounded type, 120 volt, 20 ampere suitable for hand tools such as drills, hammers and grinders.

2. All temporary lighting shall use high-efficacy lamps in compliance with NYC Local Law 18 of 2014, as specified below:

a. 60 lumens per watt for lamps over 40 watts;

b. 50 lumens per watt for lamps over 15 watts but less than or equal to 40 watts; and

c. 40 lumens per watt for lamps 15 watts or less.

3. General lighting lamps shall be LED equivalent to 100 watt installed in suitable lamp holders. Security lighting lamps shall be LED equivalent to 400 watt high-pressure sodium installed within a floodlight type fixture suitable to illuminate the intended area.

4. Switches, breakers and miscellaneous equipment shall be suitable for the intended purpose, with voltage, current and short circuit interrupting ratings as required for the circuits.

2.03 FABRICATION / ASSEMBLING / FINISHES

A. Grounding

1. The temporary systems shall be grounded in accordance with the requirements of Section 26 05 27 – Grounding.

2.04 SOURCE QUALITY CONTROL / SHOP TESTS

A. Not Used

PART 3 EXECUTION

3.01 EXAMINATION / PREPARATION

A. Not Used

3.02 INSTALLATION

A. Temporary wiring systems shall be installed without interfering with the work of other contractors.

B. The ground grid cable shall be installed in loop fashion completely around and outside the service point fence. The fence and distribution equipment shall be connected to the grid at a minimum of two locations.

C. The temporary general lighting system shall be installed progressively in structures as the designated areas are enclosed or as lighting becomes necessary because of partial enclosure. Lamps shall be installed to provide an even distribution of illumination over the work areas.

D. Receptacles shall be installed in such a manner so as to reach any point in the work areas with an extension cord not to exceed 40 feet in length.

E. Security lighting shall be installed on poles to illuminate the staging and parking areas.

F. Aerial conductors shall be installed at a minimum height of 14 feet above finished grade. When conductors cannot be routed at the proper height or where it will

interfere with plant operations or construction activities, conductors shall be provided in rigid steel conduit and installed underground.

3.03 FIELD TESTING / QUALITY CONTROL

A. Operation

1. The Contractor shall keep the temporary power and lighting system alive each working day from 6:00 A.M. to 6:00 P.M., from Monday to Friday inclusive for the duration of the Contract. This requirement includes provision of one electrician available on-call at all times for incidental modifications of the temporary electrical system as directed by the Engineer or to maintain the electrical equipment and power distribution systems at the site. Areas of the Work designated by the Engineer as requiring the use of the temporary electrical system to function outside of the above hours shall be energized continuously or as directed by the Engineer. These areas include security lighting and the Engineer's trailer complex.

3.04 STARTUP / DEMONSTRATION

A. Not Used

3.05 ADJUSTING / PROTECTION / CLEANUP

A. Maintenance

1. The temporary electrical system shall be maintained and repaired until it is no longer required.

2. Lamps, fuses and other equipment shall be repaired and/or replaced, as required.

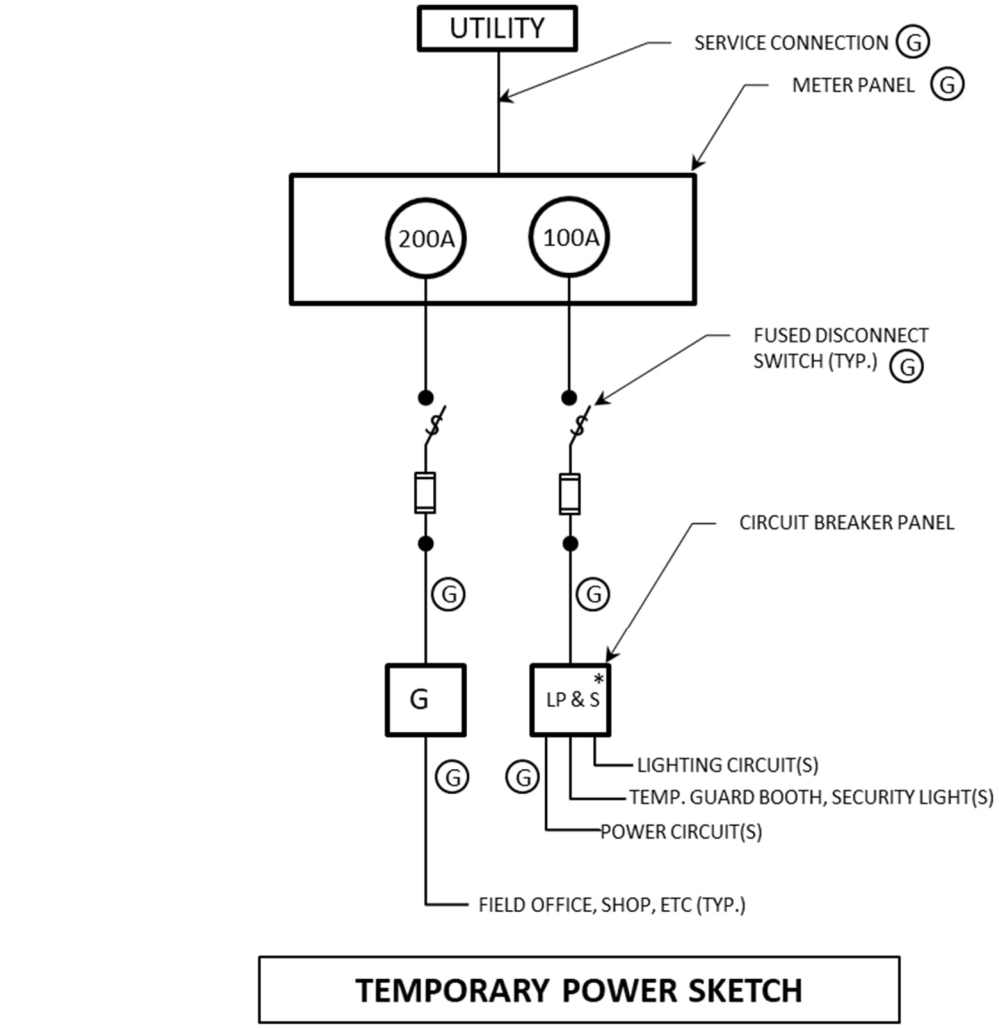
B. Removal

1. At the conclusion of the work, when directed by the Engineer, the temporary system shall be removed by the Contractor in its entirety. The ground surfaces and structures disturbed by the work shall be restored to their original condition.

END OF SECTION

NO TEXT ON THIS PAGE

TEMPORARY ELECTRICAL SYSTEM ARRANGEMENT



TEMPORARY POWER SKETCH

G BY GENERAL CONTRACTOR

G GENERAL CONTRACTOR

* SUPPLY WITH MAIN BREAKER

NO TEXT ON THIS PAGE

SECTION 01 51 40 – INTERIM POWER
CONTRACT PS-318

PART 1 GENERAL

1.01 SUMMARY

A. Interim Electrical System shall be provided in accordance with the requirements of the Contract Documents and in accordance with NYC Electrical Code and all applicable standards, regulations, and codes.

B. The following index of this Section is presented for convenience:

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1.02 PAYMENT

A. No separate payment shall be made for performing any Work required under this Section. All costs for Work required by this Section shall be included in the applicable lump sum, unit price(s) or allowance(s) as set forth in Section 01 27 00 – Measurement and Payment.

1.03 RELATED SECTIONS

A. Section 01 33 00 – Submittal Procedures

B. Section 01 51 50 – Interim Pumping System

C. Section 26 05 53 – Identification for Electrical Systems

D. Section 26 05 20 – Low-Voltage Wires, Cables and Accessories

E. Section 26 05 27 – Grounding

1.04 REFERENCES

A. Definitions

1. Low-Voltage as used in this Section and the Specifications shall mean all equipment, conductors, insulation systems and accessories intended for operation within the 600 V Class.

2. Interim Facility/Interim Facilities – All facilities required to provide a bridge from existing operational facilities to the permanently installed facilities to be provided under this Contract. Interim Facilities are required to provide a level of service equal to that of the existing facilities or level of service which may be equal to that to be provided by the permanently installed facilities. The Interim Facilities includes all facilities set out in Section 01 51 50 – Interim Pumping System.

3. Interim Generator – An electric generator to provide electrical power to the Interim Facilities. The Interim Generator may be the sole electric power source or it may be provided in standby to the Electric Utility. See Contract Drawings

4. Service point – The point at which the Electric Utility or the Interim Generator connects to provide the Interim Facility with electrical power.

5. Electric Utility or Utility – All references to the Electric Utility or Utility shall mean the Local Electric Utility having jurisdiction as defined in this Section and the Contract Documents.

6. Con Edison – Local Electric Utility having jurisdiction.

B. Reference Standards

1. The Interim Electrical System shall comply with the latest applicable provisions and recommendations of the following:

a.	NYCEC	-	New York City Electrical Code
b.	NFPA 70E	-	Standard for Electrical Safety in the Workplace
c.	NESC	-	National Electrical Safety Code
d.	OSHA	-	Rules of the Occupational Health and Safety Administration

1.05 DESCRIPTION

A. System Description

1. The Contractor shall furnish and install an Interim Electrical System to provide interim electrical power service to the Interim Facilities.

2. The Interim Electrical System shall consist of low-voltage power sources supplying the low-voltage electrical distribution system and associated controls.

3. The Interim Electrical System shall be required to keep the Interim Facilities in service for the periods required in the Contract Drawings and Specifications or as directed by the Engineer.

4. The power sources for the Interim Electrical Systems shall be service feeder/s of the Electric Utility and/ or Interim Generator/s.

5. The layout of the Interim Electrical System shall be as shown on the Contract Drawings.

B. Design Requirements

1. The Contractor shall design, furnish and install the Interim Electrical Systems all in accordance with the NYCEC, NESC, Local Codes, Utility and OSHA requirements.

2. The Contractor shall coordinate and design the Interim Electrical System ensuring that the following are achieved:

a. The design of the Interim Electrical System shall ensure that the Interim Facilities shall be safely operated and in keeping with the requirements of NYCEC, NFPA 70E and OSHA.

b. The design of the Interim Electrical System shall maintain the required level of tolerances limits of frequency, voltage, power, and var support to all loads of the Interim Facilities.

c. The design of the Interim Electrical Systems shall provide for the detection and disconnection of faulty sources, loads, and distribution equipment. Fault discrimination shall be achieved selectively.

3. Interim Electrical System design shall be completed and sealed by a NYS Licensed Engineer.

1.06 QUALITY ASSURANCE

A. All Interim Electrical System equipment and components shall be of recent manufacture and suitable for the intended purpose.

B. The Contractor shall repair and maintain in proper working orderthe Interim Electrical System.

C. Contractor is responsible for all maintenance costs of the Interim Electrical System.

D. The Contractor shall modify, extend, and relocate the Interim Electrical System components, as needed, to support the Interim Facility operations.

1.07 SUBMITTALS

A. Contractor shall submit shop drawings and material specifications for the approval of the Engineer and the Utility in accordance with the requirements of the Section 01 33 00 – Submittal Procedures.

B. Shop Drawings

1. The following shall be submitted:

a. Manufacturer's catalog cuts for the products proposed for use.

b. One line diagrams detailing and representing the Interim Electrical System.

c. Plans, Elevations, and Sections showing the location of all Interim Electrical System equipment and loads.

d. Cable and Conduit Schedules showing all below ground and above ground routing of all conduits, duct banks, and overhead raceways and cables.

e. All control wiring and schematics

f. All calculations showing details of the design of the Interim Electrical System including but not limited to conductor sizes, determination of voltage drops, establishment of breaker duties, fault calculations, protective device coordination, protective device settings, sizing of generators, sizing of Utility service feeders, and determination of Arc Flash requirements.

g. Lighting layout, calculations, and illumination levels for interior and surrounding environment of the Interim Facilities.

h. All Interim Electrical System design drawings shall be stamped and signed by the NYS Licensed Engineer.

i. Calculations and studies shall be submitted in a report format. Each report shall be stamped and signed by the NYS Licensed Engineer.

1.08 DELIVERY, STORAGE, AND HANDLING

A. The Interim Electrical System shall be delivered, stored, and handled in accordance with this Section, the Contract Documents, and the manufacturer's recommendations.

1.09 SPARE PARTS, SPECIAL TOOLS, AND SUPPLIES

A. Not Used

1.10 WARRANTY

A. Not Used

PART 2 PRODUCTS

2.01 MANUFACTURERS

A. Not Used

2.02 MATERIALS / EQUIPMENT

A. Utility Electrical Service

1. The Contractor shall provide a service entrance and distribution center at the service point. Service entrance and distribution equipment shall be as shown the Contract Drawings and the following:

   a. Meter pans shall be suitable for revenue meters furnished by the utility.

   b. Circuit breakers shall be thermal magnetic type. Circuit breakers shall be equipped with lockable handles.

   c. Disconnect switches shall be fused type with current limiting fuses. Disconnect switches shall be equipped with padlocking features.

   d. All equipment shall be approved by the Utility.

B. Generator Electrical Service

1. The Contractor is responsible for delivering and installing an adequately sized Interim Generator at the service point. Service entrance and distribution equipment shall be as shown the Contract Drawings and as follows:

2. The Contractor shall be responsible for getting all applicable permits and certificates.

3. The Contractor is responsible for ensuring that the Interim Generator is completely fueled under all conditions of service of the Interim Facility.

4. The Interim Generator fuel tank shall be sized to run 24 hours as a minimum with the full load of the Interim Facility.

C. Other Service Point Equipment

1. Service Point

   The Contractor shall also provide the following equipment at the service point:

   a. Eight foot high, steel chain link fence with gate shall enclose the service entrance and distribution center. The fence shall be arranged so to permit a minimum clearance distance of 6 feet between the fence and the equipment.

   b. The fence shall include baked enamel, 14 by 10 inch caution signs. The signs shall read, “DANGER - HIGH VOLTAGE - KEEP –

OUT". The signs shall be bolted to the fence on each side of the fence and on the main gate.

c. A 4/0 AWG ground grid consisting of four ground rods, one at each corner, shall be provided. Maximum ground resistance shall be 10 ohms. Grounding shall be in accordance with Section 26 05 27 – Grounding.

2. Environmental Ratings

Enclosures at the service point shall comply with the following:

a. The service entrance equipment enclosure shall be as follows:

1) Non-Hazardous Locations

a) Indoor dry locations, enclosures shall be rated NEMA 12.

b) Outdoor locations, enclosures shall be rated NEMA 3R.

c) Corrosive locations, enclosures shall be rated NEMA 4X.

2) Hazardous Locations

a) Enclosures shall be NEMA 7.

3) Indoor and outdoor enclosures in corrosive locations shall be constructed from 316 stainless steel.

D. Raceways and Wiring

1. All low-voltage conductors shall be enclosed in properly sized raceways or be routed aerially in accordance with Section 26 05 20 – Low-Voltage Wires, Cables and Accessories.

2. Conductors shall be provided for all devices and be suitably sized for their intended purpose. Conductors installed in raceways shall be single conductor type THHN/THWN or equal to be approved by the Engineer and the Electric Utility.

3. Raceways shall be rigid metallic type.

4. Aerially routed cables shall be messenger-supported from solid wood poles or other recognized means. Messenger shall be high strength galvanized steel.

5. Poles shall have a class suitable for the installation in accordance with the NESC and the Electric Utility, and shall have a minimum length of thirty feet (30). Poles shall be guyed at angle or corner runs and when eccentrically loaded.

E. Lighting Fixtures and Devices

1. Contractor shall provide lighting fixtures and devices as specified in the Section 01 51 30 – Temporary Electrical System.

F. Nameplate and Signs

1. Contractor shall provide all nameplates, signs conduit markers, conduit tags, and Arc Flash Labels as specified in Section 26 05 53 – Identification for Electrical Systems.

2.03 FABRICATION / ASSEMBLING / FINISHES

A. Grounding

1. The Interim Electrical System shall be grounded in accordance with the requirements of Section 26 05 27 – Grounding and as shown on the Contract Drawings.

2.04 SOURCE QUALITY CONTROL / SHOP TESTS

A. Not Used

PART 3 EXECUTION

3.01 EXAMINATION / PREPARATION

A. Not Used

3.02 INSTALLATION

A. The Interim Electrical System shall be installed without interfering with Work of the Contract.

B. The ground grid cable shall be installed in loop fashion completely around and outside the service point fence. The fence and distribution equipment shall be connected to the ground grid at a minimum of two (2) locations.

C. Lighting shall provide an even distribution of illumination in and around the Interim Facilities.

D. The layout of receptacles shall facilitate the use of extension cords in the Interim Facilities. The max length of extension cord used in the Interim Facilities shall be 20 feet.

E. Aerial conductors shall be installed such that a minimum clearance height of fourteen (14) feet above finished grade is maintained. When conductors cannot be routed at the proper height or where it will interfere with Interim Facility operations or construction activities, conductors shall be provided in rigid steel conduit and installed underground.

F. The Contractor shall make all necessary connections and fuel the Interim Generator during changes to the Electric Utility connections or Interim Facility operation.

3.03 FIELD TESTING / QUALITY CONTROL

A. Operation

1. The Contractor shall keep the Interim Electrical System in service until the Engineer determines that it is no longer required.

2. The Interim Electrical System shall be field tested.

a. The field test shall be witnessed by the Engineer.

b. The field test shall demonstrate the ability of the Interim Electrical System to maintain power to all Interim Facility loads within the specified limits of frequency, voltage and current loadings.

c. The field test shall demonstrate the Interim Electric System operation on the Electric Utility and on the Interim Generator.

d. The field test shall demonstrate the operation of switching equipment installed to facilitate the transfer of Interim Facility load from the Electric Utility to the Interim Generator and return to the Electric Utility.

e. The field test report shall be submitted for review and approval by the Engineer.

3. Contractor shall not modify or remove from service any existing arrangements providing power to existing operational equipment until the Interim Electrical System has been field tested, the field test report has been approved, and date and time to commence continuous operation of the Interim Electrical System has been approved by the Engineer.

3.04 STARTUP / DEMONSTRATION

A. Not Used

3.05 ADJUSTING / PROTECTION / CLEANUP

A. Maintenance

1. The Interim Electrical System shall be maintained and repaired, until it is no longer required.

2. Lamps, fuses, and other equipment shall be repaired and/or replaced, as required.

B. Removal

1. When directed by the Engineer, the Interim Electrical System shall be removed in its entirety. All ground surfaces and structures disturbed by the Interim Electrical System shall be restored to their original condition.

END OF SECTION

SECTION 01 51 50 – INTERIM PUMPING SYSTEM
CONTRACT PS-318

PART 1 GENERAL

1.01 SUMMARY

A. The Contractor shall provide all labor, materials, equipment, incidentals, and appurtenances as shown, specified, and required to furnish, install, test, and place into satisfactory operation an interim pumping system that is complete and operational.

1. The Contractor shall bear responsibility for operation of the interim pumping system.

B. The following index of this Section is presented for convenience:

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C. The following schedules, attached after the end of section designation, are a part of this Section:

1. Schedule 01 51 50-1, Interim Pumping System Characteristics

2. Schedule 01 51 50-2, Interim Pump Characteristics

1.02 PAYMENT

A. No separate payment shall be made for performing any Work required under this Section. All costs for Work required by this Section shall be included in the

applicable lump sum, unit price(s) or allowance(s) as set forth in Section 01 27 00 – Measurement and Payment.

1.03 RELATED SECTIONS

A. Section 01 51 40 - Interim Power

B. Section 01 56 00 - Temporary Barriers and Enclosures

C. Section 01 65 00 – Product Delivery Requirements

D. Section 01 66 00 – Protection of Materials and Equipment

E. Section 01 71 30 - Protection and Restoration of Structures

F. Section 01 71 50 - General Construction Requirements

G. Section 01 73 12 - Maintenance of Operations and Construction Staging

H. Section 02 41 10 – Demolition and Removals

I. Section 05 05 23.02 – Miscellaneous Metal Fastenings

J. Section 26 05 20 – Low-Voltage Wires, Cables and Accessories.

K. Section 26 05 33 – Raceways and Boxes for Electrical Systems.

L. Section 26 05 91 – Low-Voltage Electric Motors

M. Section 40 05 05 – Exposed Piping Installation

N. Section 40 05 06 – Couplings, Adapters, and Specials for Process Piping

O. Section 40 05 53 – Process Valves Four-inch Diameter and Larger

P. Section 40 05 97 – Identification for Process Equipment.

Q. Section 40 61 96 – PMCS Control Strategies

R. Section 40 67 16 – PMCS Panels and Enclosures

S. Section 40 79 91 – PMCS Field Instruments

T. Section 43 05 21 – Common Work Results for Pumping Units

1.04 REFERENCES

A. Reference Standards:

1. Applicable sections of the NYC Climate Resiliency Design Guideline

2. Applicable Sections of the latest version of BWT's notification procedures, Bureau Directive 13-06:

a. Raw Sewage Bypasses.

1.05 DESCRIPTION

A. Service Conditions:

1. The interim pumping system shall include all components and appurtenances required to construct, commission, operate, and maintain the

interim pumping system regardless of whether they are specifically referenced herein or shown on Contract Drawings.

2. The Contractor shall bypass two influent sewers as shown on Contract Drawings to the station wet well through the interim pumping system during the upgrades of the pumping station. If any sewer overflow events occur due to inability of the interim pumping system to convey the design flow, then the Contractor shall be responsible for all fees, damage, and cleanup related to the event. The Contractor shall not be responsible for events where flow is greater than the design flow, however the Contractor must substantiate with data in these instances that the design flow was being conveyed by the interim pump station and there was no interruption in service. If this cannot be shown, then the Contractor shall be responsible for all fees, damage, and cleanup related to the event.

3. The Contractor shall respond to any unexpected interruptions to the designed service in a timely manner. While the pumping system has the capacity to discharge all expected flows, any disruption to the operation of a pump will result in an accumulation and eventual overflow of raw wastewater in times of wet weather. It is critical that the contractor respond rapidly to repair, restart, or replace the affected pump as necessary. In all cases, the replacement and/or repair shall be made to restore full operating and standby capacity within 48 hours in dry weather conditions and 24 hours in wet weather conditions.

B. The Work under this Section shall include, but not be limited to, the following components:

1. All material and equipment in this Section shall be new unless otherwise shown on the Contract Drawings.

2. Interim Process Interconnections:

   a. Provide all piping, valves (air release valves, gate valves, and check valves), and fittings necessary for a functional Interim Pumping System or as required by the Contract Drawings.

   b. Provide insulation and heat tracing if shown, specified, and/or necessary to prevent freezing of the Interim Pumping System.

   c. Provide pipe supports, including (but not limited to): thrust blocks, saddles, supports, and seismic restraints as necessary and required to accommodate all forces.

   d. Provide surge devices, and any other appurtenances necessary and/or required, to provide an Interim Pumping System that is complete and suitable for safe operation.

3. Interim Pumps:

a. Pumps shall be capable of providing, as a system, the turndown necessary to cover the full range of design flows specified herein, without exceeding the number of individual pump starts per hour specified herein.

b. Provide a Variable Frequency Drive (VFD) for each Interim Pump.

1) Across Line Starters shall not be used for Interim Pumps.

4. Temporary Flow Isolation to Wet Well:

a. Provide bulkhead(s) to isolate the area(s) of work from receiving process flow and to divert flow to the Interim Pumping System, as necessary for the installation and removal of the Interim Pumping System, and/or if shown on the Contract Drawings.

b. Provide Diving Services if necessary for bulkhead installation and removal, or if specified in the Contract Documents.

c. Contractor shall provide firm flow capacity at any given time as required by Section 01 73 12 – Maintenance of Operations and Construction Staging.

5. Interim Electrical System:

a. Provide an Interim Electrical System to power the Interim Pumping System and associated equipment provided under this Section, as per the requirements of Section 01 51 40 - Interim Power, and the Contract Drawings.

b. Components and installation shall comply with the NEC and New York City Electrical Codes.

6. Interim Pump Controls:

a. Provide level controls and measurement devices with digital LCD displays.

b. Provide one (1) Local Control Station (LCS) for each Interim Pumping System pump and equipment.

1) LCS shall include: indicating lights, selector switches, control hardware, emergency Stop mushroom pushbuttons, and Unistrut-style supports and anchorages.

c. Provide an Interim Main Sewage Pump Control Cabinet that includes water level monitoring systems and MSP ON/OFF controls automatically and manually.

C. Contractor and Work shall conform to the requirements of Bureau Directives 13-06 (applicable sections referenced herein) and 14-05, and the applicable sections of the Crucial Equipment Flood Elevation for Climate Change Design Guidelines.

D. Any other associated materials, equipment, and apparatuses including spare parts that are necessary for the successful operation and maintenance of the Interim Pumping System.

E. Repairs and/or replacements shall be made as expeditiously as possible, but in all cases shall be made to restore full operating and standby capacity within 48 hours.

F. Final disposition of the Work provided under this Section at the conclusion of the interim pumping period shall be as specified in Section 02 41 10, Demolition and Removals.

G. The Contractor shall provide conduit and wiring interconnections that conform to NEC requirements as well as to the requirements of Section 26 05 20, Low-Voltage Wires, Cables and Accessories, and Section 26 05 33 - Raceways and Boxes for Electrical Systems.

H. Seismic Design Requirements:

1. The Contractor shall conform to the seismic design requirements for this Project as specified in Section 01 71 50 - General Construction Requirements, and for the Work of this Section.

2. Provide all equipment bases, anchorage, supports, and foundations designed in accordance with the seismic requirements specified in Section 01 71 50 - General Construction Requirements.

3. Additionally, provide certification for all equipment signed by a licensed Professional Engineer, registered in New York State, with experience in structural engineering which states that computations were performed and that all components have been sized for the seismic forces specified and indicated.

1.06 QUALITY ASSURANCE

A. The Contractor may elect to retain a Subcontractor (hereinafter referred to as the Operator), who is specialized in interim pumping operations of raw sewer (dry weather and wet weather) influent flowrates comparable to those of this Project.

1. If the Contractor retains the Operator, the requirements of this Article shall apply to the Operator. At minimum, the Contractor shall provide a crew of two Operator employees, which includes the pump station operator, for 2-4 hours per day, including weekdays, weekends, and holidays to perform routine inspections and maintenance activities as necessary to ensure the interim pumping system remain continuously operational until the permanent pump station is commissioned and accepted.

2. The performance of the Operator and staff shall remain the responsibility of the Contractor at all times.

B. Qualifications:

1. The Contractor/Operator shall have a minimum of five (5) years of experience in the operation of substantially similar interim pumping systems and shall show evidence of performing satisfactory operation in at least five (5) installations. Submitted references shall include detailed information of the referenced systems and Operator personnel, as well as facility owner contact information.

C. Field Measurements:

1. All existing conditions, measurements, and elevations shall be field-verified and submitted in the shop drawings. Any major discrepancies between the field measurements and the contract drawings shall be promptly brought to the attention of the Engineer.

D. Regulatory Requirements and Third-Party Coordination:

1. The Contractor shall meet all requirements of regulatory agencies having jurisdiction over the Work performed under this Contract, including (but not limited to): OSHA, NYCDOT, MTA, NYCDEP, USEPA, NYCDEC, NYSDEC, FDNY, NYCEC, and LPC.

2. The Contractor shall coordinate with all third parties for Work relating to the interim pumping system, including but not limited to: Con Edison, Verizon, National Grid, private property owners, property lines and easements, etc.

1.07 SUBMITTALS

A. Submittals shall comply with the requirements of the Contract Documents. In addition, submittals shall include, but not be limited to:

1. Action Submittals:

a. Qualifications:

1) Submit the qualifications of the Contractor (or, the Contractor's Operator, if applicable.

b. Detailed Plan outlining all steps, provisions, and precautions to be taken by the Contractor regarding the diversion of incoming flows during construction:

1) The Contractor shall retain the service of a New York State licensed Professional Engineer to review and approve the Interim Pumping System Plan. The PE shall sign and seal the Plan.

2) The Plan shall be submitted to the Engineer for approval ninety (90) consecutive calendar days in advance of commencing the Interim Pumping System construction.

a) This milestone shall be tracked in the Contractor's CPM schedule.

3) This Plan shall be specific and complete.

4) A letter of compliance shall be submitted with the Plan stating that the Interim Pumping System is fully in compliance with the Contract Documents.

a) Receipt of this letter by the Engineer and DEP does not relieve the Contractor of any liability regarding the Interim Pumping System. The Contractor is solely responsible for installing, operating, and maintaining the Interim Pumping System.

5) The Plan shall include a copy of all submittals specified in this Section.

c. Detailed hydraulic calculations for all interim pumping conditions and for the full range of interim pumping flows:

1) Hydraulic calculations shall include the following:

a) Total Dynamic Head (TDH)

b) Velocities through all interim process mechanical and/or civil yard piping, conduit, channels, sewers, and/or other interconnections.

c) Cv calculations for all valves.

d) Friction and minor losses through all interim process mechanical and/or civil yard piping, conduit, channels, sewers, and/or other interconnections.

e) Interim pump Net Positive Suction Head Required (NPSHr)

f) Interim pump Net Positive Suction Head Available (NPSHa)

g) Wet well or suction location water levels and depths.

h) Pump starts per hour.

i) Pumping strategy (i.e., flow ranges for lead, lag, etc. pumps).

2) Graphs showing interim pump performance curves and system curves for the range of pumping conditions specified herein.

a) The system curves shall be superimposed on single and multiple pump operation curves to demonstrate meeting all flow requirements.

3) All submittal calculations shall be prepared, signed, and sealed by a New York State licensed Professional Engineer.

d. Drawings and sketches, in plan and in section, showing the piping plan, elevation, and alignment, with all fittings, valves, supports, and appurtenances.

1) The Contractor shall include the following with the submitted drawings and layouts of the interim piping plan:

a) Size, material, and method of installation, cleaning, and testing of the temporary piping, and if applicable, methods of protection from traffic and vandalism.

b) Detailed design of force main freeze protection system, including pipe insulation and heat tracing, and any other required equipment for the continuous operation of the force main in cold weather.

c) Plan and section drawings showing connection details of the temporary piping in the suction and discharge locations.

d) Size, material, method of installation, staging, and testing details on any hot-tapping required for existing sewers, FMs, or manholes.

e) Size, material, type, method of installation, staging, and testing of the temporary bulkheads required.

2) All design drawings and sketches shall be signed and sealed by a Professional Engineer licensed in the State of New York and shall be submitted to the Engineer for approval.

e. Detailed design of pipe supports for the entire length of the temporary force main, including calculations, sizing, details, and shop drawings as applicable, for thrust blocks, seismic restraints, anchorages, and any other applicable supports, signed and sealed by a Professional Engineer licensed in the State of New York. All existing structures shall be evaluated for adequacy at the locations where supports are attached. Supports shown on the Contract Drawings are for example only and are not for construction.

f. Detailed water-hammer and surge analysis, showing profiles, schematics, hydraulic grade lines, and including all calculations for waterhammer and surge, signed and sealed by a Professional Engineer licensed in the State of New York.

g. Catalog cut sheets of the following:

1) The interim pumps.

2) Piping, fittings, couplings, valves, supports, and associated apparatuses.

3) Tapping devices and procedures.

4) Flow elements.

5) Heat tracing and isolation.

6) Level sensors.

7) VFDs and associated pump controls.

8) Heat tracing and insulation, if included in the Interim Pumping System.

h. Comprehensive schematic and control panel wiring diagrams showing the wiring for each electrical or electro-mechanical equipment item, as well as interconnecting and point-to-point field wiring diagrams for wiring between all components provided under this Section.

i. Interim Pumping System control strategies (including operating levels).

1) Also, submit a detailed description of the alarm system(s) that will be utilized to notify the Contractor in case of a failure of the Interim Pumping System.

j. Detailed Maintenance of Facility Operations plan developed specifically for Interim Pumping System operations.

k. Details on the relocation of existing DEP utility, water, and/or sewer lines, including pipe plans and profiles with fittings, appurtenances, thrust blocks, seismic restraints, and any applicable supports, signed and sealed by a Professional Engineer licensed in the State of New York.

l. Noise control methods that the Contractor shall utilize for each pump or interim electrical generator.

m. A security implementation plan to detail the means and methods that ensure the safe and continuous operation of the interim pumping system. At a minimum, the plan shall address monitoring, detection, notification, and remedial measures against leakage, vandalism, freezing, and traffic damage.

n. If applicable, for interim operation of permanent equipment until Substantial completion, the following shall be provided by the Contractor:

1) Pumping Systems Control Strategies.

2) Detailed description of the notification alarm system(s) to be utilized in case of a failure.

3) A detailed Maintenance of Facility Operation Plan.

4) An Environmental Health and Safety Plan for facility operations.

o. Flow Isolation Plan:

1) The Contractor shall submit for review a Flow Isolation Plan (FIP) for all work requiring temporary isolation of flow in the wet wells and pipes. The FIP shall be submitted a minimum of two weeks prior to commencing any portion of the work requiring isolation of flow.

2) The FIP shall include:

a) Location(s) of flow isolation.

b) For each location requiring isolation of flow, description of the device or method of isolating flow including size, type, material, method of installation, staging, testing, and monitoring of the flow isolation device.

c) Calculations and design drawings for each flow isolation location, including design head or pressure on the flow isolation device. Calculations shall be sealed and signed by a professional engineer licensed in the state of New York in civil or mechanical engineering.

d) Installation schedule and expected duration of the flow isolation for each location.

e) Required coordination with DEP for operation of existing gates or other equipment; temporary shut-downs.

2. Information Submittals:

a. Reports of Certified Shop Tests:

1) Certified shop test reports for all interim pumping equipment shall be submitted to the Engineer for approval, including:

a) The interim pumps.

b) The interim control panels.

b. Reports of Field Tests:

1) Reports of field tests shall be submitted as specified herein and in accordance with Section 01 75 10 - Preliminary and Final Field Tests.

a) Prior notification of field tests shall be submitted for all equipment as specified in Section 01 75 10 - Preliminary and Final Field Tests.

c. Reports of manufacturer's representative Site visits shall be submitted as specified herein and in accordance with the Contract Documents.

B. Submit details for the interim electrical system in accordance with Section 01 51 40 – Interim Power.

C. Comply with all submittal requirements specified under Section 01 73 12 - Maintenance of Operations and Construction Staging.

1.08 DELIVERY, STORAGE, AND HANDLING

A. The Contractor shall deliver materials provided under this Section in accordance with the requirements of the Contract Documents, Sections 01 65 00 – Product Delivery Requirements, and 01 66 00 – Protection of Materials and Equipment.

B. The Contractor shall store and handle materials provided under this Section in accordance with the requirements of the Contract Documents.

1.09 SPARE PARTS, SPECIAL TOOLS, AND SUPPLIES

A. The Contractor shall have provide spare parts and special tools necessary to service, disassemble, repair and adjust the equipment provided under this Section, and as per the requirements of the Contract Documents. In addition:

1. Spare parts and special tools shall be available and ready for immediate operation and use in the event of an emergency or breakdown.

2. The Contractor shall provide lubrication for pumping units in accordance with the requirements of Section 43 05 21, Common Work Results for Pumping Units. In addition, the Contractor shall provide suitable lubrication for the interim pumps for the duration the Interim Pumping System is operated.

B. Motors: Provide electric motor spare parts in accordance with Section 26 05 91 – Low-Voltage Electric Motors.

C. Tools: Provide standard and special tools and supplies necessary to service, disassemble, repair and adjust the equipment, products. Adequate hoisting equipment for each pump and accessories shall be maintained on site.

D. Repairs and/or replacements shall be made as expeditiously as possible, but in all cases shall be made to restore full operating and standby capacity within 48 hours.

1.10 WARRANTY

A. The Contractor shall obtain from the manufacturer and provide to DEP the manufacturer’s standard warranty, in an acceptable form, warranting against defects in design, materials, abnormal aging, and workmanship.

PART 2 PRODUCTS

2.01 MANUFACTURERS

A. Xylem / Flygt.

B. Rain for Rent.

C. Or approved equal.

2.02 MATERIALS / EQUIPMENT

A. Design Criteria:

1. The design, installation, and operation of the Interim Pumping System shall be the Contractor's responsibility.

   a. The Interim Pumping System shall meet all code requirements from Agencies Having Jurisdiction, including meeting requirements for emission test for any back-up generator provided.

   b. The Contractor may subcontract operation to the Operator as specified herein.

2. The Interim Pumping System design shall be designed and sealed by a Professional Engineer licensed in the State of New York.

3. All equipment and components of the Interim Pumping System shall be suitable for the service conditions specified in Schedule 01 51 50-1, Interim Pumping System Characteristics, located after the "End of Section" designation.

4. Interim pumping process interconnections:

   a. Furnish pumping process interconnection piping and install in accordance with Section 40 05 05 - Exposed Piping Installation.

   b. Provide pipe couplings as necessary for a fully operational Interim Pumping System and in accordance with Section 40 05 06 - Couplings, Adapters, and Specials for Process Piping.

   c. Provide insulation, heating and heat tracing to prevent freezing of the Interim Pumping System(s).

5. Interim pumps:

   a. The interim pumps shall meet the requirements of Section 43 05 21 - Common Work Results for Pumping Units.

   b. The interim pumps shall be rated for continuous duty.

   c. Interim pumps shall be as specified in Schedule 01 51 50-2, Interim Pump(s) Characteristics, located after the End of Section designation.

d. Interim pumps shall be electrically driven and capable of pumping the raw sewage

e. Interim pumps shall be removed without the need for personnel to enter the interim pumping station.

f. Pumps shall automatically and positively mate with associated discharge piping when pump is lowered into place. Pumps shall be removable for inspection or service without requiring removal of bolts, nuts, or other fastenings.

g. Each pump shall be furnished with a complete pump removal system including lifting chain or lifting cable with a working load of 150% greater than the pumping unit weight.

h. Pump manufacturer shall provide guide rail brackets, stainless steel cable or chain holder support grip, and other items necessary for guide-in pump removal system.

6. VFDs:

a. Interim pump motors shall be matched to and powered by VFDs, VFD starter and control type.

b. The VFD shall be of 18-pulses type.

c. The pump motor VFD starter shall be set to starting the pump motor at speed such that the motor current is equal or less than motor full load current.

7. Controls:

a. The Contractor shall provide each equipment comprising the Interim Pumping System with a Local Control Station (LCS) rated for the NEMA area classification and meeting the requirements of Section 40 67 16, PMCS Panels and Enclosures.

1) In case one local equipment LCS fails, the other control LCS for that equipment shall still operate.

2) Each LCS shall include an emergency stop switch with lockout.

3) Each LCS shall include the selector switches, push buttons, and indicator lights specified in Section 40 61 96- PMCS Control Strategies.

b. The Contractor shall also provide a Interim Pump Master Control Cabinet rated for the NEMA area classification and meeting the requirements of Section 40 67 16 - PMCS Panels and Enclosures.

1) The Cabinet shall include an emergency stop switch with lockout.

2) The Cabinet shall have Hand-Off-Auto selector switch, Start/Stop push buttons.

3) The Cabinet shall include digital (LCD) display of (each) upstream water surface level and (each) flow element reading.

4) The Cabinet shall include the selector switches, push buttons, and indicator lights specified in Section 40 61 96 - PMCS Control Strategies.

c. Level measurement devices:

1) The primary device shall be ultrasonic level transducer/controller.

2) The secondary device shall be submersible pressure transducer/controller.

3) Provide level measurement devices in accordance with Section 40 79 91 - PMCS Field Instruments.

4) Provide an emergency float switch as a backup to the primary and secondary device.

5) Level measurement devices shall be interlocked to pump controls.

d. Flow elements: Provide magnetic flow devices in accordance with Section 40 79 91 - PMCS Field Instruments.

8. Access hatches shall be provided for maintenance of level sensors as necessary and required to permit removal of installed Interim Pumping System equipment.

9. Valves and Appurtenances:

a. Surge control devices shall be provided to protect the Interim Pumping System against water-hammer pressures as well as for surges due to the pump cycling.

b. Check valves shall be air-cushioned controlled closing swing check type in accordance with Section 40 05 53, Process Valves Four-inch Diameter and Larger.

c. Gate valves shall be metal seated solid wedge type with OS&Y rising stem in accordance with Section 40 05 53, Process Valves Four-inch Diameter and Larger.

10. Provide power to the Interim Pumping System in accordance with Section 01 51 40 - Interim Power.

11. Provide backup generators to power the Interim Pumping System in accordance with Section 01 51 40 - Interim Power.

12. UPS-powered Auto-dialer:

    a. Provide a UPS backup auto-dialer with a list of key individuals who are responsible for responding to an emergency.

13. Connections between the Influent Manhole and Interim Pumping System shall be secure and as shown on Contract Drawings or as required.

14. Seismic Design Requirements:

    a. The Contractor shall conform to the seismic design requirements for this project as specified in Section 01 71 50- General Construction Requirements, and for the work of this Section.

B. Operation:

1. The Contractor shall continuously operate the Interim Pumping System continuously, twenty-four (24) hours per day and 7 days a week.

    a. The Contractor shall operate the Interim Pumping System safely and in such a manner that does not interfere with plant operations.

    b. In the event of any backups, spills, leaks, overflows, unauthorized discharges, and/or any other interference with plant operations that are attributable to interim pumping, the Contractor shall be responsible for the cost of cleanup, repair, and restoration, as well as any and all additional fines, penalties, and fees imposed by regulatory entities that have jurisdiction, all at no additional cost to the City.

    c. Contractor shall test the UPS-powered auto-dialer every seven (7) consecutive calendar days without exception, with testing performed at the same time each selected day of the week.

2. There shall be no interruption in plant operations during construction, operation, and removal of the Interim Pumping System.

    a. Contractor shall maintain the Interim Pumping System equipment, materials, and facilities (such as bulkheads, pumping equipment, conduits, all necessary power and backup emergency power, controls, sensors, and appurtenances) as necessary and required to prevent any interruption.

    b. The Contractor shall not be permitted to stop or impede the process flows under any circumstances, including during construction and removal, unless otherwise specified in Section 01 73 12 - Maintenance of Operations and Construction Staging.

3. The Contractor shall protect public and private property from all damage and flooding resulting from interim pumping.

4. The Contractor shall protect water resources, wetlands, and other natural resources from interim pumping.

5. The Contractor shall limit the noise generation from an interim generator (if applicable) to 69 dBA at thirty (30) feet.

    a. Contractor shall be implement additional sound reduction measures as directed by DEP, including those specified to protect the interests of private property owners.

C. Drainage of Interim Pumping System:

1. If applicable, the Contractor shall incorporate provisions to remove water from the interim pumping wet well and process piping to protect against freezing and damage and/or at the conclusion of interim pumping operations.

2.03 FABRICATION / ASSEMBLING / FINISHES

A. Anchorage Devices:

1. Provide anchorage devices in accordance with Section 05 05 23.02 – Miscellaneous Metal Fastenings.

2. Contractor shall furnish anchor bolts and nuts of Type 316 stainless steel, of ample size and strength for the purpose intended, sized by the equipment manufacturer. Anchor bolts shall be hooked and provided for direct embedment during placement of concrete.

3. All hardware for mounting of motor drives and control panels shall be Type 316 stainless steel.

B. Identification:

1. Provide in accordance with Section 40 05 97 - Identification for Process Equipment

2.04 SOURCE QUALITY CONTROL / SHOP TESTS

A. Project Records: The Contractor or the Contractor's Operator shall keep all records relating to the interim pumping system and make them available for inspection by the Engineer or any agency having jurisdiction upon reasonable notice. The records shall include but not limited to the followings:

1. Date of installation for each interim pumping system equipment and components.

2. Maintenance schedule for all interim pumping system equipment and dates and description of maintenance performed.

3. Date and time of any failure of any equipment or component of the Interim Pumping System, and action taken by the Contractor.

4. Records of overflows, spills, and/or process interruptions, and any fines paid as required by any agency having jurisdiction over the Work.

5. Dates and times of any sewer spills and/or backups onto private property, any damage to private property, and actions taken by the Contractor.

6. Dates of any public complaints, the nature of the complaint, and the corrective action taken by the Contractor.

B. All equipment specified herein shall be factory tested and certified shop test report and manufacturer's certification statement shall be submitted to Engineer for approval.

C. Certified shop tests for electric motors furnished under this Section shall be performed in accordance with the requirements of Section 26 05 91 – Low-Voltage Electric Motors.

PART 3 EXECUTION

3.01 EXAMINATION / PREPARATION

A. Refer to Section 01 73 12 - Maintenance of Operations and Construction Staging, for constraints on preparing and commencing interim pumping.

B. The Contractor shall prepare the Site for the Interim Pumping System, and shall provide barriers, fall protection, and fencing, as necessary and/or required, in accordance with Section 01 56 00 - Temporary Barriers and Enclosures.

C. The Contractor shall confirm the location of existing utilities in the area that interfere with the Interim Pumping System.

1. Relocation of existing DEP water and sewer lines shall be in accordance with the Contract Drawings and Section 01 71 30 - Protection and Restoration of Structures.

3.02 INSTALLATION

A. Install products, materials, and equipment in complete accordance with the manufacturer's printed instructions and the approved shop drawings.

B. Provide all required lubricants for operation.

3.03 FIELD TESTING / QUALITY CONTROL

A. Furnish the services of a qualified manufacturer's representative to check and approve all installations before operation as well as conduct field testing, in accordance with the requirements of the Contract Documents. In addition:

1. Contractor shall verify that all work furnished and installed conforms to the requirements the Contract Documents.

2. Preliminary and final field tests shall be performed on all equipment and pipeline and systems to confirm its performance.

B. Preliminary Field Test:

1. The Contractor shall perform leakage and pressure tests of all piping and force mains, using clean water, prior to actual operation as directed by the Engineer.
    a. The test pressures shall be 1.5 times the expected operating pressures.

C. Final Field Tests:

1. Acceptance test on the overall Interim Pumping System shall be performed. Each test shall continue for 14 ccd.
    a. Any interruption during the test resulting from failure of any component of the Interim Pumping System shall cause the test to restart from the beginning of the 14-ccd period.
    b. Any component failure must be corrected before the test can be rescheduled.

3.04 STARTUP / DEMONSTRATION

A. Operation and Maintenance Service:

1. The Contractor (or the Contractor's Operator) shall continuously operate and maintain the Interim Pumping System.
2. The Contractor (or Operator) shall be available 24 hours a day, 7 days a week to respond to any failures or emergency situations at the Interim Pumping System.
3. At a minimum, the Contractor (or Operator) shall follow the 2-hour response time requirement by NYSDEC, where personnel from the Subcontractor shall be on site within 2 hours after the initial alarm notification.
4. Alarms for Interim Pumping System failure shall be sent in a timely manner via SCADA to the Contractor (or Operator).
    a. All alarms shall be directed to an approved call-list.
    b. All alarms shall be logged.
    c. At a minimum, the Interim Pumping System must be visited by the Contractor/Operator each day per week (7 days per week).
    d. Log books must be kept of all daily activities. Log books shall be kept on-site and available for inspection by authorized DEP personnel.
5. Alarms for Interim Pumping System failure shall be automatically sent in a prioritized and timely manner to appropriate parties as approved.
6. Contractor remote acknowledgement of alarms shall be required and automatically logged by the system.

7. The Contractor shall continuously maintain all pumping system equipment according to the manufacturer's recommendations.

8. The Contractor shall be responsible for handling and disposing of any materials removed from the incoming wastewater flow during operation and Maintenance of the Pump System Facility.

9. The Contractor (or the Operator) shall continuously operate and maintain all interim pumping equipment according to manufacturer's recommendations to keep them at satisfactory condition at all time.

10. Any interruption of the Interim Pump System, even due to equipment failure, shall be corrected by the Contractor in a timely manner at no additional cost to the City.

B. Extra Materials:

1. Spare parts for pumps and piping shall be kept on site.

2. Adequate hoisting equipment for each pump and accessories shall be maintained on the site.

3.05 ADJUSTING / PROTECTION / CLEANUP

A. The Contractor shall restore the Site as required by the Contract Documents after removal of the Interim Pumping System.

END OF SECTION

SCHEDULE 01 51 50-1
INTERIM PUMPING SYSTEM CHARACTERISTICS

Design Flow (Total System):	
• Minimum	25.0 mgd
• Average	28.5 mgd
• Maximum	57.0 mgd
Process Fluid:	
• Fluid Pumped:	Raw Sewage
• Percent Solids (max)	1%
• Temperature (max)	80 °F
Bypass Details:	
• Source (Suction Location):	New bypass chamber
• Destination (Discharge Location):	Regulator No. 1
Number Pumps:	4 total
• Operating Pumps	3 (maximum)
• Standby Pumps	1 (installed)
Electrical Supply:	460 V, 3 Phase, 60 Hz
Area Classification:	NEMA 7, Class 1, Div 1, Group D

SCHEDULE 01 51 50-2
INTERIM PUMP CHARACTERISTICS

Pump Operating Point – Minimum:	
Number of Operating Pumps	1
Flow, each pump	17,360 gpm or 25.0 MGD
Total Dynamic Head	* ft
Pump Operating Point – Maximum:	
Number of Operating Pumps	3
Flow	7,920 gpm or 19.0 MGD
Total Dynamic Head	* ft
Hydraulic/Pump Efficiency (Min)	60 %
Pump Cycles (max, for each pump)	10 starts/h
Free Passage (minimum, as sphere)	4.5 in. diameter

* The Contractor/Operator shall throttle the discharge isolation valve to ensure the pump operates at the correct point on its curve, thereby maintaining the required flow rate.

NO TEXT ON THIS PAGE

SECTION 01 52 10 – TEMPORARY FIELD OFFICE TRAILERS
CONTRACT PS-318

PART 1 GENERAL

1.01 SUMMARY

A. Field Office Trailers

B. Security Systems

C. Office Furniture

D. Kitchen

E. Bathroom Items

F. Attachments

1. Table 1 – Office Furniture

2. Table 2 – Kitchen Items

G. The following index of this Section is presented for convenience:

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1.02 PAYMENT

A. No separate payment shall be made for performing any Work required under this Section. All costs for Work required by this Section shall be included in the

applicable lump sum, unit price(s) or allowance(s) as set forth in Section 01 27 00 – Measurement and Payment.

1.03 RELATED SECTIONS

A. Section 01 51 11 – Temporary Water and Sanitary Services

B. Section 01 51 30 – Temporary Electrical System

C. Section 01 74 20 – Construction Waste Management

1.04 REFERENCES

A. Not Used

1.05 DESCRIPTION

A. Temporary Engineer's Field Offices as specified herein.

B. Contractor's Field Office

1. The Contractor shall furnish and maintain a field office at the Contractor Staging Area in accordance with the requirements of the General Conditions, Article titled "Temporary Structures". Field offices shall be located in the areas designated in the Contract Documents or as directed by the Engineer.

C. Land for Contractor's Use During Construction

1. The Contractor shall confine its construction activities to the Site as shown on the Drawings. Limited space will be made available on the site for construction staging and field offices for the Contractor. Space must be used by the Contractor, as required in the Contract Documents or as directed by the Engineer.

2. The Contractor may require additional space for construction staging beyond the limited space available at the site. As such, the Contractor shall provide for space off-site at no additional cost to DEP.

3. The Contractor may be required to move its field office during construction in order to sequence the Work. All such moving costs shall be included in the lump sum price bid for the Contract.

4. The City reserves the option to require the Contractor to vacate any part of the land assigned for Contractor's use, including the Contractor's field office area, within sixty (60) days after notice by the City.

5. The Contractor's field office shall present a clean and neat exterior appearance and shall be in a state of good repair. Temporary construction facilities, which, in the opinion of the Engineer, require exterior painting or maintenance, shall be repaired or replaced at the Engineer's direction.

6. Following the completion of the Contract, or as directed by the Engineer, the Contractor shall remove its plant, shanties, trailers, materials,

equipment, etc., from the site and restore the site to its original condition, satisfactory to the Engineer.

1.06 QUALITY ASSURANCE

A. Not Used

1.07 SUBMITTALS

A. Submit for approval the following information:

1. Description of Resident Engineer's Field Office, including the street address and a listing of the office space (in square feet) by room.

2. Plan drawing of the Resident Engineer's Field Office, drawn to scale, indicating the Contractor's designed layout of all specified furniture and equipment.

a. Contractor shall provide interior design of Resident Engineer's Field Office suitable for accommodating five(5) full-time individuals while performing construction management and inspection duties.

3. Data sheets for all products to be furnished under this Section.

4. Calculations to confirm that the design of the field office trailers was based on consideration of appropriate loads and is in conformance with all applicable codes. Such calculations shall be signed and sealed by a professional engineer licensed in New York State.

1.08 DELIVERY, STORAGE, AND HANDLING

A. Not Used

1.09 SPARE PARTS, SPECIAL TOOLS, AND SUPPLIES

A. Not Used

1.10 WARRANTY

A. The Contractor shall obtain from the manufacturer and provide to DEP the manufacturer's standard warranty, in an acceptable form, warranting against defects in design, materials, abnormal aging, and workmanship.

PART 2 PRODUCTS

2.01 MANUFACTURERS

A. Temporary Field Trailers shall be as manufactured by:

1. Williams Scotsman, Inc., Baltimore, MD;

2. Design Space International, Bala-Cynwyd, PA;

3. Nadler Modular Structures, Spring Valley, NY;

4. or approved equal.

B. Office Furniture shall be as manufactured by:

1. Hon Co., Newark, NJ;
2. Cole Business Furniture Co., New York, NY;
3. Or approved equal.

C. Ceiling mounted exhaust fan shall be manufactured by:

1. Nutone Corp., Cincinnati, OH;
2. Broan Co., Racine, WI;
3. Or approved equal.

D. Office Chairs shall be manufactured by:

1. Nightingale, Mississauga, Ontario, Canada;
2. Herman Miller, Zeeland, MI;
3. Steelcase, Grand Rapids, MI;
4. Exemplis, Chicago, IL.

E. Water Filter shall be manufactured by:

1. Aqua-Pure, Davisburg, MI;
2. Or approved equal.

2.02 MATERIALS / EQUIPMENT

A. Field Office Trailers

1. The Field Office Trailers shall be office-type, new, pre-fabricated structures or new mobile trailers.
    a. Provide a minimum of 1000 square feet (SF)
2. Materials
    a. Exterior metal fully insulated walls and roof with a minimum of R-25 insulation.
    b. Interior walls insulated with R-11 insulation for sound attenuation.
    c. Ceiling height shall be 8 feet.
    d. Completely weatherproofed and insulated.
    e. Floor systems designed for 40 psf in addition to dead load.
    f. Roof system designed for 35 psf in addition to dead load.
    g. Exterior doors fully insulated (whole-unit U-factor less than 0.32, greater than R-3.0) metal type with, aluminum thresholds, heavy-

duty closers and vandal-proof locksets with keys meeting building code requirements.

h. Low VOC Paints and sealants and floor coverings

i. Exterior walls and roof finished with a high SRI material, minimum reflectivity of 0.65.

j. Interior doors solid wood with lock sets.

k. High-Performance Windows with a whole-unit U-factor less than 0.32 (greater than R-3.0)

l. Windows provided with adjustable blinds, operable sashes, screens, storm sashes and all hardware such as that required for security.

m. Underside of trailers completely sealed and insulated with minimum of R-19 insulation.

n. Resilient floor coverings with a minimum 20% recycled material content.

o. Passive solar window awnings on South-facing and West-facing windows.

3. HVAC

a. Ducted system with ducts concealed above the finish ceiling.

b. Sized to maintain the temperature in each room at 70 degrees Fahrenheit (F) when the outside temperature is 0 degrees F and 75 degrees F when the outside temperature is 100 degrees F.

c. Wall mounted heat/cool programmable thermostat.

d. Provide 40-gallon hot water heater.

e. Toilet rooms have a switchable ceiling mounted exhaust fan.

1) The fan shall be an 8-inch fan.

4. Electrical

a. The Electrical system shall have capacity for all loads and be an armored cable system.

b. General interior lighting shall be light-emitting diodes with occupant or sensors.

c. Emergency lights provided as required by code.

d. Receptacles provided as required by code.

e. Trailer and electrical system to be grounded.

f. Work shall be in accordance with Section 01 51 30 – Temporary Electrical System.

5. Plumbing

   a. Plumbing work is to include all water supply, drainage, and piping required for a complete system. Work shall be in accordance with Section 01 51 11 – Temporary Water and Sanitary Services.

   b. All soil, waste, vent, and drainage piping shall be provided and connected to the sewer system.

   c. Toilets to be low flush (1.28 gpf) or dual flush (1.6 gpf/0.8 gpf.)

   d. Urinals to be low flush (0.5 gpf) or waterless

   e. Shower Stalls shall be included in each of the male and female bathrooms, as specified herein and indicated on the Contract Drawings.

   f. Showers and sinks to be provided with hot and cold water.

   g. Water lines to be installed on the interior to prevent freezing and be concealed wherever possible.

   h. One (1) exterior water faucet shall be installed at each trailer location.

   i. Pipes subject to freezing shall be heat traced.

6. Room Areas for New Field Office Trailers: The room descriptions are solely for the purposes of indicating the intended use for the office/contractor supplier, and are not a binding use for DEP.

   a. A receptionist desk near the main entrance of the CM/DEP section

   b. 2 Small Offices — Approx 8’ x 10’ (each)

   c. Open Space/conference room (min.) — Approx 450 sf

   d. One (1) kitchenette area with 4.3 cf mini refrigerator and compact microwave. A medicine cabinet complete with supplies equal to Zee Medical First Aid, a paper towel dispenser and power exhaust fan.

7. Parking: A minimum of five (5) parking spaces shall be provided at the new Engineer’s Field Office Complex for the exclusive use of the Engineer.

B. Security Systems

1. The trailer(s) shall be provided with approved Fire, Panic, and Intrusion alarm systems. The alarm system shall be connected via the telephone service in the trailer to an approved central monitoring station so that continuous monitoring will be in effect.

   a. Fire Alarm System. In each of the smaller offices, heat detectors rated at 135 degrees Fahrenheit shall be located in the ceiling and as close to the middle of the room as possible. The larger office(s) shall

have a single unit that will detect both heat and smoke. The fire system shall be wired directly to a central control panel. Upon activation of the fire system, sirens with a steady tone will sound the fire alert. All sirens will automatically shut down and re-arm after fifteen minutes.

b. Intrusion and Panic Alarm System. Each opening (doors and windows) shall be protected so that if they are opened while the system is activated, an alarm condition will result. Upon activation of the intrusion system, sirens with a modulating tone will sound an alert. All sirens will automatically shut down and re-arm after ten minutes.

1) Panic alarm units shall be installed in two locations as designated by the Engineer. When this system is activated, there will not be a siren response; this system will be activated in the silent mode.

2) A remote tamper proof turn off switch shall be installed on the outside of the trailer at a location designated by the Engineer so that the intrusion system can be shut down before entering the field office. The remote turn off switch shall not affect the fire or panic systems; turn off switches for these systems shall be located as directed by the Engineer. The intrusion and panic systems shall be connected to the central control panel located in the City's field office trailer.

c. Control Equipment

1) All wiring shall be to be current standards being used in the alarm industry and, where possible, all wires shall be hidden.

2) All contacts shall be recessed and moisture proof.

3) The single unit smoke and heat detectors shall be of a photoelectric type that provide quick response to flaming and smoldering fires and are designed to permit easy entry of smoke from any direction. The heat detector portion of this unit shall be activated at 135 degrees Fahrenheit. The combined unit will also have an LED pulse located on the face of the unit to indicate that power is on. No radioactive materials will be permitted in this fire alarm sensor.

4) An 8-ohm siren will be provided. The siren will be installed in a tamper-proof steel siren box located on the exterior of the trailer at least 10 (ten) feet above the top of the trailer roof.

a) The external siren shall be of 30-watt capacity with two separate and distinct alarm signals for both warble and continuous tone selections so as to differentiate between fire and burglar alarms. It shall be an Ademco Model No. 715 "Blaster" electronic siren in a tamper-proof cabinet or approved equivalent. There shall be an amber strobe light attached on or adjacent to the siren box, wired so that it is activated when the siren is activated.

b) The outside wiring shall be installed in protective seal conduit.

5) Control panel shall be provided and installed in the field office trailer. The control panel shall be equipped with at least three channels - one for fire, second for intrusion, and third for panic. The control panel shall also have DC batteries that will supply back-up power in the event that AC power is interrupted. Each channel of the control panel will be wired directly to a digital communicator. The control panel shall have one delay entrance exit channel. The control panel and system shall be a 12-volt system.

a) The control panel shall have indicating lights that indicate the mode of the:

(1) Protective circuit

(2) Alarm memory

(3) AC power on

(4) Armed and a switch for bell/battery test and fire reset

6) The digital communicator shall be provided furnished and installed adjacent to the control panel in the field office trailer. It shall be of a type that will notify the approved central station of the specific alarm condition (fire, intrusion, or panic). The digital communicator will also inform the approved central station of low power on the system. The Contractor shall arrange through the New York Telephone Company for the necessary interconnect equipment so that the digital communicator may be connected to the telephone service at the field office trailer. The connection of the New York Telephone Company shall have line seizure so that the outgoing signal from the digital communicator cannot be interrupted. The current standards used by approved central station regarding "call back to verify" alarm conditions shall be employed.

a) The Contractor shall provide a minimum of four external floodlights to illuminate the Engineer's trailer and surrounding walkways. They shall be activated by a photoelectric unit with a backup timer.

7) The Contractor shall provide and install a complete security system as outlined above. All costs, including connection to the New York Telephone Company, central station monitoring, and repair and maintenance charges shall be borne by the Contractor; the costs thereof shall be included in lump sum price bid for the Contract.

C. Office Furniture

1. All furnishings and equipment shall be provided new and unused. All furnished equipment shall be periodically provided with consumable ancillary supplies such as: toner, cartridges, and paper and with maintenance / repair and servicing contracts for the entire duration of the Contract. The maintenance response time shall be not more than 24 hours from the time of notification.

2. Office furniture must comply with "Mayoral Directive No.1-91 Procurement and Ergonomic Standards for Video Display Terminals and Ancillary Furniture and Equipment" dated January 25, 1991.

3. Furnish and install office furniture as shown in Table 1, attached, and as directed by the Engineer.

D. Kitchen

1. The kitchen shall be provided with items as shown in Table 2, attached.

2. Under Counter Water Filter with Test/Odor Cartridge

a. The filter shall conform with and be listed under NSF Standard 42 (Class II).

3. The kitchen shall be equipped with a first aid kit. The Contractor shall keep first aid kits replenished at all times.

E. Bathrooms

1. Field Trailer shall be furnished with one (1) "off-grid" bathroom located inside the trailer.

2. The site shall be furnished with two (2) chemical toilets.

2.03 FABRICATION / ASSEMBLING / FINISHES

A. Not Used

2.04 SOURCE QUALITY CONTROL / SHOP TESTS

A. Not Used

PART 3 EXECUTION

3.01 EXAMINATION / PREPARATION

A. Not Used

3.02 INSTALLATION

A. General

1. The Contractor shall, as specified and approved in accordance with the requirements of all appropriate laws, ordinances, and regulations, furnish, install, equip, maintain, and service the Resident Engineer's Field Trailers.

2. The Contractor shall obtain and pay for all permits.

3. The Contractor shall be fully responsible for providing and securing all necessary permits and approvals associated with potable water and sewage services for the Resident Engineer's Field Trailers as well as the Contractor's Field Trailers as described in this section.

4. Each trailer shall be complete with electrical and plumbing hook-ups to be available during the construction period for the exclusive use of the Resident Engineer. The trailers shall be installed at the sites at locations specified by the Engineer. All built-in movable equipment including, but not limited to: fire alarm system, new telephone system, computer system, security system, and portable bi-directional communicator shall be installed and made operable and ready for use by the Contractor.

5. Concrete block foundation walls shall be constructed as directed. The walls and footings shall completely enclose the bottom of each trailer. A wooden platform with stairs and handrails shall be provided adjacent to each entranceway. The site of the trailer shall be graded as directed by the Engineer.

6. All exterior items not factory painted shall be painted by the Contractor as directed by the Engineer.

B. Office Space

1. The floor space as stated herein shall be a weatherproof and thermally insulated structure and have separate and adequate means for easy and safe entry and egress. It shall have a sufficient number of windows to permit convenient use for engineering office work, as is appropriate, in normal daylight without the use of artificial light. The office shall be partitioned and furnished as specified herein. Fire, intrusion, and panic alarm systems will be installed.

C. Electrical Installations

1. The Trailer and electrical system therein shall be properly grounded by the Contractor. The Contractor shall provide extended electrical service as

required to service all equipment in the Trailer and as indicated above. All electrical energy costs for the offices will be borne by the Contractor.

D. Heating and Air Conditioning Installations

1. The Contractor shall place in operation and maintain the heating and air conditioning units. The system shall be maintained and repaired and kept in good operating condition during the performance of the Work. The HVAC system shall be serviced for maintenance 2 times per year.

E. Contractor's Field Office

1. Trailers utilized by the Contractors shall present a clean and neat exterior appearance and shall be in a state of good repair. Trailers which, in the opinion of the Engineer, require exterior painting or maintenance will not be allowed on the site.

2. The Contractor's Field Trailer shall be equipped with heating ventilation and air conditioning, suitable fluorescent lighting, potable water and sanitary connections, steel security mesh protection for each window, exterior security lighting, steps with railing to the trailer door, and a security alarm to detect intrusion at each exterior window and door. The Contractor shall be responsible for all costs associated with providing these services.

3. The Contractor shall obtain 120/208 volt electrical service for the trailer and necessary outdoor lighting from a panelboard on-site to be identified by the Engineer.

3.03 FIELD TESTING / QUALITY CONTROL

A. Not Used

3.04 STARTUP / DEMONSTRATION

A. Not Used

3.05 ADJUSTING / PROTECTION / CLEANUP

A. Field Office Trailer Maintenance

1. The finishing of floors and the painting of exterior and interior surfaces of the field offices shall be as approved by the Engineer.

2. Keep the offices in first class condition during the occupancy by the Engineer and until the completion of all work under the Contract. Promptly replace any damaged or defective parts, including appliances, fixtures, computers, and equipment.

3. Janitor Service: Provide full, daily janitorial services for all the offices, including, but not limited to, sweeping, mopping, vacuuming, dusting, and garbage removal. The office floors shall be swept daily and washed at least once per week. The bathroom shall be swept and mopped daily and the water closet, sink, and shower shall be cleaned and disinfected daily. Furnish, replace, and replenish electric light bulbs and fluorescent tubes,

toilet paper, cloth and paper towels, soap, and all other items required to maintain the offices in clean and perfect condition. Windows shall be washed at least once every month. Hang, remove, and store window screens, storm windows, and screen and storm doors when ordered. All maintenance work shall be performed during normal working hours.

4. Furnish fuel and provide service for the heating, cooling, and hot water systems, as required, to provide the specified heat, cooling, and hot water.

5. Provide for the satisfactory disposal of sanitary and other wastes.

6. Keep the access roads, parking areas, and walks about the field office buildings free and clear of snow and ice.

B. Trailer Removal

1. The Contractor shall remove and dispose of the temporary field office trailer at the end of Contract in accordance with Section 01 74 20 – Construction Waste Management.

END OF SECTION

TABLE 1
OFFICE FURNITURE

Description	Quantity
Book cases, 41 inches high by 36 inches wide by 13 inches deep	Two (2)
55-gallon trash bin	One (1)
55-gallon paper recycling bin	One (1)
55-gallon metal/plastic recycling bin	One (1)
Dry chemical fire extinguishers, UL listed 1A-10BC	Per code, but not less than quantity specified as a minimum
Office desks Table Top Width: 60-inches Table Top Depth: 30-inches Drawers: One (1) box drawer, One (1) deep file drawer, One (1) center drawer and locks. Under Table Top: Width: 20 – 24 inches Depth at knee Minimum: 15 inches Depth at toe minimum: 23.5 inches Height to top of keyboard support surface: Adjustability includes 23 – 28 inches Display surface height: Allow viewing angle of 5-30 degrees to center screen	Five (5)
Office Chairs	Ten (10)
Steelcase Think	Ten (10)
Folding tables, 60 inches by 30 inches	Four (4)
Five-drawer vertical file cabinet, legal size with lock	Two (2)
Five-drawer vertical fireproof file cabinet, legal size with lock	Two (2)

TABLE 2
KITCHEN ITEMS

Description	Quantity
Wood kitchen cabinets with Formica counter tops	15 linear feet
Electric bottle-less water filtration system with hot and cold outlets Model: Aqua-Pure AP - 200, with the Aqua-Pure AP 217 taste/odor cartridge	One (1)
Microwave oven, 1500 Watt	One (1)
Automatic drip coffee maker	One (1)
Refrigerator, 4.3 cubic feet	One (1)
Overhead kitchen cabinets	15 linear feet
Tables, 60 inches long by 30 inches wide	One (1)

SECTION 01 52 40 – FIELD OFFICE EQUIPMENT AND SUPPLIES
CONTRACT PS-318

PART 1 GENERAL

1.01 SUMMARY

A. The Contractor shall provide all labor, materials, equipment, incidentals, and appurtenances as shown, specified, and required to furnish and install field office equipment and supplies completely and operationally.

1. The Contractor shall also provide servicing of the Resident Engineer's Field Office.

B. The following index of this Section is presented for convenience:

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1.02 PAYMENT

A. No separate payment shall be made for performing any Work required under this Section. All costs for Work required by this Section shall be included in the applicable lump sum, unit price(s) or allowance(s) as set forth in Section 01 27 00 – Measurement and Payment.

1.03 RELATED SECTIONS

A. Not Used

1.04 REFERENCES

A. Not Used

1.05 DESCRIPTION

A. Equipment, supplies and servicing shall be provided for the Field Trailer.

1.06 QUALITY ASSURANCE

A. Not Used

1.07 SUBMITTALS

A. Submittals shall comply with the requirements of the Contract Documents. In addition, submittals shall include, but not be limited to:

1. Action Submittals:

a. Data sheets for all office equipment, supplies and services to be provided under this Section including but not limited to the following:

1) Network

2) Printers and Copying Machines

3) Telephones and Facsimile Machines

4) Internet Service.

5) Cellular Wi-Fi Service (Hotspot)

1.08 DELIVERY, STORAGE, AND HANDLING

A. Not Used

1.09 SPARE PARTS, SPECIAL TOOLS, AND SUPPLIES

A. Not Used

1.10 WARRANTY

A. The Contractor shall obtain from the manufacturer and provide to DEP the manufacturer's standard warranty, in an acceptable form, warranting against defects in design, materials, abnormal aging, and workmanship.

PART 2 PRODUCTS

2.01 MANUFACTURERS

A. Combination Copy, Printer, and Scanner Machine: Provide the latest model copy machine from the following brands that meets the requirements specified herein:

1. Work Center 7835 as manufactured by Xerox® Corp.

2. Or approved equal.

B. Facsimile Machine:

1. Laser Fax, Model KX-FL511 as manufactured by Panasonic Corp.
2. Or approved equal.

2.02 MATERIALS / EQUIPMENT

A. Provide all furnishings and equipment specified herein new and unused.

B. All equipment furnished under this Section shall be provided with, at a minimum, the following consumable and ancillary supplies for duration of the Contract:

1. Toner cartridges.
2. Paper.
3. Maintenance / repair service contracts.
    a. The Contractor shall provide a service and repair contract via the local representative of the equipment dealer or manufacturer.
    b. The service contract shall be for on-call, on-site service during normal business hours.
    c. The maintenance response time shall be no more than 24 hours from the time of notification.

C. Provide the following office equipment:

1. The Contractor shall install a LAN System:
    a. All cable, conduit, and equipment (installed) necessary to provide a LAN interface from each computer station and the printer.
    b. Cable and conduit routing shall be non-invasive and as approved by the Engineer.
    c. Provide managed Ethernet switch with sufficient ports for the office equipment specified herein. Power over Ethernet is acceptable for wireless access points and other devices.
    d. Provide a sufficient number of 802.3at Wi-Fi access points to provide the following minimum level of service to the entirety of the field office:
        1) 1300Mbps at 5 GHz
        2) 450Mbps at 2.4GHz
    e. The Contractor shall be responsible for providing all appurtenances necessary to connect the managed Ethernet switch to the internet service provider, including underground installation of internet service.
    f. Provide cable or fiber optic internet service of 100 MBps minimum speed. Satellite internet service providers are not acceptable.

2. Combination Copy, Scanner, and Printer Machines: The Contractor shall provide two (2) combination copy, scanner, and printer machines.
    a. Machines shall be automatic feed type, compatible with the computers.
    b. Machines shall operate off the LAN with 10/100 Ethernet Connectivity at a minimum.
    c. Machines shall be capable of printing 8½-in. by 11-in., 8½-in. by 14, and 11-in. by 17-in. sheets.
    d. Machines shall be capable of printing black and white and color at a resolution up to 1200 x 2400 dpi.
    e. Machines shall also have color and black and white scanning capability.
    f. Furnish all cable, conduit, and equipment necessary to provide a LAN interface from the managed Ethernet switch to the machines.
    g. Cable and conduit routing shall be non-invasive and as approved by the Engineer.
    h. The machine shall be designed to produce 110,000 copies per month and shall be dust resistant.
    i. Copy function shall be capable of automatically feeding 8½-in. by 11-in., 8½-in. by 14-in., and 11-in. by 17-in. originals.
    j. Machine shall be capable of and copying onto plain bond paper sheets at variable magnification from 50% to 200%.
    k. The machine shall have an automatic feed tray, a staple function, and an automatic copy sorter.
    l. The paper tray for each size paper shall hold at least 144 sheets.
    m. Machine shall be capable of scanning to TIFF and text searchable PDF. Machine shall have scan to e-mail function.
    n. The Contractor shall obtain and pay for a service and repair contract with a local representative of the copy machine dealer or manufacturer for on-call daily on-Site service.
    o. The Contractor shall furnish powders, cartridges, chemicals, or other materials required for proper operation of the copy machine and paper supply.
3. Telephone Service:
    a. Cellular Wi-Fi Hotspot service shall include a Data Plan to provide access to internet service at the Field Trailer (on-site).
    b. Provide five (5) VoIP Telephones.

c. Each telephone shall be a full feature push button telephone set with multiple lines and all equipment necessary for its operation.

d. All telephones will be connected to a central switchboard having a minimum of ten independent touch-tone phone service lines.

e. The phones and phone service shall be furnished and installed by the Contractor.

f. Make arrangements and bear all costs for the installation of cables and for supplying telephone service during the Contract period.

g. The telephone lines shall be separate from the facsimile line specified herein.

4. Facsimile Machine:

a. Provide one (1) facsimile machine to be installed on an independent touch-tone VoIP service line.

b. Provide a service contract and all necessary supplies (toner, paper, etc.) for the system for the duration of the Contract.

D. Office Supplies:

1. The Contractor shall furnish all office supplies required by the Engineer and his staff during the course of construction.

2. Items shall include but not be limited to note pads, pens, pencils, paper clips, rubber bands, labels, manila folders, envelopes, erasers, hanging folders for filing cabinets, ink pads, etc. and all ancillary supplies necessary to operate the facsimile and copy machine.

2.03 FABRICATION / ASSEMBLING / FINISHES

A. Not Used

2.04 SOURCE QUALITY CONTROL / SHOP TESTS

A. Not Used

PART 3 EXECUTION

3.01 EXAMINATION / PREPARATION

A. The Resident Engineer's field office shall be completely equipped with office equipment and supplies required under this Section and ready for operations within sixty (60) consecutive calendar days after the issuance of the Notice to Commence Work and, thereafter, shall be continuously available for the use of the Engineer for the duration of the Work.

3.02 IMPLEMENTATION

A. Maintenance of Equipment and Services:

1. Maintain and repair all office equipment and furnishings in first class condition for continuous operation.
2. Telephone, Facsimile, and Internet service:
    a. Provide telephone and fax service, including all calling charges for the Resident Engineer's field offices, for the duration of the Contract.
    b. Provide internet service (cable or fiber optic – satellite is not acceptable) in order to adequately service the offices.
    c. Provide separate lines for telephone service, alarm monitoring, and facsimile systems.
    d. Install all telephone cables required for supplying telephone service.
    e. The Contractor shall pay the costs for installation of the telephone cables and for supplying and maintaining telephone, alarm monitoring, facsimile, and internet service.

3.03 FIELD TESTING / QUALITY CONTROL

A. Not Used

3.04 STARTUP / DEMONSTRATION

A. Not Used

3.05 ADJUSTING / PROTECTION / CLEANUP

A. Removal of Equipment:
1. At the completion of all Work and as directed by the Engineer, the Contractor shall remove and dispose supplied equipment which shall become the property of the Contractor.
2. The Contractor shall have all services disconnected and capped to the satisfaction of the Engineer.

END OF SECTION

SECTION 01 55 00 – VEHICULAR ACCESS AND PARKING
CONTRACT PS-318

PART 1 GENERAL

1.01 SUMMARY

A. This Section includes:

1. Maintenance of Traffic
2. Site access
3. Truck routes
4. Construction staff parking area
5. Contractor employees' parking area

B. The following index of this Section is presented for convenience:

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1.02 PAYMENT

A. No separate payment shall be made for performing any Work required under this Section. All costs for Work required by this Section shall be included in the applicable lump sum, unit price(s) or allowance(s) as set forth in Section 01 27 00 – Measurement and Payment.

1.03 RELATED SECTIONS

A. Section 01 55 26 – Traffic Control

1.04 REFERENCES

A. Not Used

1.05 DESCRIPTION

A. Maintenance of Traffic

1. The Contractor shall be responsible for maintenance and control of traffic in and out of the Site and at all points of vehicular ingress and egress affected by the Work.

2. All maintenance and protection of traffic shall be done in accordance with Section 01 55 26 – Traffic Control, this Contract, and the latest traffic stipulations by New York City Department of Transportation (NYCDOT).

3. Construction-related vehicles and activities shall not impede or otherwise adversely affect the flow of regular traffic traveling on the roads leading to and adjacent to the Work location.

4. Construction-related vehicles and activities shall be understood as including vehicles operated and activities undertaken by the Contractor (including its employees, Subcontractors and visitors). Regular traffic shall be understood as referring to all vehicles other than construction- related vehicles.

5. The Contractor shall ensure that construction-related trucks entering the work area do not queue on or along public roads. Queuing areas for all trucks entering or exiting the Site shall be limited to the areas of disturbance. Compliance with the restriction against the queuing of trucks on or along public roads shall be understood to be a material provision of this Contract.

6. The Contractor shall perform the Work required in this Contract in accordance with applicable traffic and safety rules, regulations, ordinances, and permit conditions.

7. Modifications to existing streets and traffic patterns shall be approved by and in accordance with the requirements of the NYCDOT Office of Construction Mitigation & Coordination Council (OCMC). The Contractor shall be responsible for obtaining and paying for this approval whenever the construction operations require modifications to the existing streets or traffic patterns. Traffic safety devices shall be placed as per the Manual of Uniform Traffic Control Devices (MUTCD) and NYCDOT requirements.

8. When equipment delivered under this Contract is transported as an "oversized load", the Contractor shall maintain traffic in accordance with

the requirements of the various federal, State, and City agencies having jurisdiction.

9. During the progress of the Work, the Contractor shall provide all temporary construction roads and walkways as required and shall make ample provisions to prevent interference with the continued maintenance of vehicular traffic on roadways. Any roadways damaged by the Contractor or his/her Subcontractors or materialmen shall be restored to their original conditions upon notification by the Engineer that such repairs are required. Such restoration of the roadway shall be at the Contractor's expense. Temporary walkways shall be removed, at the Contractor's expense, prior to acceptance of the Contract.

B. Site Access

1. Access to the Site shall be at locations designated by the Engineer and is subject to change during the progress of the Project.

2. The Contractor shall provide traffic control signage and flag persons as required to ensure access to the Site for the use of all Subcontractors, suppliers and other traffic required for the expeditious completion of the work in accordance with Section 01 55 26 – Traffic Control.

C. Truck Routes

1. During the progress of construction, trucks entering or leaving the site shall utilize only NYCDOT-designated and DEP-directed or approved truck routes. The Contractor shall ensure that its crew members, and its Subcontractors and materialmen and their crew members are fully advised of the designated and directed or approved routes.

2. NYCDOT truck routes are identified on the New York City Truck Route map. Copies of this map can be obtained at the following website: http://www.nyc.gov/html/dot/html/motorist/trucks.shtml.

3. Notwithstanding the foregoing or any other Contract provision, the Contractor understands and expressly consents that the DEP has the right and authority at all times, in the discretion of the Commissioner and/or the Engineer, to require and/or direct alterations, revisions, and/or amendments in or to trucking and transportation plans, procedures, and any related protocols. The Contractor further agrees that such right and authority includes the right to designate, alter, revise, and/or amend any such plans, procedures, and/or protocols including (without limitation of any kind) the truck and tractor-trailer routes to be utilized by the Contractor and all subcontractors and materialmen to and from Site, and including usage of local streets, and interstate, federal, state, and/or local highways within the City or between the City and other destinations. No such designation, alteration, revision, or amendment shall be deemed a Contract change entitling the Contractor to claim additional compensation unless the designation, alteration, revision, or amendment relates to a change in

routing outside the City and beyond any bridge or tunnel connecting the City to other jurisdictions.

D. Construction Staff Parking Area

1. The parking area identified on the Contract Drawings is limited. The area shall be utilized solely by the Construction Management staff and visitors to the Construction Management Office.

2. The Contractor shall take appropriate actions to ensure that no personal vehicles of its employees, or employees of its Subcontractors or materialmen, will be permitted on the Site.

E. Contractor Employees' Parking Area

1. The Contractor Employees Parking Area(s) shall be adequately sized and shall be provided for and maintained by the Contractor at its sole expense. Contractor agrees that DEP shall have no obligation to assist in obtaining nor to make available publicly-owned property for such purposes. It is a contractual requirement that the Contractor implement and enforce this policy, and that the Contractor take any necessary or appropriate actions to ensure compliance with such parking policy by its and its Subcontractors' employees. The Contractor agrees to make appropriate efforts to encourage the use of public transportation and the practice of car-pooling by all such employees.

2. The Contractor shall issue parking badges or stickers to such employees for their personal vehicles, in such form and with such associated documentation as the Engineer may approve, require, or modify.

3. The parking badges or stickers shall be displayed in a prominent location upon each employee's vehicle, as may be approved, required, or modified by the Engineer.

4. The Contractor Employees Parking Area(s) shall be of a size and situated in location(s) acceptable to the Engineer, and unless otherwise authorized by the Engineer, within 0.5 miles of the Site.

5. The Contractor shall be responsible for the safe and efficient movement of employees between the Contractor Employees Parking Area and the Contractor's Work area.

1.06 QUALITY ASSURANCE

A. Not Used

1.07 SUBMITTALS

A. Not Used

1.08 DELIVERY, STORAGE, AND HANDLING

A. Not Used

1.09 SPARE PARTS, SPECIAL TOOLS, AND SUPPLIES

A. Not Used

1.10 WARRANTY

A. Not Used

PART 2 PRODUCTS

2.01 MANUFACTURERS

A. Not Used

2.02 MATERIALS / EQUIPMENT

A. Not Used

2.03 FABRICATION / ASSEMBLING / FINISHES

A. Not Used

2.04 SOURCE QUALITY CONTROL / SHOP TESTS

A. Not Used

PART 3 EXECUTION

3.01 EXAMINATION / PREPARATION

A. Not Used

3.02 IMPLEMENTATION

A. Not Used

3.03 FIELD TESTING / QUALITY CONTROL

A. Not Used

3.04 STARTUP / DEMONSTRATION

A. Not Used

3.05 ADJUSTING / PROTECTION / CLEANUP

A. Not Used

END OF SECTION

NO TEXT ON THIS PAGE

PART 1 GENERAL

1.01 SUMMARY

A. Under this Section, the Contractor shall maintain and/or redirect both vehicular and pedestrian traffic and protect the public from all damage to person and property, within the limits of and for the duration of the Contract. Traffic shall be maintained over a smooth traveled way, as approved by the Engineer, which shall be so marked by signs, delineation and/or other methods that a person who has no knowledge of conditions can ride, drive, or walk over all or any portion of the highway under construction where traffic is to be maintained.

B. The Contractor is placed on notice that the maintenance and protection of traffic during construction is considered as important and necessary an item of Work as the actual construction itself. The Contractor shall at all times conduct the operation in a manner to ensure the safety of motorists, pedestrians, and employees.

C. All Work performed and materials furnished under this provision shall be in strict conformity with the Contract Drawings, the Specifications, the final approved Maintenance and Protection of Traffic (MPT) Plan, and Schedule of Operations, and subsequent modifications or amendments thereto approved by the Engineer and agencies and departments having jurisdiction. If, in the opinion of the Engineer, maintenance and protection of traffic is not adequate, the City may order the Work to be done by others and deduct the actual cost thereof from payments to the Contractor.

D. The Contractor shall, prior to bidding, thoroughly familiarize himself or herself with the ordinances, rules, regulations, and practices of the City of New York. The Contractor is referred to the U.S. Federal Highway Administration Manual of Uniform Traffic Control Devices (MUTCD) and the New York State Department of Transportation (NYSDOT) Supplement to the MUTCD, which shall govern wherever applicable. BEDC EHS Standard for Work Zone Traffic Control shall apply to all work of this Section. The Contractor shall, prior to commencement of work, obtain copies of all said requirements, a copy of which shall be given to the Engineer.

E. As required, the Contractor shall provide all traffic control devices necessary to protect traffic at designated work zones. Traffic control devices specified herein include temporary signs, timber curbs, timber barricades, plastic barrels, temporary chain link fences, and temporary pavement markings. Maintenance and protection of traffic shall remain in place until all proposed work is complete and fully operational in accordance with the Contract Documents.

F. Unless otherwise specified in these Contract Documents, the Contractor shall be responsible for the maintenance of the entire pavement, drainage, potable water and sewage facilities, and other street elements, both old and new, after the effective date of starting any field work and ending on the date of Final Acceptance.

G. In addition to the Work shown in the Contract Documents, the Contractor shall comply with the New York City Department of Transportation Bureau of Highway Operations Standard Specifications, Section 1.06.44.

H. The following index of this Section is presented for convenience:

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1.02 PAYMENT

A. No separate payment shall be made for performing any Work required under this Section. All costs for Work required by this Section shall be included in the applicable lump sum, unit price(s) or allowance(s) as set forth in Section 01 27 00 – Measurement and Payment.

1.03 RELATED SECTIONS

A. Section 01 41 00 – Regulatory Requirements

B. Section 01 43 20 – Approval of Product Manufacturers

C. Section 01 56 00 – Temporary Barriers and Enclosures

D. Section 31 25 10 – Dust, Soil Erosion and Sedimentation Control

1.04 REFERENCES

A. U.S. Federal Highway Administration Manual on Uniform Traffic Control Devices (MUTCD)

B. New York State Department of Transportation (NYSDOT) Supplement to the MUTCD for Streets and Highways

C. New York State Department of Transportation (NYSDOT) US Customary Standard Sheets

D. New York City Department of Transportation (NYCDOT) Standard Highway Specifications

E. New York City Department of Transportation (NYCDOT) Standard Details of Construction

F. ASTM B589 - Standard Specification for Refined Palladium

1.05 DESCRIPTION

A. Maintenance of Traffic

1. During working hours, the Contractor shall be responsible for maintenance and control of traffic in and out of the Site at all points of vehicular ingress and egress and shall provide flagmen to warn vehicles on City streets of vehicles approaching from the Site. Flagmen shall be properly attired, equipped, and trained according to the regulations of the City of New York and BEDC EHS Work Zone Traffic Control Standard. All roadway closures and minimum lanes of traffic shall be in conformance with the final NYCDOT-Office of Construction Mitigation and Coordination (OCMC) Traffic Stipulations.

2. Modifications to existing City streets, bus routes/stops, and traffic patterns shall be approved by and in accordance with the requirements of the NYCDOT OCMC and NYC Transit Authority (NYCTA). The Contractor shall be responsible for obtaining and paying for this approval whenever the Contractor’s construction operations require modifications to the existing streets or traffic patterns. Traffic safety devices shall be placed as per the MUTCD and the NYSDOT Supplement to the MUTCD.

3. When equipment delivered under this Contract is transported as an "oversized load", the Contractor shall maintain traffic in accordance with the requirements of the various City agencies having jurisdiction.

4. During the progress of the Work, the Contractor shall provide all temporary construction roads and walkways as required, and shall make ample provisions to prevent interference with the continued maintenance of vehicular traffic on roadways and shall indemnify and save harmless the City and the Engineer from any expense whatsoever due to the Contractor’s operations over said roadways. Any roadways damaged by the Contractor or Subcontractors or materialmen shall be restored to their original conditions upon notification by the Engineer that such repairs are required. Such restoration of the roadway shall be at the Contractor's expense. Temporary walkways shall be removed, at the Contractor's expense, prior to Final Acceptance of this Contract.

5. The Contractor shall provide the minimum lane width at the various work zones as specified in the final NYCDOT OCMC Traffic Stipulations or as directed by the Engineer. Vehicular traffic at driveways to adjacent properties shall be maintained at all times, other than at the time of construction, and shall provide temporary steel road plates at all times. Temporary traffic detours shall be implemented according to the approved MPT Plan or as directed by the Engineer.

1.06 QUALITY ASSURANCE

A. Standards

1. The Contractor shall comply with the MUTCD, the NYSDOT Supplement to the MUTCD, the NYCDOT Standard Highway Specifications, BEDC EHS Standard for Work Zone Traffic Control, and all applicable Federal, State and Municipal codes including revisions to date of Contract.

B. Requirements of Regulatory Agencies

1. Prior to proceeding with construction Work, the Contractor shall submit an MPT Plan and a Schedule of Operations to the NYCDOT-OCMC, 7th Floor, 55 Water Street, New York, NY 10041, for review and approval, and for obtaining final written Traffic Stipulations. The Contractor shall adhere to any and all requirements identified in the NYCDOT-OCMC final Traffic Stipulations, and in addition the Contractor must also adhere to the following:

a. The Contractor shall be required to organize and attend a pre-construction meeting with the NYCDOT-OCMC and shall comply with all requirements issued by that agency. The Contractor shall notify both the City and the Engineer of the scheduled meeting.

b. The Contractor shall notify NYCDOT-OCMC 30 calendar days prior to the start of Work.

c. To permit finalization of traffic control measures, the Contractor, ten (10) days prior to the start of Work, shall arrange for an on-Site field meeting with NYCDOT-OCMC. The Contractor shall notify both the City and the Engineer of the scheduled meeting.

d. Access must be provided for local and emergency vehicles at all times. A copy of the final NYCDOT-OCMC Traffic Stipulations shall be made available on the construction Site at all times.

C. Permits

1. The Contractor shall obtain all necessary permits required by the NYCDOT. Such permits shall be maintained in effect for the entire duration of the Contract. Should the Contract time be extended, the Contractor shall obtain all necessary additional permits.

2. The Contractor shall obtain and pay for all required permits, fees, and inspections by authorities having jurisdiction, including but not limited to the NYCDOT Sidewalk Roadway and Closure Application.

3. The Contractor shall also comply with the requirements specified in Section 01 41 00 – Regulatory Requirements.

D. Qualifications of Manufacturers

1. Products used in the Work of this Section shall be produced by manufacturers regularly engaged in the manufacturing, installing, and servicing of similar items with a history of successful production acceptable to the Engineer as specified herein and in accordance with the applicable parts of the Contract Documents.

E. After Hour Work

1. If at any time, the Contractor is required by NYCDOT or deems it necessary to work outside the Normal Project Working Hours, he or she shall obtain all necessary permits and shall notify DEP in advance.

1.07 SUBMITTALS

A. General

1. The Contractor shall submit Shop Drawings as specified herein, including the MPT Plan and Schedule of Operations for the Maintenance and Protection of Traffic.

2. If not included within the MPT, the Contractor shall submit a list of certified flaggers identifying the training for each as required by the BEDC EHS Standard.

B. MPT Plan and Schedule of Operations

1. The Contractor, as the Work progresses, shall prepare and submit to the Engineer and any agencies and departments under which responsibility of roadways fall, an MPT Plan and Schedule of Operations for the Maintenance and Protection of Traffic, showing in complete detail the methods, sequences, procedures, and facilities proposed for installation. Before the Contractor shall in any way or manner restrict or interfere with the normal flow of traffic, he or she shall first secure written approval from the agencies and departments having jurisdiction of its proposed plan. The MPT Plan and Schedule of Operations shall be prepared, signed, and sealed by a Professional Engineer licensed in the State of New York.

1.08 DELIVERY, STORAGE, AND HANDLING

A. Not Used

1.09 SPARE PARTS, SPECIAL TOOLS, AND SUPPLIES

A. Not Used

1.10 WARRANTY

A. Not Used

PART 2 PRODUCTS

2.01 MANUFACTURERS

A. Not Used

2.02 MATERIALS / EQUIPMENT

A. General

1. All temporary signs, temporary concrete barriers, fencing, delineators, barricades, lighting, and other warnings and guiding devices shall be as approved by the Engineer, agencies, and departments having jurisdiction, and except as otherwise specified, will remain the property of the Contractor.

B. Temporary Signs

1. All materials and the details of fabrication, erection, location, relocation, and assembly shall be per the approved MPT Plan and in accordance with the applicable rules and regulations of the New York City Bureau of Traffic Operations and the NYSDOT Supplement to the MUTCD where applicable and approved by the Engineer.

2. All signs and barricades shall conform to the NYSDOT Supplement to the MUTCD.

3. All materials for the Temporary Traffic Signals shall conform to the latest Specifications and drawings on file with the New York City Department of Transportation, Division of Traffic Operations, Signal Engineering and Street Lighting office. The Contractor or an approved Subcontractor must perform this Work.

C. Type III Breakaway Barricade

1. The Contractor shall furnish and install Type III Breakaway Barricade units as necessary or required by the Engineer.

2. Type III Breakaway Barricades shall comply with Section 6.28B of the NYCDOT Standard Highway Specifications and NYCDOT Standard Details of Construction Drawing No. H-1038.

3. If the Contractor elects to substitute any material not listed in this Section, he or she shall submit evidence acceptable to the NYCDOT that the proposed material is not frangible.

4. If the Contractor elects to use an alternate design, he or she shall submit Shop Drawings in accordance with Section 01 43 20 – Approval of Product Manufacturers.

D. Timber Curb

1. Timber and lumber shall be dense, structural grade Douglas Fir or Southern Yellow Pine.

2. Lag screws shall be 3/4" diameter by ten (10) inches long. Anchor spikes shall be one (1) inch diameter by not less than twenty-four (24) inches long. Splice spikes shall be 40d.

3. Striping shall be done with white and orange enamel as required by NYCDOT Standard Details of Construction Drawing No. H-1012.

4. Reflective material shall conform to the requirements of ASTM Designation B589 "Standard Specification for Refined Palladium."

E. Timber Barricades

1. Timber and lumber shall be dense, structural grade Douglas Fir or Southern Yellow Pine.

2. Reflectorizing materials shall conform to the requirements of ASTM designation B589 "Standard Specification for Refined Palladium."

3. Flashing units for each barricade shall be solar powered with battery backup, or as approved by the Engineer.

F. Plastic Barrels:

1. The Work shall include the furnishing and installing of plastic barrels, sand ballast, and flashers (for every fourth barrel). The barrels are to be placed as indicated on the plans or as directed by the Engineer. The barrels shall be maintained and replaced as required during the various stages of construction. Barrels and flashers shall be in accordance with NYCDOT Standard Details of Construction Drawing No. H-1049.

G. Temporary Construction Fencing:

1. All materials shall be in accordance with Section 01 56 00 – Temporary Barriers and Enclosures.

H. Temporary Pavement Marking Tape

1. As required, the Contractor shall provide, install, and remove temporary paste-on pavement markings.

2. Pavement markings tape shall be 4-inch wide white "Flex-O-Line" as manufactured by FOL Tape, Fenton, MO., "Scotch Lane" as manufactured by 3M Company, St. Paul, MN, or approved equal.

I. Precast Concrete Median Barrier (Jersey Barrier):

1. The Contractor shall furnish and install precast concrete barriers as necessary or required by the Engineer. All materials shall be in accordance with NYCDOT Standard Highway Specifications, Volume II, Section 6.59.3.

2.03 FABRICATION / ASSEMBLING / FINISHES

A. Not Used

2.04 SOURCE QUALITY CONTROL / SHOP TESTS

A. Not Used

PART 3 EXECUTION

3.01 EXAMINATION / PREPARATION

A. Verification of Conditions

1. The Contractor shall examine the areas and conditions under which Work of this Section will be installed and correct any conditions detrimental to the proper and timely completion of the Work. He or she shall not proceed until all unsatisfactory conditions have been corrected.

3.02 ERECTION

A. General Construction Details

1. Construction work shall be conducted in such a manner as to provide minimum interference of normal pedestrian or vehicular traffic. In some cases, it will be necessary to block walks and driveways. Prior to blocking or obstructing walks and/or driveways, the Contractor shall provide sufficient notice (48 hours) to a responsible person in each residence or commercial establishment.

2. The Contractor shall not close or obstruct any portion of a street, road, or private way without first obtaining permits from the proper authorities. If any street, road, or private way shall be rendered unsafe by the Contractor's operations, he or she shall make such repairs or provide such temporary ways or guards as shall be acceptable to the Engineer and to the proper authorities.

3. The Contractor, who shall assume and have full responsibility for the adequacy and safety of provisions made therefore, shall maintain streets, roads, private ways, and walks not closed passable and safe.

4. Where streets or portions of streets, now in 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 the filling of potholes, that may be necessary due to usage of the streets by traffic, and shall start from the date of written notice to commence Work or actual start of Work, whichever is earlier.

5. The Contractor shall notify the Police and Fire Departments in writing, with a copy to the Engineer, at least 24 hours in advance of a proposed closure

of a street or roadway. He shall cooperate with the Police Department in the establishment of alternate routes and shall provide adequate detour signs, plainly marked and well lighted, in order to minimize confusion.

6. The Contractor is required to submit to the Engineer, and appropriate agencies and departments responsible for the roadway involved, a plan and schedule of his method of operations on any detour. If the Contractor proposes any modifications, amendments, or changes in location for detours as called for, or proposes new detours, such changes and additions to the maintenance of traffic must be brought to the immediate attention of the Engineer and the responsible agencies and departments involved.

7. The Contractor shall furnish, erect, and maintain at closures, intersections, and at all other locations, where required, all necessary 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 NYCDOT Bureau of Traffic Operations. He or she shall indicate by day and by night the impassable and dangerous conditions existing on or adjacent to the Site of the Work. He or she shall provide a sufficient number of watchmen and 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 kept burning from sunset until sunrise.

8. 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 twenty-five (25) feet between barricades. Barricades shall be Type III Breakaway Barricades complying with the REGULATION MANUAL ON TEMPORARY TRAFFIC CONTROL BY STREET BARRICADES AND CHANNELIZATION issued by the NYCDOT Bureau of Traffic Operations. Each barricade shall have at least one (1) solar powered flash-type warning device with battery backup affixed thereon, as approved by the Engineer.

9. The Contractor shall furnish material, labor and equipment at any time, day or night, to immediately repair, remedy, and prevent washouts, formation of holes, ruts and depressions, sunken trenches, and the destruction or sinking of temporary pavements, both when the Work is under way, and when the Work is temporarily suspended for any period of time. Special attention shall be given to maintenance of a satisfactory travel way over weekends, holiday,s and nights.

10. In the case of traffic being diverted from the accustomed traveled way, onto the road shoulder or onto an area not immediately affected by the actual construction work, occasioned by the location of the trench, excavation, materials, or equipment, the shoulder or areas outside of the Project so

affected, shall be restored to a condition equal to or better than the original condition. This shall apply equally as well to those pavements or any detours or a designated area, over which traffic was routed.

11. The Contractor shall keep the travel way free of foreign objects such as rocks, timber, and other items that may fall from transporting vehicles. Spillage of material carried by or dropped from the under-carriage of any carrying vehicle resulting from the Contractor's hauling operations along or across any public travel way shall be removed immediately and such travel way, both within and outside of the Contract limits, shall be kept free of such spillage by the Contractor. Existing pavement and shoulder surfaces along or across any public travel way shall be cleaned at a minimum of once per week with a mechanical street sweeper. This shall include all truck routes to and from the Project Site. The Engineer shall approve all cleaning equipment prior to use. Cleaning shall continue until adequate cleaning results as determined by the Engineer.

12. Whenever dusty conditions resulting from the Contractor's operations occur, they shall be corrected by sweeping the area to remove excess materials and by spraying the area with water to control any dust in accordance with Section 31 25 10 – Dust, Soil Erosion and Sediment Control.

13. Whenever it becomes necessary to maintain and limit traffic to one lane, the Contractor shall provide adequate traffic controls on the section of highway or roadway on which vehicle operation is maintained. He or she shall employ a sufficient number of competent flagmen and/or temporary traffic lights operating continuously during the time traffic is so maintained. In the event the length of the one-lane operation is extremely short and conditions are favorable to safe operation, the Engineer may, in writing, authorize the Contractor to dispense flagmen or traffic control signals.

14. The Contractor shall also provide a sufficient number of competent flagmen in areas where traffic is congested, particularly where construction equipment is operating.

15. The Contractor shall provide an adequate travel way as specified and devote particular attention to all drainage facilities, keeping them fully operative at all times.

16. The Contractor shall furnish and erect temporary fencing around all unattended excavations. Lighted barricades and warning signs shall also be used around the perimeter and at a significant distance away from the excavation in each traffic flow direction (whether vehicular or pedestrian) so as to warn vehicles or pedestrians of the existence of the excavation.

    a. Temporary wire fences shall be furnished and installed at the site by the Contractor and shall completely enclose all excavations, steep embankments, and other potentially hazardous locations as soon as such a condition is apparent and as ordered by the Engineer. This

fence is in addition to any provision that the Contractor would normally follow to safeguard such Work operations as specified in Section 01 56 00 – Temporary Barriers and Enclosures, and in no way reduces the Contractor's obligations as required by the Contract Documents.

b. Excavation for basins, inlets, manholes, seepage basins, pipe connections, sewers, and other miscellaneous structures shall be protected by installing a five (5) foot high, 2" x 4" mesh, #14 gauge, welded-wire fabric fence around the periphery. Stay wires shall be two (2) inches apart; line wires four (4) inches apart. Wire fabric shall be securely attached to approved posts which are driven into the ground. Maximum post spacing shall be eight (8) feet. The said excavation shall be further protected by the use of barricades.

c. The Contractor shall furnish, erect, relocate, maintain, and remove all temporary fencing required under this Section.

d. The Contractor will be permitted to remove such portions of the fencing as may be required for his operations during working hours, providing that the public is continuously safeguarded by other satisfactory means during these operations. In all such cases the fence must be restored at the end of each workday.

e. The fence and warning devices shall be maintained in good repair throughout the duration of the Work and shall be removed upon completion of the Work.

17. Decking, in general, shall consist of heavy, adequately sized, steel plates completely covering excavations where pedestrians and vehicular traffic make this decking operation necessary.

18. The Contractor shall construct and maintain at all times, where called for or as directed, temporary bridges or bridging across pipe trenches, excavations, obstructions, and newly-laid pavements, to provide adequate ingress and egress for pedestrian and vehicular traffic to and from private driveways, businesses, and commercial establishments or for main street intersections and heavily traveled crossings. The Contractor will be required, after the installation of all pipes and necessary appurtenances thereto, to immediately backfill and compact all trenches to existing grade, to permit the resumption of traffic without delay.

19. Road plates shall be in accordance with the NYCDOT Standard Highway Specifications. 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 two (2) feet of bearing on either side of an excavation. Width of plates for vehicular traffic shall not be less than ten (10) feet, and for pedestrian traffic not less than four (4) feet. Road plates shall be secured and skid resistant. Plates for pedestrian traffic shall be

equipped and approved, dismountable handrails on both sides, for the full lengths of plates. The Contractor shall be responsible for the adequacy of all plates.

a. Where roadway pavement excavations have not been backfilled to grade within seven (7) calendar days of excavation and the roadway is required to be opened to traffic by covering the excavation with steel plates, the Contractor must recess the steel plates into the pavement surface by either stripping or grinding the asphalt pavement around the perimeter of excavations, as required, to embed the plates flush with the adjacent pavement surface at no additional cost to the City.

b. In order to accommodate the Five Borough Bike Tour, the New York City Marathon Race, or any other NYC special event, the Contractor shall be required to open the full width of streets along the event routes , as applicable, at least fifteen (15) days prior to the date of the scheduled event. As part of this requirement, The Contractor shall remove all stored materials within the project limits along the event route. Additionally, all road plates along the event route shall be recessed 2” and temporarily paved with Asphaltic Concrete Mixture [two (2”) inches thick] and made flush with the adjacent pavement surface at no additional cost to the City.

20. During all phases of construction, provisions shall be made for access for all emergency vehicles, such as firefighting equipment, police vehicles, ambulances, etc.

21. The Contractor shall furnish and maintain, as required and as directed by the Engineer, reflectorized signs for the information of the motorist, and to adequately and legally post the highway under construction as to its status.

22. The City shall have the right to open to vehicular traffic those areas adjacent to the structures upon which Work has been completed before the final acceptance of all Work. The Contractor shall carry on the remaining Work so as not to interfere with or endanger such vehicular traffic and shall make no claim for damages on account thereof.

23. At the conclusion of the Work, all temporary facilities shall be removed and the area restored to pre-Work conditions or better, unless otherwise specified. The Contractor shall, when ordered, remove existing street signs; store, protect, and keep them clean. Where necessary to remove such signs, the Contractor shall prepare a location plan prior to removal. He shall replace signs so removed in their original location or as directed, as promptly as possible. Signs not to be replaced shall be cleaned and delivered to the Engineer as directed by him.

24. Signs or markers lost or damaged because the Contractor failed to properly install or maintain shall be replaced at the Contractor's expense.

25. The Contractor shall maintain route marker signs during construction. Should relocation be necessary at various stages of construction, they shall be placed in locations visible to traffic, as directed.

B. Temporary Signs

1. The Work shall consist of the fabrication, furnishing, installation, erection, assembly, and maintenance of warning, detour, regulatory, guide, and directional signs required to properly stage the Work and maintain traffic and shall include the furnishing and incorporation of sign supports and posts; the furnishing and installation of all fastening devices and miscellaneous appurtenances; and the relocation, removal, and disposal of signs or sign assemblies.

C. Type III Breakaway Barricades

1. All methods shall comply with NYCDOT Standard Details of Construction Drawing No. H-1038.

D. Timber Curb

1. Construction of timber curb shall comply with the NYC Bureau of Highways' Standard Drawing H-1012. Spike holes in twelve (12) inch x twelve (12) inch timber and in the two (2) inch x eight (8) inch splice plates shall be predrilled. Reflective material shall be wrapped around posts, lapped, and tacked on a side opposite the traffic face or side of post. After assembly, the front and rear faces and the top of twelve (12) inch x twelve (12) inch timbers shall be painted with alternate white and orange stripes. Two (2) coats of each color shall be used. White stripes shall be thirteen (13) inches wide and orange stripes shall be eleven (11) inches wide.

2. Timber curb units shall be placed where shown or directed with traffic faces flush. Abutting ends of units shall be spliced. Unless otherwise directed by the Engineer, both ends of all units shall be spiked into the ground or surface material. Timber curb shall be maintained in first class condition at all times to the satisfaction of the Engineer. Maintenance shall include the replacement of damaged components; refastening; repainting; anchoring or re-anchoring; replacing and re-affixing reflective material; and re-splicing; all, when necessary or ordered and directed by the Engineer. At the completion of the Work or when directed by the Engineer, timber curb shall be removed and disposed of away from the Work Site.

E. Timber Barricades

1. The Work shall consist of the construction, installation, erection, placement, maintenance, removal, and disposal of lighted and unlighted timber barricades. It shall include the furnishing and incorporation, as required, of all timber, lumber, fastenings, anchors, reflectorizing materials, solar powered flashers with battery backup and other warning devices; paints and painting; and furnishing all labor, materials, plant, equipment, insurance and necessary incidentals required and completing the work. Construction

of timber barricades shall comply with the NYCDOT Standard Details of Construction Drawing No. H-1013.

2. Lighted timber barricades shall be placed at the locations shown on the plans or designated by the Engineer. Unless otherwise shown on the plans or directed by the Engineer, barricades shall be constructed, installed, erected, placed, reflectorized and lighted in conformity with the applicable rules and regulations of the New York City Bureau of Traffic Operations, for Class I Barricade.

3. Barricades, at all times, shall be maintained in a condition satisfactory to the Engineer. Maintenance shall consist of the replacement of all damaged or worn out components; repainting, as required or directed; replacement of reflectorizing materials; and general rehabilitation to keep barricades in good condition during the life of the Contract.

4. Lighting of barricades shall be by solar-powered flashing units with battery backup.

5. At the completion of the Work or when directed by the Engineer, barricades shall be removed and disposed of away from the Work Site.

F. Plastic Barrels

1. Furnishing and installing plastic barrels will be for the purpose of traffic lane delineation during construction. The barrels shall be placed in a straight line twenty five (25) feet apart, within the Work area. A flashing light shall be affixed to every fourth barrel. After placement, the barrels shall be filled with sand for one third of their height.

2. At the completion of the Work or when directed by the Engineer, the plastic barrels shall be removed and disposed of away from the Work Site.

G. Temporary Construction Fencing

1. All methods shall be in accordance with Section 01 56 00 – Temporary Barriers and Enclosures.

H. Temporary Pavement Marking Type

1. Application shall be as recommended by the manufacture or as directed by the Engineer.

I. Precast Concrete Median Barrier (Jersey Barrier)

1. All methods shall be in accordance with the NYCDOT Standard Highway Specifications, Volume II, Section 6.59.4(F) and NYSDOT Standard Sheet 606-36 Precast Concrete Barrier.

3.03 FIELD TESTING / QUALITY CONTROL

A. Not Used

3.04 STARTUP / DEMONSTRATION

A. Not Used

3.05 ADJUSTING / PROTECTION / CLEANUP

A. Not Used

END OF SECTION

NO TEXT ON THIS PAGE

NEW YORK CITY DOT

Department of Transportation

Mike Flynn, Commissioner

OCMC TRAFFIC STIPULATIONS

April 8, 2026

OCMC FILE NO: BNEC-26-148
CONTRACT NO: PS-318
PROJECT: RECONSTRUCTION OF THE PAERDEGAT PUMPING STATION

PERMISSION IS HEREBY GRANTED TO **THE NEW YORK CITY DEPARTMENT OF ENVIRONMENTAL PROTECTION (NYC DEP)** AND ITS DULY AUTHORIZED AGENT, TO ENTER UPON AND RESTRICT THE FLOW OF TRAFFIC AT THE LOCATION(S) BELOW FOR THE PURPOSE OF CARRYING OUT THE ABOVE NOTED PROJECT, SUBJECT TO THE STIPULATIONS, AS NOTED BELOW:

I. SPECIAL STIPULATIONS

A. **EMBARGOES** – A CONSTRUCTION EMBARGO WILL APPLY TO THOSE LOCATIONS BELOW WHICH FALL WITHIN THE **HOLIDAY EMBARGO** OR ANY OTHER SPECIAL EVENT/CONSTRUCTION EMBARGOES PUBLISHED BY THE BUREAU OF PERMIT MANAGEMENT AND CONSTRUCTION CONTROL.

B. **BIKE LANES** – FOR ANY WORK IN OR AFFECTING A BIKE LANE, THE PERMITTEE MUST COMPLY WITH THE **NEW GUIDELINES FOR THE MAINTENANCE & PROTECTION OF TRAFFIC PLAN FOR CYCLING**, WHICH ARE AVAILABLE AT:

https://www1.nyc.gov/html/dot/downloads/pdf/bike-mpt-guidelines.pdf

C. **BUS STOPS/BUS LAYOVERS/BUS ROUTES – THE PERMITTEE SHALL PROVIDE WRITTEN NOTICE TO NYC DOT OCMC AND THE METROPOLITAN TRANSPORTATION AUTHORITY (MTA) A MINIMUM OF FIVE (5) WEEKS IN ADVANCE FOR LANE/STREET CLOSURES THAT AFFECT BUS STOPS/BUS LAYOVERS/BUS ROUTES. MTA MUST APPROVE ANY PROPOSED IMPACT PRIOR TO THE PERMITTEE MOBILIZING. FOR BUS STOP RELOCATIONS/REMOVALS, THE PERMITTEE MUST ALSO CONTACT NYC DOT BUS STOP MANAGEMENT AT BUSSTOPCHANGES@DOT.NYC.GOV, AND RECEIVE THEIR APPROVAL PRIOR TO RELOCATING OR REMOVING ANY BUS STOP.**

BRONX	MICHAEL WALLIN (MICHAEL.WALLIN@NYCT.COM)
BROOKLYN	BRENNAN ORTIZ (BRENNAN.ORTIZ@NYCT.COM)
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QUEENS	JIE LI (JIE.LI@NYCT.COM)
STATEN ISLAND	COLIN HARRINGTON (COLIN.HARRINGTON@NYCT.COM)

D. **ACCESS TO ABUTTING PROPERTIES** – THE PERMITTEE SHALL COORDINATE ALL ACTIVITIES WITH ABUTTING PROPERTY OWNERS TO ENSURE ACCESS IS PROVIDED TO/FROM ALL BUILDING/BUSINESS ENTRANCES, DRIVEWAYS, AND GARAGES AND THAT SUBWAY ENTRANCES ARE MAINTAINED OPEN AT ALL TIMES. THE PERMITTEE SHALL COORDINATE WITH ALL AFFECTED BUSINESSES PRIOR TO MOBILIZING.

E. **BIKE SHARE STATIONS:** THE PERMITTEE SHALL NOT REMOVE, RELOCATE, DAMAGE OR DISRUPT THE OPERATION OF EXISTING BIKE SHARE STATIONS WITHOUT FIRST CONTACTING NYC BIKE SHARE AT 855-245-3311 FOR THEIR REQUIREMENTS PRIOR TO COMMENCING WORK.

F. **NYC DOT STREET FURNITURE:** THE PERMITTEE SHALL NOT MOVE, DAMAGE OR DISRUPT ANY EXISTING WALKNYC WAYFINDING SIGNS, BIKE RACKS, BENCHES, LEANING BARS, GRANITE BLOCKS, OR PLANTERS ON THE SIDEWALK OR ROADWAY. THE PERMITTEE MUST CONTACT NYC DOT VIA EMAIL AT STREETFURNITUREUNIT@DOT.NYC.GOV A MINIMUM OF TWO (2) WEEKS PRIOR TO COMMENCING ANY WORK WHICH IMPACTS ON THE STREET FURNITURE.

G. **NYC DOT SIGNALS SYNCHRO TRAFFIC ANALYSIS REQUIREMENT: Prior to commencing work, the Permittee may be required to perform a traffic study and Synchro analysis if proposed construction will result in a lane reduction, which remains in effect for a period of five (5) days or more. A Synchro analysis will not be required for major closures or lane reductions occurring during nighttime hours of 9:00pm and 5:00am. For further detailed requirements related to traffic study and Synchro analysis preparation, the Permittee shall contact Nady Ibrahim of the NYC DOT Traffic Signal Timing Unit at (212) 839-3371 (nibrahim@dot.nyc.gov).**

H. **PROTECTION OF NYC DEP GREEN INFRASTRUCTURE:** THE PERMITTEE SHALL TAKE PRECAUTION OF NYC DEP GREEN INFRASTRUCTURE IN THE RIGHT-OF-WAY. PERMITTEE MUST CONTACT NYC DEP 48 BUSINESS HOURS BEFORE CONSTRUCTION STARTS AT GIUTILITY@DEP.NYC.GOV FOR FURTHER INSTRUCTION ON HOW TO PROCEED. ALSO, THE PERMITTEE MUST FOLLOW NYC DEP'S GREEN INFRASTRUCTURE PROTECTION REQUIREMENTS AT HTTPS://WWW1.NYC.GOV/SITE/DEP/WATER/GREEN-INFRASTRUCTURE.PAGE. PERMITTEE IS RESPONSIBLE FOR RESTORATION, REPLACEMENT, OR RECONSTRUCTION OF DAMAGED DEP GREEN INFRASTRUCTURE ASSETS IMPACTED BY THE PERMITTEE AS DIRECTED BY DEP.

NYC Department of Transportation
Bureau of Permit Management and Construction Control
55 Water Street, 7th Floor, New York, NY 10041
T: 212.839.9635 F: 212.839.8970
nyc.gov/dot

I. SPECIAL STIPULATIONS (CONTINUED)

I. **PROTECTION OF NYC DEP PERMEABLE PAVEMENT:** THE PERMITTEE SHALL TAKE PRECAUTION OF NYC DEP PERMEABLE PAVEMENT IN THE RIGHT-OF-WAY. PERMITTEE MUST CONTACT NYC DEP 48 BUSINESS HOURS BEFORE CONSTRUCTION STARTS AT GIUTILITY@DEP.NYC.GOV FOR FURTHER INSTRUCTION ON HOW TO PROCEED. ALSO, THE PERMITTEE MUST FOLLOW NYC DEP GREEN INFRASTRUCTURE PROTECTION REQUIREMENTS AVAILABLE AT **https://www1.nyc.gov/site/dep/water/green-infrastructure.page**. PERMITTEE IS RESPONSIBLE FOR RESTORATION, REPLACEMENT OR RECONSTRUCTION OF DAMAGED DEP GREEN INFRASTRUCTURE ASSETS IMPACTED BY THE PERMITTEE AS DIRECTED BY DEP.

J. **STREETLIGHTS / TRAFFIC SIGNALS:** THE PERMITTEE SHALL NOT REMOVE OR RELOCATE EXISTING STREET LIGHTS OR TRAFFIC SIGNALS WITHOUT FIRST OBTAINING APPROVAL FROM NYC DOT STREET LIGHTING / TRAFFIC SIGNALS UNIT.

K. **TRAFFIC CAMERAS, DETECTION/COMMUNICATION EQUIPMENT:** IF AT ANY TIME DURING THE APPROVED WORK, THE PERMITTEE ENCOUNTERS TRAFFIC SURVEILLANCE CAMERAS, DETECTION EQUIPMENT OR ANY TYPE OF COMMUNICATION EQUIPMENT (WIRELESS OR HARD-WIRED) ON ANY NYC DOT FACILITY, THAT IS NOT INCLUDED ON THE DESIGN/BUILD DRAWINGS, THE PERMITTEE SHALL IMMEDIATELY NOTIFY NYC DOT TRAFFIC MANAGEMENT BY PHONE AT 718-433-3390 OR 718-433-3340 AND VIA EMAIL AT TMC@DOT.NYC.GOV AND AWAIT DIRECTION PRIOR TO CONTINUING WORK.

L. **METERS** – THE PERMITTEE SHALL NOT REMOVE OR RELOCATE PARKING METERS WITHOUT FIRST OBTAINING APPROVAL FROM NYC DOT PARKING METER DIVISION AT 718 – 894 – 8651.

M. **TEST PITS –** THE BELOW TRAFFIC STIPULATIONS DO NOT APPLY TO TEST PIT WORK RELATED TO THIS CONTRACT. WORK HOURS AND OTHER REQUIREMENTS FOR TEST PIT OPERATIONS MAY DIFFER FROM THE STIPULATIONS IDENTIFIED BELOW. THE PERMITTEE SHALL BE REQUIRED TO OBTAIN SEPARATE PERMITS RELATED TO TEST PITS.

N. **NOTIFICATION** – THE PERMITTEE MUST AT LEAST TWO (2) WORKING DAYS BEFORE THE START OF CONSTRUCTION NOTIFY THE NYC FIRE DEPARTMENT, NYC POLICE DEPARTMENT, NYC EMS, LOCAL COMMUNITY BOARD, BOROUGH PRESIDENT'S OFFICE-CHIEF ENGINEER, NYC DOT OCMC OFFICE, AND ALL ABUTTING PROPERTY OWNERS.

O. **TEMPORARY PARKING REGULATIONS/PAVEMENT MARKINGS –** THE PERMITTEE IS REQUIRED TO INSTALL, MAINTAIN AND REMOVE ALL NECESSARY TEMPORARY PARKING AND REGULATORY SIGNS AND PAVEMENT MARKINGS, AND RESTORE THEIR ORIGINAL CONDITION PER NYC DOT STANDARDS, PRIOR TO EXPIRATION OF THEIR PERMIT(S). THE PERMITTEE OR AGENCY PERFORMING PUBLIC OUTREACH SHALL POST AND MAINTAIN ADVISORY SIGNS A MINIMUM OF 48 HOURS PRIOR TO CHANGING EXISTING PARKING REGULATION SIGNS TO APPROVED TEMPORARY CONSTRUCTION PARKING REGULATION SIGNS. THE ADVISORY SIGNS SHOULD BE POSTED ON ALL POLES AND DRIVE RAILS ON THE SEGMENT AFFECTED, INDICATING THE DATE OF THE CHANGE, THE NEW REGULATIONS AND A TELEPHONE NUMBER TO OBTAIN MORE INFORMATION.
   - PER SECTION 2-02 (C)(4) OF THE HIGHWAY RULES, PERMITTEES MUST AFFIX THEIR DEPARTMENT ISSUED FIVE-DIGIT IDENTIFICATION NUMBER USING A WATERPROOF LABEL OR STICKER ON ALL TEMPORARY SIGNS, INCLUDING BUT NOT LIMITED TO TEMPORARY CONSTRUCTION, RAISE PLOW, PARKING OR REGULATORY SIGNS. THE LETTERING MUST BE IN ARIAL FONT, BLACK INK, ¾ INCH IN HEIGHT AND WIDTH, PLACED AT THE LOWER RIGHT-HAND CORNER OF THE FRONT AND THE LOWER LEFT AND RIGHT-HAND CORNERS OF THE BACK OF THE SIGN. THE LABELS/STICKERS MUST BE VISIBLE/LEGIBLE AT ALL TIMES. PERMITTEE MUST REPLACE ANY WORN OR FADED LABELS/STICKERS.

P. **AUTHORIZED PARKING ZONES –** PRIOR TO PERFORMING ANY NON-EMERGENCY WORK WHICH IMPACTS AUTHORIZED PARKING, THE PERMITTEE SHALL NOTIFY AND COORDINATE WITH NYC DOT AUTHORIZED PARKING UNIT AT AUTHORIZEDPARKING@DOT.NYC.GOV PRIOR TO OCCUPYING THESE AREAS. STORAGE OF MATERIAL OR EQUIPMENT DURING NON-WORKING HOURS IN AUTHORIZED PARKING ZONES IS PROHIBITED.

Q. **CONSTRUCTION INFORMATIONAL SIGNS** – THIS PROJECT REQUIRES A CONSTRUCTION PROJECT INFORMATIONAL SIGN (CPIS) IN ACCORDANCE WITH NYC DOT HIGHWAY RULE SECTION 2-02 (4) AND (5). CRITERIA AND A PROTOTYPE FOR THIS SIGN MAY BE FOUND ON THE NYC DOT WEBSITE AT: **http://www.nyc.gov/html/dot/downloads/pdf/dot_cpis_directions.pdf**

II. ENHANCED MITIGATIONS

A. **ENHANCED MITIGATIONS FOR PEDESTRIAN FLOW**, INCLUDING METAL FENCING, SHALL BE PROVIDED TO ENSURE PEDESTRIANS STAY WITHIN THEIR DESIGNATED PATH/ROUTE. CERTIFIED FLAGGERS SHALL BE PROVIDED DURING WORKING HOURS, TO ASSIST IN CROSSING PEDESTRIANS TO THE OPPOSITE SIDEWALK OR AROUND THE WORK ZONE. OCMC MAY REQUIRE THE USE OF PEDESTRIAN MANAGERS IN AREAS WHERE THERE IS EXCEPTIONALLY HIGH PEDESTRIAN VOLUME (EX: TIMES SQUARE, QUEENSBORO PLAZA, ETC.).

B. **"NO STANDING ANYTIME-TEMPORARY CONSTRUCTION" SIGNS** AND TEMPORARY PAVEMENT MARKINGS SHALL BE INSTALLED AND MAINTAINED AS WARRANTED BY THE MAINTENANCE AND PROTECTION OF TRAFFIC (MPT) REQUIRED TO FACILITATE TRAFFIC MOVEMENTS THROUGH THE WORK ZONE. ALL TEMPORARY SIGNS AND PAVEMENT MARKINGS SHALL BE REMOVED UPON COMPLETION OF THE PROJECT.

C. **COMMUNITY OUTREACH** SHALL BE PROVIDED FOR THE DURATION OF THE PROJECT.

III. MAINTENANCE AND PROTECTION OF TRAFFIC

LOCATION(S)	MAINTENANCE AND PROTECTION OF TRAFFIC
FLATLANDS AVENUE FROM RALPH AVENUE TO EAST 76 STREET	1. Work hours shall be as follows: 9:00 AM to 4PM Monday to Friday with a letter from school and Saturday 8AM to 4PM. 2. Flag person must be provided to stop pedestrian and /or vehicle traffic while lifting materials overhead and also when crossing sidewalk in conjunction with crossing sidewalk permits. 3. The contractor shall maintain 5 foot clear sidewalk or 5 foot clear pedestrian walkway in roadway. Walkway must meet NYCDOT specifications. Walkway must be ramped at entry to sidewalk for handicapped accessibility. Also, must coordinate with NYCT Bus regarding bus stop and bus lane. 4. The contractor shall maintain one twelve foot lane east bound for traffic during working hours. Maintain two eleven foot lanes east bound after working hours. 5. The contractor shall occupy 8 foot of the roadway adjacent to the east curb after working hours. **6.** The contractor shall use Cure02 for concrete curing.
RALPH AVENUE FROM FLATLANDS AVENUE TO BERGEN AVENUE	1. Work hours shall be as follows: 9:00 AM to 4PM Monday to Friday with a letter from school and Saturday 8AM to 4PM. 2. Flag person must be provided to stop pedestrian and /or vehicle traffic while lifting materials overhead and also when crossing sidewalk in conjunction with crossing sidewalk permits. 3. The contractor shall maintain 5 foot clear sidewalk or 5 foot clear pedestrian walkway in roadway. Walkway must meet NYCDOT specifications. Walkway must be ramped at entry to sidewalk for handicapped accessibility. Also, must coordinate with NYCT Bus regarding bus stop and bus lane. 4. The contractor shall maintain two elven foot lanes for traffic during working hours with no impact on the opposite side of the roadway. Full width of the roadway after working hours. 5. The contractor shall occupy 8 foot of the roadway adjacent to the east curb after working hours. 6. The contractor shall use Cure02 for concrete curing.
INTERSECTION OF RALPH AVENUE AND FLATLANDS AVENUE	1. Work hours shall be as follows: 9:00 AM to 4PM Monday to Friday with a letter from school and Saturday 8AM to 4PM. 2. Flag person must be provided to stop pedestrian and /or vehicle traffic while lifting materials overhead and also when crossing sidewalk in conjunction with crossing sidewalk permits. 3. The contractor shall also maintain one (1) 11ft lane for traffic on one-way streets or two (2)11ft lanes for traffic on two-way streets during work hours with no impact on the opposite side of the roadway on Raph Avenue. The contractor must clear the entire intersection after working hours and shall re-position the barriers against the curb and restore all travelling lanes for traffic.

IV. GENERAL NOTES

A. **THIS IS NOT A PERMIT.** THIS STIPULATION SHEET MUST BE SUBMITTED WITH ALL REQUESTS FOR PERMITS PERTAINING TO THE ABOVE CONTRACT AND PRESENT AT THE WORK SITE ALONG WITH ALL ACTIVE CONSTRUCTION PERMITS WHEN THE APPROVED WORK IS BEING PERFORMED.

B. THE PERMITTEE MUST COMPLY WITH ALL CONSTRUCTION EMBARGOS ISSUED BY THE NYC DOT INCLUDING THE HOLIDAY EMBARGO.

C. THE PERMITTEE SHALL COMPLY WITH ALL REQUIREMENTS OF THE NYC DOT SPECIAL EVENTS UNIT AS IDENTIFIED BELOW:

1. STREET FAIRS / FESTIVALS
   - ALL EXCAVATIONS MUST BE PLATED WITH SKID RESISTANT PLATES.
   - PLATES MUST BE RECESSED AND FLUSH WITH PAVEMENT.
   - ALL PAVEMENT DEFECTS MUST BE CORRECTED WITHIN OR ADJACENT TO THE WORK ZONE.
   - THE PERMITTEE IS RESPONSIBLE FOR ANY DEFECTS WITHIN THE IMMEDIATE VICINITY IF NYC DOT STREET & ARTERIAL MAINTENANCE CANNOT MAKE REPAIRS DUE TO PROJECT INTERFERENCE (AS DETERMINED BY NYC DOT).
   - ALL EQUIPMENT, TRAILERS AND MATERIAL STORAGE MUST BE REMOVED.

2. RUNNING / WALKING / BIKING EVENTS
   - ALL EXCAVATIONS MUST BE BACKFILLED AND PAVED OR PLATES MUST BE RECESSED AND PAVED OVER FLUSH WITH PAVEMENT.
   - ALL PAVEMENT DEFECTS MUST BE CORRECTED WITHIN OR ADJACENT TO THE WORK ZONE.
   - THE PERMITTEE IS RESPONSIBLE FOR ANY DEFECTS WITHIN THE IMMEDIATE VICINITY IF NYC DOT STREET & ARTERIAL MAINTENANCE CANNOT MAKE REPAIRS DUE TO PROJECT INTERFERENCE (AS DETERMINED BY NYC DOT).
   - ALL EQUIPMENT, TRAILERS AND MATERIAL STORAGE MUST BE REMOVED.

3. PARADES
   - ALL EXCAVATIONS MUST BE BACKFILLED AND PAVED OR PLATES MUST BE RECESSED AND PAVED OVER FLUSH WITH PAVEMENT.
   - FORMATION AND DISPERSAL AREA PLATES MUST BE RECESSED AND FLUSH WITH PAVEMENT (PLATES MUST BE SKID RESISTANT).
   - ALL PAVEMENT DEFECTS MUST BE CORRECTED WITHIN OR ADJACENT TO THE WORK ZONE.
   - THE PERMITTEE IS RESPONSIBLE FOR ANY DEFECTS WITHIN THE IMMEDIATE VICINITY IF NYC DOT STREET & ARTERIAL MAINTENANCE CANNOT MAKE REPAIRS DUE TO PROJECT INTERFERENCE (AS DETERMINED BY NYC DOT).
   - ALL EQUIPMENT, TRAILERS AND MATERIAL STORAGE MUST BE REMOVED.

4. MAYORAL EVENTS
   - ALL EXCAVATIONS MUST BE BACKFILLED AND PAVED OR PLATES MUST BE RECESSED AND PAVED OVER FLUSH WITH PAVEMENT.
   - ALL PAVEMENT DEFECTS MUST BE CORRECTED WITHIN OR ADJACENT TO THE WORK ZONE.
   - THE PERMITTEE IS RESPONSIBLE FOR ANY DEFECTS WITHIN THE IMMEDIATE VICINITY IF NYC DOT STREET & ARTERIAL MAINTENANCE CANNOT MAKE REPAIRS DUE TO PROJECT INTERFERENCE (AS DETERMINED BY NYC DOT).
   - ALL EQUIPMENT, TRAILERS AND MATERIAL STORAGE MUST BE REMOVED.

D. ALL RELOCATION WORK BY THE UTILITIES SUCH AS; CON EDISON, TELEPHONE, GAS AND CABLE COMPANIES SHALL PRECEDE THE PERMITTEES' START OF WORK ON ALL AFFECTED ROADWAYS IN THE IMPACTED CONTRACT AREA.

E. THE PERMITTEE IS ADVISED THAT OTHER CONTRACTORS MAY BE WORKING IN THE GENERAL AREA DURING THE TERM OF THIS STIPULATION. IN WHICH EVENT, THE PERMITTEE MAY REQUIRE MODIFICATIONS BY THE OCMC-STREETS.

F. THE PERMITTEE IS NOT AUTHORIZED TO ENTER, OCCUPY OR USE ANY PUBLICLY OWNED OR PRIVATELY OWNED, NON-PAVED, LANDSCAPE OR NON-LANDSCAPED LOCATION WITHOUT SPECIFIC WRITTEN PERMISSION. WHEN THE LOCATION IS WITHIN THE RIGHT-OF-WAY OF A LIMITED-ACCESS ARTERIAL HIGHWAY, WRITTEN APPROVAL FROM THE NYC DOT OCMC-HIGHWAYS IS REQUIRED. WHEN THE LOCATION IS WITHIN THE RIGHT-OF-WAY OF A PUBLIC STREET OR PUBLIC PARK, WRITTEN APPROVAL FROM THE NEW YORK CITY DEPARTMENT OF TRANSPORTATION OR NEW YORK CITY DEPARTMENT OF PARKS AND RECREATION IS REQUIRED. WHEN THE LOCATION IS WITHIN THE RIGHT-OF-WAY OF ANY OTHER JURISDICTION SUCH AS PRIVATE PROPERTY, STATE, FEDERAL ETC., IT IS THE PERMITTEE'S RESPONSIBILITY TO DETERMINE THE PROPERTY OWNER AND OBTAIN THE WRITTEN APPROVAL.

G. THE PERMITTEE SHALL ADHERE TO THE NYC DOT BUREAU OF BRIDGES' SPECIAL PROVISIONS FOR LANDSCAPE PROTECTION, MAINTENANCE AND RESTORATION, ITEMS 1.18.15 THROUGH 1.18.19, WHENEVER AND WHEREVER ANY OF THE PERMITTEE'S ACTIVITIES OCCUR WITHIN A LIMITED ACCESS ARTERIAL HIGHWAY RIGHT - OF - WAY.

H. NO DEVIATION OR DEPARTURE FROM THESE STIPULATIONS WILL BE PERMITTED WITHOUT THE PRIOR WRITTEN APPROVAL FROM THE OCMC-STREETS. REQUEST FOR SUCH MODIFICATIONS SHALL BE SUBMITTED TO THE OFFICE OF THE OCMC-STREETS, NEW YORK CITY DEPARTMENT OF TRANSPORTATION, A MINIMUM OF TWENTY (20) DAYS IN ADVANCE FOR CONSIDERATION.

I. FOR ANY CONSTRUCTION ACTIVITY RESULTING IN THE FULL CLOSURE OF A ROADWAY FOR MORE THAN 180 CONSECUTIVE CALENDAR DAYS, THE PERMITTEE MUST PRODUCE AND SUBMIT A COMMUNITY REASSESSMENT, IMPACT AND AMELIORATION (CRIA) STATEMENT TO NYC DOT PLANNING AND OBTAIN THEIR APPROVAL BEFORE APPLYING FOR PERMITS, IN COMPLIANCE WITH THE PROVISIONS OF LOCAL LAW 24 STREET CLOSURE LAW.

J. FOR THIS PROJECT THE PERMITTEE SHALL FURNISH, INSTALL AND MAINTAIN ALL NECESSARY ADVANCE WARNING AND DETOUR SIGNS, TEMPORARY CONTROL DEVICES, BARRICADES, LIGHTS AND FLASHING ARROW BOARDS IN ACCORDANCE WITH THE "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES," THE TYPICAL SCHEMES INCLUDED IN THIS SPECIFICATION; AND AS ORDERED BY THE ENGINEER-IN-CHARGE AND THE OCMC-STREETS.

K. THE PERMITTEE SHALL BE RESPONSIBLE FOR IDENTIFYING HIS CONSTRUCTION SIGNAGE. THE IDENTIFICATION SHALL INCLUDE THE PERMITTEE'S NAME, SPONSORING AGENCY NAME AND THE CONTRACT NUMBER. THE IDENTIFICATION SHALL BE PLACED ON THE BACK OF THE SIGN. THE LETTERING SHALL BE THREE (3) INCHES HIGH.

L. THE OCMC-STREETS RESERVES THE RIGHT TO VOID OR MODIFY THESE STIPULATIONS SHOULD CONSTRUCTION FAIL TO COMMENCE WITHIN TWO (2) YEARS OF THE SIGNED DATE OF THESE STIPULATIONS.

(DANIEL PRINCIVIL)
PROJECT MANAGER – BROOKLYN
OCMC-STREETS

(NICOLAS DAGHER) 8.6
EXECUTIVE DIRECTOR
OCMC-STREETS

SECTION 01 56 00 – TEMPORARY BARRIERS AND ENCLOSURES
CONTRACT PS-318

PART 1 GENERAL

1.01 SUMMARY

A. Maintenance and Protection of Traffic (MPT) devices

B. Fencing

C. Protection of Work, personnel and materials

D. Tree and plant protection

E. The following index of this Section is presented for convenience:

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1.02 PAYMENT

A. No separate payment shall be made for performing any Work required under this Section. All costs for Work required by this Section shall be included in the applicable lump sum, unit price(s) or allowance(s) as set forth in Section 01 27 00 – Measurement and Payment.

1.03 RELATED SECTIONS

A. Section 01 55 26 – Traffic Control

B. Section 31 10 10 – Site Clearing

1.04 REFERENCES

A. NYC Department of Transportation (NYCDOT) Standard Highway Specifications

B. NYC Department of Transportation (NYCDOT) Standard Details of Construction

C. OSHA Standards 29 CFR 1926

1.05 DESCRIPTION

A. MPT Devices

1. Roads, Parking Areas and Sidewalks

a. The Contractor shall provide, erect, and maintain as necessary for the Work, all MPT devices as necessary and in accordance with Section 01 55 26 –Traffic Control. These devices shall include, but not be limited to, temporary concrete barriers, timber curb, Type III barricades, barrels, construction signs, warning signs, wide angle reflectors, temporary striping and warning lights along all roads, parking areas and sidewalks that are accessible to the public or DEP personnel and in such other areas of the Site as needed for the safety of all persons at the Site.

b. Sufficient barricades shall be erected to keep vehicles from being driven on or into Work under construction in accordance with NYCDOT requirements.

2. Excavations

a. All open excavations shall be adequately safeguarded by providing temporary barricades, caution signs, lights, and other means to prevent accidents to persons and damage to property.

b. The Contractor shall, at its own expense, provide suitable and safe bridges and other crossings for accommodating travel by pedestrians and workers. Bridges provided for access during construction shall be removed when no longer required.

c. The length or size of excavation will be controlled by the particular surrounding conditions, but shall always be confined to the limits prescribed by DEP and the Engineer. If the excavation becomes a hazard, or if it excessively restricts traffic at any point, DEP and the Engineer may require special construction procedures such as limiting the length of the open trench, prohibiting stacking excavated material in the street, and requiring that the trench shall not remain open overnight.

d. The Contractor shall take precautions to prevent injury to the public or DEP personnel due to open trenches. All trenches, excavated material, equipment, or other obstacles which could be

dangerous to the public or DEP personnel shall be well lit from sunset to sunrise.

3. The Contractor's responsibility for the maintenance of barricades, signs and lights shall continue throughout the duration of the Work. The Contractor shall provide and maintain other warning signs and barricades in other Work areas as may be required for the safety of all those employed in the Work, plant operating personnel, or those visiting the Site.

B. Fencing

1. Temporary Construction Gates and Fencing

a. As required or directed by the Engineer, the Contractor shall furnish and erect a new temporary ten (10) foot high chain link fence, gates, and all necessary incidentals in accordance with NYCDOT Standard Highway Specifications, Volume II, Section 6.34 and NYCDOT Standard Details of Construction Drawing No. H-1021, with the following exception:

1) Fabric for fencing shall be aluminum-coated steel wire with a mesh size of one (1) inch, complying with the requirements of AASHTO Designation M 181.

2. Safety Fencing

a. The Contractor shall provide and erect, when required or directed by the Engineer, temporary project safety fencing at the Work Site.

b. The safety fencing shall be a high visibility, orange-colored, high-density polyethylene grid or approved equal, a minimum of forty two (42) inches high, supported and tightly secured to steel posts located on maximum ten (10) foot centers.

3. Fencing shall be maintained by the Contractor for the duration of the Contract. Upon Final acceptance of the Work, fencing shall become the property of the Contractor and shall be removed from the Site, unless otherwise directed by the Engineer.

4. Maintenance shall include, but not be limited to, graffiti removal, repair of cracks and breaks in the fencing, and re-painting of the fencing as directed by the Engineer.

C. Protection of Work, Personnel, and Materials

1. Until permanent walls, railings, stairs, hatches, etc., are in place, the Contractor shall be responsible for the installation and maintenance of temporary barricades and temporary railings around openings, stairwells, on temporary or permanent stairs, around the perimeter of elevated floors, landings, permanent ramps, etc. The installation shall be in accordance

with the requirements of OSHA Standards 29 CFR 1926 and the codes and regulations of authorities having jurisdiction.

2. During the progress of the Work and up to the date of Substantial Completion, the Contractor shall be solely responsible for the care and protection of all Work, personnel, and materials covered by the Contract.

3. In order to prevent damage, injury or loss, actions taken by the Contractor shall include, but not be limited to, the following:

   a. Store apparatuses, materials, supplies, and equipment in an orderly, safe manner that will not interfere with the progress of the Work or the work of any Other Contractor or utility service company.

   b. Provide suitable storage facilities for all materials which are subject to injury by exposure to weather, theft, or breakage.

   c. Place upon the Work or any part thereof only such loads as are consistent with the safety of that portion of the Work.

   d. Clean up frequently all refuse, rubbish, scrap materials, and debris caused by the Contractor's operations, to the end that at all times the Site shall present a safe, orderly, and workmanlike appearance.

4. The Contractor shall protect the existing work and material from damage by its workers and shall be responsible for repairing any such damage at no additional cost to DEP.

D. Tree and Plant Protection

1. Protect existing trees, shrubs, and plants on or adjacent to the Site, shown or designated to remain in place, against unnecessary cutting, breaking, damage, or skinning of trunk, branches, bark, and roots.

2. Do not store materials or equipment or park construction equipment and vehicles within foliage drip lines.

3. In areas subject to traffic, provide temporary fencing or temporary barricades to protect trees and plants.

4. Open fires are not allowed onsite.

5. Within the limits of the Work, water trees and plants that are to remain to maintain their health during construction operations.

6. Cover exposed roots with burlap and keep such burlap continuously wet. Cover exposed roots with earth as soon as possible. Protect root systems from mechanical damage and damage by erosion, flooding, runoff, and noxious materials in solution.

7. If branches or trunks are damaged, prune branches immediately and protect cut or damaged areas with emulsified asphalt compounded specifically for horticultural use, in a manner acceptable to the Engineer.

8. When directed by the Engineer, remove and dispose of at location away from the Site damaged trees and plants that die or suffer permanent injury, and replace each damaged tree or plant with specimen of equal or better species and quality.
9. Other applicable methods of tree protection shall be as required by Section 31 10 10 – Site Clearing.

1.06 QUALITY ASSURANCE

A. Not Used

1.07 SUBMITTALS

A. Not Used

1.08 DELIVERY, STORAGE, AND HANDLING

A. Not Used

1.09 SPARE PARTS, SPECIAL TOOLS, AND SUPPLIES

A. Not Used

1.10 WARRANTY

A. Not Used

PART 2 PRODUCTS

2.01 MANUFACTURERS

A. Not Used

2.02 MATERIALS / EQUIPMENT

A. Temporary Construction Fencing

1. All materials shall comply with NYCDOT Standard Highway Specifications, Volume II, Section 6.34.2.

2.03 FABRICATION / ASSEMBLING / FINISHES

A. Not Used

2.04 SOURCE QUALITY CONTROL / SHOP TESTS

A. Not Used

PART 3 EXECUTION

3.01 EXAMINATION / PREPARATION

A. Not Used

3.02 ERECTION

A. Temporary Construction Fencing

1. All methods shall comply with NYCDOT Standard Highway Specifications, Volume II, Section 6.34.3.

3.03 FIELD TESTING / QUALITY CONTROL

A. Not Used

3.04 STARTUP / DEMONSTRATION

A. Not Used

3.05 ADJUSTING / PROTECTION / CLEANUP

A. Not Used

END OF SECTION

SECTION 01 57 00 – TEMPORARY CONTROLS
CONTRACT PS-318

PART 1 GENERAL

1.01 SUMMARY

A. This Section includes:

1. General Requirements
2. Prohibited construction procedures
3. Noise Control
4. Dust Control
5. Pest and Rodent Control
6. Pollution Control
7. Care during Welding
8. Notification of Non-Compliance
9. Storm Water Runoff Control
10. Site Security

B. The following index of this Section is presented for convenience:

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1.02 PAYMENT

A. No separate payment shall be made for performing any Work required under this Section. All costs for Work required by this Section shall be included in the applicable lump sum, unit price(s) or allowance(s) as set forth in Section 01 27 00 – Measurement and Payment.

1.03 RELATED SECTIONS

A. Section 01 33 00 – Submittal Procedures

B. Section 01 35 55 – Site Security

C. Section 01 57 16 – Temporary Pest Control

D. Section 31 25 10 – Dust, Soil Erosion and Sediment Control

1.04 REFERENCES

A. Not Used

1.05 DESCRIPTION

A. General Requirements

1. The Contractor shall furnish all labor, materials, equipment, and incidentals required to ensure adequate environmental protection including implementation of all erosion and sediment control measures as directed by the Engineer and specified herein.

2. In the performance of the Contract, the Contractor shall comply with all applicable federal, State, and local laws and regulations concerning environmental protection, restoration, and erosion and sediment control.

1.06 QUALITY ASSURANCE

A. Not Used

1.07 SUBMITTALS

A. Submit Shop Drawings as specified in Section 01 33 00 – Submittal Procedures.

1.08 DELIVERY, STORAGE, AND HANDLING

A. Prohibited Construction Procedures

1. The following construction procedures are prohibited:

a. Dumping or wasting of spoil material into any stream corridor, any surface waters or at unspecified locations adjacent to the Work area or at locations not approved by the Engineer.

b. Indiscriminate, arbitrary, or capricious operation of equipment in any stream corridor or surface waters.

c. Dumping of silt-laden water directly into any stream corridor or surface waters without provision for treatment as noted herein.

d. Damaging vegetation adjacent to or outside of access roads or limited right-of-way for the Work. All construction operations must be confined within the Contractor's Work limits as shown and/or specified.

e. Disposal of trees, bush, and other debris into any stream corridor, any wetlands or at unspecified locations.

f. Open burning of materials.

1.09 SPARE PARTS, SPECIAL TOOLS, AND SUPPLIES

A. Not Used

1.10 WARRANTY

A. Not Used

PART 2 PRODUCTS

2.01 MANUFACTURERS

A. Not Used

2.02 MATERIALS / EQUIPMENT

A. Cover and Liner Fabric for Stockpiles

1. Cover and liner fabric for stockpiles shall be as specified under Section 31 25 10 – Dust, Soil Erosion and Sediment Control.

2.03 FABRICATION / ASSEMBLING / FINISHES

A. Not Used

2.04 SOURCE QUALITY CONTROL / SHOP TESTS

A. Not Used

PART 3 EXECUTION

3.01 EXAMINATION / PREPARATION

A. Not Used

3.02 IMPLEMENTATION

A. Not Used

3.03 FIELD TESTING / QUALITY CONTROL

A. Noise Control

1. All sound attenuation measures shall comply with the following City noise code regulations.

a. Exterior Mechanical Equipment: Section 27-770 of the New York City Administrative Code concerns windows of dwelling units facing mechanical equipment and the noise output limitation for exterior mechanical equipment as measured within the interior of the dwelling unit.

b. Ambient Noise Quality: Title 24, Chapter 2, Subchapter 5 (Prohibited Noise, Specific Noise Sources – Sound Level Standard) of the New York City Administrative Code concerns ambient noise quality criteria and standards which indicates the maximum outdoor sound levels in specific ambient noise quality zones for daytime and nighttime standards.

2. The Contractor's vehicles and equipment shall be operated and maintained so as to minimize noise to the greatest degree practicable. Noise levels shall conform to the latest regulatory standards and in no case will noise levels be permitted which interfere with the work of the on-Site personnel.

3. All construction equipment powered by an internal combustion engine shall be equipped with a properly maintained muffler.

4. Air powered equipment shall be fitted with pneumatic exhaust silencers.

B. Dust Control

1. The Contractor shall be responsible for controlling objectionable dust caused by his operation of vehicles and equipment, clearing, or for any reason whatsoever. Contractor shall conduct all operations and maintain the area of activity to minimize creation and dispersion of dust.

2. The Contractor shall apply water to keep dust in the air to a minimum. The use of calcium chloride for dust control shall not be permitted.

3. Dust control for construction activities at all work areas shall be as follows:

4. Non-paved roadways and parking areas, which are used for construction traffic, shall be sprayed at least every other hour with water during the hours of construction unless otherwise approved by DEP.

5. Contractor shall regrade unpaved roadways and parking areas once a week to the satisfaction of the Resident Engineer.

6. All other construction areas shall be hosed down twice a day with water during the hours of construction, or as deemed necessary by the Engineer.

7. The Contractor shall erect runoff barriers or other means to ensure that runoff generated from dust control activities does not enter the Paerdegat Basin or the NYCDEP sewer system.

8. The Contractor shall comply with the requirements of Section 31 25 10 – Dust, Soil Erosion and Sediment Control.

C. Pest and Rodent Control

1. Provide rodent and pest control as necessary to prevent infestation of construction or storage area.
2. Employ methods and use materials which will not adversely affect conditions at the Site or on adjoining properties.
3. All chemicals shall be approved by the Engineer prior to their use and shall be safe for use in drinking water environment.
4. The Contractor shall comply with the requirements of Section 01 57 16 – Temporary Pest Control.

D. Pollution Control

1. Provide methods, means, and facilities required to prevent contamination of soil, water, or atmosphere by the discharge of noxious substances from construction operations.
2. Provide equipment and personnel to perform emergency measures required to contain any spillages, and to remove contaminated soils or liquids.
3. All chemicals used during project construction or furnished for project operation, whether herbicide, pesticide, disinfectant, polymer, or reactant of other classification, must show approval of the EPA and other recognized certifying agencies. Use of all such chemicals and disposal of residues shall be in strict conformance with regulatory requirements.
4. The Contractor's equipment used during construction shall conform to all current Federal, State, and local laws and regulations.

E. Care during Welding

1. Provide protection of DEP's workers from welding arcs during the construction by providing adequate welding shields.

F. Notification of Non-Compliance

1. The Engineer will notify the Contractor in writing of any non-compliance with the provisions of this Section and the action to be taken. The Contractor shall, after receipt of such notice, immediately take corrective action. Such notice, when delivered to the Contractor or its authorized representative at the Site of the Work, shall be deemed sufficient for the purpose.
2. If the Contractor fails or refuses to comply promptly, an order stopping all or part of the Work may be issued by DEP until satisfactory corrective action has been taken.
3. No part of the time lost due to any such stop work orders shall be made the subject of a claim for extension of time or for excess costs or damages by the Contractor, unless it is later determined that the Contractor was in compliance with the provisions of this Section.

4. The Contractor shall be responsible for its Subcontractors' compliance with the provisions of this Section.

G. Stormwater Runoff Control

1. Prevent discharge of sediment to and erosion from the Site to surface waters, drainage routes, public streets and rights-of-way, and private property, including dewatering operations.

2. Prevent trash, demolition waste and construction debris from contaminating storm water runoff.

3. Provide berms, dikes, and other acceptable methods of directing storm water around work areas to drainage routes.

4. Storm water runoff controls shall be inspected daily. Problems and deficiencies shall be brought to the attention of the Engineer and corrected promptly.

3.04 STARTUP / DEMONSTRATION

A. Not Used

3.05 ADJUSTING / PROTECTION / CLEANUP

A. Site Security

1. The Contractor shall comply with the requirements of Section 01 35 55 – Site Security.

B. Stockpiling of Materials

1. Stockpiling of excavated materials shall be handled in accordance with Section 31 25 10 – Dust, Soil Erosion and Sediment Control.

END OF SECTION

SECTION 01 57 16 – TEMPORARY PEST CONTROL
CONTRACT PS-318

PART 1 GENERAL

1.01 SUMMARY

A. Section Includes:

1. Pest Control Service
2. Regulatory Requirements
3. Material Requirements
4. Packaging
5. Safe Operation

B. The following index of this Section is presented for convenience:

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1.02 PAYMENT

A. No separate payment shall be made for performing any Work required under this Section. All costs for Work required by this Section shall be included in the applicable lump sum, unit price(s) or allowance(s) as set forth in Section 01 27 00 – Measurement and Payment.

1.03 RELATED SECTIONS

A. Section 01 35 27 – Environmental, Health and Safety Requirements

1.04 REFERENCES

A. Not Used

1.05 DESCRIPTION

A. Pest Control Service:

1. The Contractor shall provide the services of a certified, licensed and insured pest control service for the purpose of exterminating and controlling pests at the Project Site whenever construction work is ongoing at the Site until the date demobilization is complete at the Site.

2. The Contractor shall provide rodent control as follows.

   a. The rodent (i.e., rat) traps shall be effective and adequate in number placed within the site perimeter and at locations directed by the Resident Engineer. Each trap shall be checked monthly to ensure that they are properly baited and in proper working condition. All traps shall be rebaited monthly as required.

3. The Contractor shall provide mosquito control during the summer months as follows.

   a. The Contractor shall provide an extermination schedule prior to commencing spraying based on the recommendation of the pest control service and/or the chemical manufacturer.

   b. The Contractor shall identify and eliminate standing water as soon as possible. Where the standing water is not a part of the Contract Work or is not under the control of the Contractor, the standing water shall be reported to the Resident Engineer. To the extent possible pools of standing water shall be removed rather than applying insecticide to any pools of standing water to control the breeding of mosquitoes.

4. The Contractor shall furnish all labor, equipment, and materials necessary to implement a Rodent and Insect Control Program.

   a. On and around the Resident Engineer's field office, parking lot, guard booth, and portosans.

5. All Work shall be performed by an exterminator licensed in the State of New York and shall comply with all requirements of the New York City Department of Health and Mental Hygiene and New York State Department of Health for rodent and insect control. The exterminator shall only use products approved by the U.S. Environmental Protection Agency (EPA) for rodent and insect control.

6. The Contractor shall perform one full round of rodent and insect control on and around the areas specified in this Section once every two months from October through May and once every month from June through September.

B. Regulatory Requirements

1. The Contractor and the pest control service shall comply with all Federal, State, City and local ordinances, codes, and regulations regarding the following:

   a. Performing the pest control service.

   b. Utilizing only the pesticides recommended by the manufacturer for the purpose intended and which will not create a hazard to health or property.

   c. Cleaning up and disposing of all pesticides and pests.

2. The Contractor shall comply with all requirements of New York City Local Law 37 (LL 37) of 2005 for all City-owned or leased properties, upstate and in-city, including, but not limited to:

   a. The prohibition of certain pesticide products for use on New York City property;

   b. The requirement for notices at least 24 hours prior to pesticide applications; and

   c. Reporting and recordkeeping requirements for upstate and in-city facilities

1.06 QUALITY ASSURANCE

A. Not Used

1.07 SUBMITTALS

A. The Contractor shall provide a Rodent and Insect Control Plan

B. The Contractor shall provide, as required by LL 37, detailed information regarding each pesticide application.

1. The Contractor shall ensure that all records are provided to New York City using the NYC Department of Health and Mental Hygiene (DOHMH) Pesticide Use Reporting System (NYCPURS).

   a. The Contractor shall confirm that the information regarding any prior month applications has been properly submitted through NYCPURS. A copy of such information shall be included in the monthly Contractor Environmental, Health and Safety (EHS) report in accordance with Section 01 35 27 – Environmental, Health and Safety Requirements.

2. The LL 37 required information, including any necessary prior notifications, shall be provided to DEP on the reporting forms established by the NYC DOHMH or approved equivalent.

   a. This information shall be provided to DEP as part of the monthly Contractor EHS report in accordance with Section 01 35 27 – Environmental, Health and Safety Requirements.

   b. By February 1 of each year, the Contractor shall provide a complete summary of all LL 37 required information for all pesticide applications at the project site (including upstate projects) for the entire prior year.

1.08 DELIVERY, STORAGE, AND HANDLING

A. Not Used

1.09 SPARE PARTS, SPECIAL TOOLS, AND SUPPLIES

A. Not Used

1.10 WARRANTY

A. Pesticides shall be stored, handled, and used in accordance with the manufacturer's label and directions.

PART 2 PRODUCTS

2.01 MANUFACTURERS

A. Not Used

2.02 MATERIALS / EQUIPMENT

A. Pesticides shall be approved commercially available products that are currently registered by the United States Environmental Protection Agency and the New York State Department of Environmental Conservation. Pesticides shall also have all required labels indicated that they are approved for the intended use.

   1. Pesticides prohibited by LL 37 may not be utilized.

B. Pesticides shall be mixed and used in strict conformance with the instructions on the label or supplemental labels.

C. Packaging:

   1. Pesticides shall be delivered and securely stored, until used, in the manufacturer's standard containers that have legible labels affixed in accordance with the provisions of the Federal, State, City and local pesticides laws, rules, and regulations in effect at the time of delivery.

   2. Pesticides that do not meet these packaging requirements, at any time, will be rejected by the Resident Engineer and shall be removed from the Site immediately.

3. The Resident Engineer shall reject any pesticides that have become wet, caked, or otherwise unfit for use.

4. The basis of acceptance shall be original, sealed, and properly labeled pesticide containers.

2.03 FABRICATION / ASSEMBLING / FINISHES

A. Not Used

2.04 SOURCE QUALITY CONTROL / SHOP TESTS

A. Not Used

PART 3 EXECUTION

3.01 EXAMINATION / PREPARATION

A. Before performing any pest control work, the technician shall report to the Resident Engineer 24 hours prior to announce his presence and to ascertain if there are any special areas which need to be addressed.

3.02 IMPLEMENTATION

A. Safe Operation

1. The pest control service shall exercise caution in the application of pesticides and other operations in order not to endanger or injure on-Site personnel or the public. Rates and methods of application shall be in accordance with the manufacturer's instructions on the pesticide label.

2. All pesticides shall be delivered in original containers or packaging or in service containers properly labeled as required by law. All pesticides shall be secured at all times against unauthorized access.

3. Residual pesticides and containers shall be disposed off-Site in accordance with the label instructions and applicable Federal, State, City, and local regulations.

3.03 FIELD TESTING / QUALITY CONTROL

A. Not Used

3.04 STARTUP / DEMONSTRATION

A. Not Used

3.05 ADJUSTING / PROTECTION / CLEANUP

A. Not Used

END OF SECTION

NO TEXT ON THIS PAGE

SECTION 01 58 13 – TEMPORARY PROJECT SIGNAGE
CONTRACT PS-318

PART 1 GENERAL

1.01 SUMMARY

A. This Section includes the requirements of the New York City Department of Buildings (DOB) for uniform display of project and safety contact information in the signage posted along construction fences and sidewalk sheds at government-owned or government-funded project sites. Under Local Law 47/13, all miscellaneous construction signs – including City, Contractor and 311 contact information are consolidated in one simplified project information panel. No other signage or permits, unless otherwise required by law, may be posted.

B. Attachments: The following figures are attached to this Section:

1. Figure 1 – Project Information Panel Layout (For Projects with Street Frontage of 60 Feet or Greater)
2. Figure 2 – Project Information Panel Layout (For Projects with Street Frontage of Less than 60 Feet)
3. Figure 3 – Environmental Facilities Corporation (EFC) Construction Sign Schematic: Drinking Water State Revolving Fund (DWSRF)

C. The following index of this Section is presented for convenience:

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1.02 PAYMENT

A. No separate payment shall be made for performing any Work required under this Section. All costs for Work required by this Section shall be included in the applicable lump sum, unit price(s) or allowance(s) as set forth in Section 01 27 00 – Measurement and Payment.

1.03 RELATED SECTIONS

A. Not Used

1.04 REFERENCES

A. New York City Local Law 47/13

B. Rules of the City of New York 3301-01 (RCNY 3301-01)

1.05 DESCRIPTION

A. The Contractor shall procure and erect a project information panel at the Project Site identifying the Project. The panel shall be erected within twenty-one (21) days from the date the Contractor is ordered to Commence Work and shall be in accordance with the Contract Documents and details included in this Section.

B. Names of individuals on the Project information panel(s) shall be updated by the Contractor when these names change, at the direction of the Engineer,

1.06 QUALITY ASSURANCE

A. Not Used

1.07 SUBMITTALS

A. Submit the following for approval prior to fabrication of the project information panel:

1. Detailed sketch showing all lettering, dimensions, and colors

2. Detailed bill of materials indicating materials of construction for all project sign components.

1.08 DELIVERY, STORAGE, AND HANDLING

A. Not Used

1.09 SPARE PARTS, SPECIAL TOOLS, AND SUPPLIES

A. Not Used

1.10 WARRANTY

A. The Contractor shall obtain from the manufacturer and provide to DEP the manufacturer's standard warranty, in an acceptable form, warranting against defects in design, materials, abnormal aging, and workmanship.

PART 2 PRODUCTS

2.01 MANUFACTURERS

A. The project information panel shall be manufactured by one of the following:

1. Mineola Signs, Mineola, New York; http://mineolasigns.com/
2. Or approved equal

2.02 MATERIALS / EQUIPMENT

A. Project Information Panel

1. The Project information panel shall be constructed in accordance with RCNY 3301-1, including the following requirements shown on Figure 1 or Figure 2 attached to this Section. The Engineer will provide project specific information.
    a. For construction sites with a street frontage of sixty (60) feet or greater, the sign dimensions shall be in accordance with Figure 1.
    b. For projects that are not funded through the New York State Revolving Fund, the information and lettering shown below the sample rendering in Figure 1 should be removed and the rendering extended to fill that space.
2. Project information panels shall include the following information:
    a. A rendering, elevation drawing, Site plan, or zoning diagram of the building exterior that does not contain logos or commercially recognizable symbols;
    b. A title line stating “Work in Progress:” and specifying the nature of the project;
    c. Anticipated project completion date as season YYYY;
    d. Website address to contact for Project information;
    e. The corporate name and telephone number of the Contractor;
    f. The following statement, in both English and Spanish, “TO ANONYMOUSLY REPORT UNSAFE CONDITIONS AT THIS WORK SITE, CALL 311”;
    g. When applicable, a copy of the primary Project permits, with accompanying text “To see other permits issued on this property, visit: www.nyc.gov/buildings.” The permit shall be laminated or encased in a plastic covering to protect it from the elements or shall be printed directly onto the Project information panel.
    h. The name(s) of government official(s) shall be incorporated into the panel in accordance with Figure 1.

3. The Project information panel shall be constructed of ¾-inch thick plywood panel of the following quality or equal as approved by the Engineer:

   a. High density overlaid exterior type fir plywood panels, five (5) ply, B-B grade or better.

   b. Each plywood panel shall be resin impregnated on both sides.

4. The content shall be written in the Calibri font or similar Sans Serif font style, with letters a minimum of one (1) inch (25 mm) high, as measured by the upper-case character. Such letters shall be white, on a blue background, with such blue color of a shade matching Pantone 296, or RGB 15, 43, 84, or CMYK 100, 88, 38, 35.

B. EFC Clean Water State Revolving Fund (CWSRF)/Drinking Water State Revolving Fund (DWSRF) Sign

1. The EFC construction sign shall be constructed of ¾ inch minimum thickness plywood identical to that specified in Article 2.02.A.3.

   a. For a sample sign layout, refer to Figure 2 - EFC Construction Sign Schematic: DWSRF.

2. Project information panels shall include the following fasteners, sign supports, coating, lettering, and emblem:

   a. Fasteners: All fasteners used in the fabrication of the sign shall be rust-proof

   b. Sign Supports: The sign shall be adequately supported and braced to remain in the proper positioning and alignment, including resistance to wind loads and toppling of the sign.

   c. Coating: All paint or exterior coverings used shall be exterior grade coating suitable for use on wood or the material of construction. The sign face background and sign back shall be white and consist of a minimum two coats of paint.

   d. Lettering and Emblem: The sign shall include the following logos in an aspect ratio consistent with other lettering on the sign but not less than a height of two (2) inches.

      1) The EFC logo available at https://efc.ny.gov/efc-logo-pdf

      2) For DWSRF projects only: The New York State Department of Health (DOH) logo available at https://nysefc.app.box.com/v/EFC-DOH-black

      3) The EPA logo consistent with the EPA Logo and Seal Specifications for Signage Produced by EPA Assistance Agreement Recipients as outlined in

https://www.epa.gov/sites/default/files/2015-01/documents/epa_logo_seal_specifications_for_infrastructure_grants.pdf

e. For CWSRF and DWSRF projects, incorporate the following language: This project is jointly funded by the New York State [Clean Water/Drinking Water] State Revolving Fund and the U.S. Environmental Protection Agency. The [CWSRF/DWSRF] is administered by the New York State Environmental Facilities Corporation [with its partner the New York State Department of Health (*for DWSRF projects only*)]. Other language as shown on Figure 3.

2.03 FABRICATION / ASSEMBLING / FINISHES

A. Not Used

2.04 SOURCE QUALITY CONTROL / SHOP TESTS

A. Not Used

PART 3 EXECUTION

3.01 EXAMINATION / PREPARATION

A. Not Used

3.02 INSTALLATION

A. Location: The Project information panel shall be located in a prominent position as determined by the Engineer.

B. Panel Supports: Adequate supports for the Project information panel, including the positioning and alignment of the sign, as determined by the Engineer, shall be provided by the Contractor.

C. Maintenance: The Project information panel shall be maintained by the Contractor in good condition at all times for the duration of the Contract. The panel shall be replaced in its entirety for updates to information, names, or at the direction of the Engineer.

D. Removal of Project information panel from Project Site: The Contractor shall remove the Project information panel and supports from the Site when ordered by the Engineer.

3.03 FIELD TESTING / QUALITY CONTROL

A. Not Used

3.04 STARTUP / DEMONSTRATION

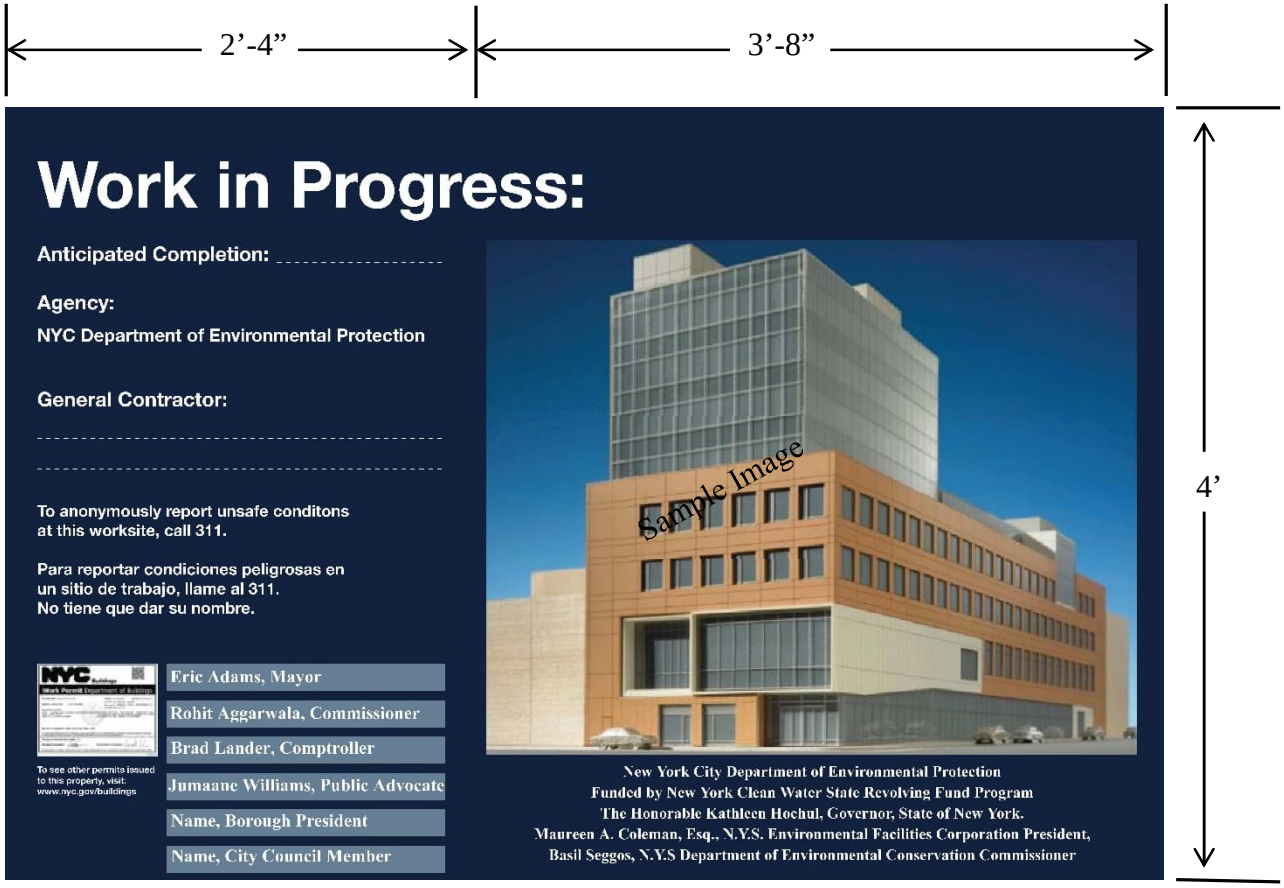
A. Not Used

3.05 ADJUSTING / PROTECTION / CLEANUP

A. Not Used

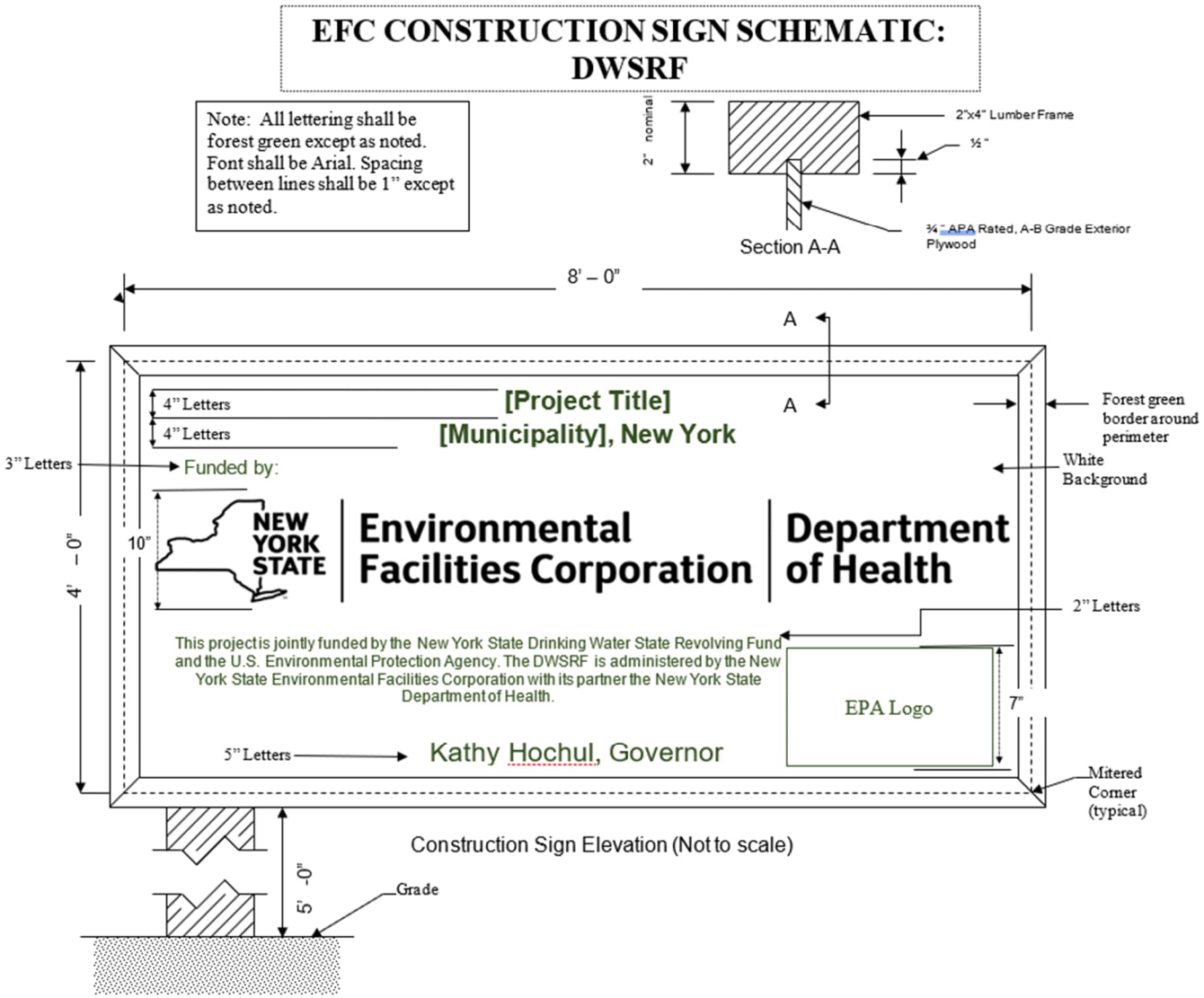
END OF SECTION

FIGURE 1
PROJECT INFORMATION PANEL LAYOUT
(For Project Sites with Street Frontage of 60 Feet or Greater)



Note: As directed by the Engineer, the wording below the rendering shall be deleted if the project is not funded under the NYS Revolving Loan Fund and the rendering shall be extended to fill in that space.

FIGURE 2


EFC CONSTRUCTION SIGN SCHEMATIC: DWSRF
Note: All lettering shall be forest green except as noted. Font shall be Arial. Spacing between lines shall be 1" except as noted.
2" nominal
2"x4" Lumber Frame
½"
¾" APA Rated, A-B Grade Exterior Plywood
Section A-A
8' – 0"
A
A
4" Letters
4" Letters
[Project Title]
[Municipality], New York
3" Letters
Funded by:
Forest green border around perimeter
White Background
10"
NEW YORK STATE
Environmental Facilities Corporation
Department of Health
4' – 0"
2" Letters
This project is jointly funded by the New York State Drinking Water State Revolving Fund and the U.S. Environmental Protection Agency. The DWSRF is administered by the New York State Environmental Facilities Corporation with its partner the New York State Department of Health.
EPA Logo
7"
5" Letters
Kathy Hochul, Governor
Mitered Corner (typical)
Construction Sign Elevation (Not to scale)
5' -0"
Grade

PART 1 GENERAL

1.01 SUMMARY

A. Equipment and appurtenances

B. Delayed approvals

C. Accessories included

D. Contractor's working equipment

E. Excessive loadings

F. Welding

G. Sole plates

H. Grouting

I. Operating instructions

J. Damage during tests and instruction periods

K. Work may be rejected at any time

L. Requirements for electrical work and electrical equipment

M. Service of manufacturer's engineer

N. The following index of this Section is presented for convenience:

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3.05 Adjusting / Protection / Cleanup.....7

1.02 PAYMENT

A. No separate payment shall be made for performing any Work required under this Section. All costs for Work required by this Section shall be included in the applicable lump sum, unit price(s) or allowance(s) as set forth in Section 01 27 00 – Measurement and Payment.

1.03 RELATED SECTIONS

A. Section 01 27 00 -- Measurement and Payment

B. Section 26 05 91 – Low Voltage Electric Motors

1.04 REFERENCES

A. Not Used

1.05 DESCRIPTION

A. Equipment and appurtenances. Equipment and appurtenances shall be designed in conformity with ASME, ASTM, and IEEE standards, as applicable, and shall be of rugged construction and of sufficient strength to withstand all stresses that may occur during fabrication, testing, transportation, installation, and all conditions of operation. Adequate stays, braces, and anchors shall be provided. All bearings and moving parts shall be adequately protected against wear by bushings or other approved means and shall be fully lubricated by readily accessible devices. Details shall be designed for appearance as well as utility. Protruding members, joints, corners, gear covers, and the like shall be finished in appearance. All exposed welds shall be ground smooth and the corners of structural shapes shall be mitered.

1. Machinery parts shall conform exactly to the dimensions shown on the Shop Drawings. There shall be no more fitting or adjusting in setting up a machine than is necessary in assembling high-grade apparatus of standard design. The equivalent parts of identical machines shall be made interchangeable.

2. All equipment components shall comply with American standards, except where written permission is granted by the Engineer to deviate from such standards. Such standards shall include in part or in whole, but shall not be limited by, the standards, codes, specifications, or tentative specifications adapted and published by technical societies, organizations, and bodies specified in the Contract. Thread components made to metric, Whitworth, or other foreign standards are unacceptable.

3. All grease lubricating fittings on equipment shall be button head type and samples thereof shall be submitted for approval.

4. All machinery and equipment shall be safeguarded in conformity with the safety codes of the ANSI, OSHA, and related New York State and New York City Codes.

5. All petroleum bulk storage tank installations shall be installed in accordance with the requirements of the Environmental Protection Agency, New York State Department of Environmental Conservation, the New York City Fire Department and Departments of Buildings and of Small Business Services, and all other Agencies Having Jurisdiction (AHJ). The Contractor, at its own expense, shall obtain a facility registration certificate and all permits required. In addition, the Contractor shall submit a certified statement that the installation is in compliance with all regulations.

6. All electric motors shall be designed to conform to IEEE standards and to Section 26 05 91 – Low Voltage Electric Motors. Characteristics of electrical energy and source of supply are given in these Sections. Electric energy supplies at the site of the work are subject to commercial loads and operating variations. The voltage given in the Contract Documents is subject to correction for plant bus conditions and feeder drop. Adequate and proper provisions must be made so that all apparatuses furnished hereunder will operate normally under such conditions.

7. Galvanized cast iron junction boxes or equivalent provisions for threaded conduit connections shall be furnished, unless otherwise specified or approved.

8. Equipment comprising several electrically operated devices shall be furnished completely wired and shall have all electrical appliances, conduits, and connections that are integral parts thereof. Such connections shall terminate in a junction box of ample size.

9. Limit switches and other mechanically actuated switches shall be enclosed in cast metal boxes and be installed in the proper locations ready for rigid conduit connections. Switches shall be complete with all supports, stops, cams, arms, tripping and operating members which shall be adjustable where required for proper functioning. A complete statement of the scheme of control sequence and timing of operations required shall be submitted for approval. The electrical parts of mechanically actuated switches shall be encased as specified and be fully protected from shock and strain under all operating conditions. The manufacturer shall guarantee, for the service required, the electrical units and parts used in the assembly.

10. Electrical equipment shall be supplied only by manufacturers who maintain service facilities and spare parts stocks so that service and spare parts are capable of being furnished to a DEP-specified location within a maximum time period of forty eight (48) hours. Service and stock shall be adequate for the equipment supplied, and evidence of such capability shall be presented when the equipment is submitted for approval.

11. Equipment manufactured outside continental U.S.A. shall be supplied only by manufacturers who maintain acceptable service facilities and spare parts stocks within the continental U.S.A. Service and stock shall be adequate for the equipment supplied and evidence of such facilities shall be presented when the name of the manufacturer is submitted for approval.

B. Delayed approvals. The time spent in approving Shop Drawings, samples, equipment or other data which does not conform in every respect with the Contract Documents will not be considered as the basis for a claim for an extension of the Contract time.

C. Accessories included. The Contractor shall furnish, install, and protect all necessary guides, track rails, bearing plates, anchor and attachment bolts, and all other appurtenances needed for the installation of the devices included in the equipment specified. Anchor bolts shall be made of ample size and strength for the purpose intended.

1. Suitable templates and Shop Drawings for installation shall be furnished.

2. The Contractor shall furnish with each piece of equipment one complete set of suitably marked special tools and appliances which may be needed to adjust, operate, maintain, or repair the equipment. It shall submit, for approval by the Engineer, a complete list of the special tools and appliances to be furnished. Such tools and appliances shall be furnished in approved painted steel cases properly labeled and equipped with commercial grade cylinder locks and duplicate keys.

3. All spare parts shall be furnished as specified in the Contract. The Contractor shall furnish and install all specific equipment complete with all appurtenances, enclosures, means for connecting to power supply, and supporting structures necessary for standard operation of the equipment.

D. Contractor's working equipment. The Contractor shall have on hand sufficient proper equipment and machinery of ample capacity to facilitate the work and to handle all emergencies normally encountered in work of this character.

E. Excessive loadings. Floor slabs shall not be subjected to excessive concentrated loads and in no case shall maximum safe loads be exceeded.

F. Welding. All structural welding and gas cutting shall conform to the requirements of the American Welding Society (AWS), American Society of Mechanical Engineers (ASME), NYC Department of Buildings (DOB) and the New York City Construction Code. All welding of pipe, fittings and pipeline equipment shall be performed by qualified welders as specified by the latest requirements of the ASME and AWS codes and their supplements, as applicable.

1. Welders shall be certified in compliance with Section IX Welding Qualifications of the ASME Boiler and Pressure Vessel Code or AWS D1.1 through D1.6, as applicable and as approved by the Engineer, and shall be qualified by an independent testing laboratory approved by DEP.

G. Sole plates. All equipment mounted to concrete without cast iron or fabricated steel equipment bases shall be provided with a sole plate approved by the Engineer.

H. Grouting. The Contractor shall, at its own expense, furnish all materials and labor for, and shall properly bed in epoxy grout, each piece of equipment or its supporting base resting on masonry foundations.

1. The epoxy grout shall be pre-measured, fast curing, high strength, non-shrink, have good adhesion to concrete and steel, and resist degradation by oil, solvents and acids. All epoxy grouting material and installation procedures shall be approved by the manufacturer of the equipment being grouted and the Engineer.

2. The storage, surface preparation, forming, mixing, and placing of the grout shall be as recommended by the grout manufacturer.

3. Flowability of the material shall provide self-leveling for ease of placement.

4. Epoxy grout shall completely fill the space between the equipment or base and the foundation and it shall generally average one inch in thickness. Leveling wedges shall not be removed and jacking bolts shall not be backed off before final set of grout. Voids left by wedges shall be pointed. Exposed surfaces of epoxy grout shall be finished to the satisfaction of the Engineer. Final alignment of the equipment shall be checked in the presence of the Engineer.

I. Operating instructions. The Contractor, through qualified individuals, shall adequately instruct designated employees of DEP in the operation, maintenance, and care of all equipment installed hereunder.

J. Damage during tests and instruction periods. The Contractor shall be fully responsible for the proper operation of equipment during test and instruction periods, and it shall neither have nor make any claim for damage which may occur to equipment prior to the time when DEP formally takes over the operation thereof.

K. Work may be rejected at any time. If at any time an inspection, test or analysis of Work reveals faulty design, inferior or defective materials, poor workmanship, improper installation, excessive wear or non-conformity with the requirements of the Contract Documents, such Work will be rejected and shall be replaced with satisfactory Work at the Contractor's expense.

1. Electrical appliances which have been subjected to damage by water shall be thoroughly dried out and put through a special dielectric test as directed by the Engineer, or shall be replaced by the Contractor, all at its own expense.

L. Requirements for electrical work and electrical equipment. Electrical work and electrical equipment shall be installed under the supervision of the Engineer and shall be subject to approval, inspection and test by the Engineer and by the NYC Department of Buildings (DOB) or the local AHJ.

1. The Contractor shall file with the Department of Buildings or the local AHJ an application for a certificate of electrical inspection and shall pay all filing and inspection fees, as required by the New York City Electrical Code (NYCEC) or local AHJ.
2. For service equipment rated 1000 KVA and larger, drawings shall be submitted by the Contractor for approval to the DOB, as required by the NYCEC; or as otherwise required by the local AHJ. The Contractor shall pay the filing fees required for each submittal.
3. The Contractor shall submit for the approval of the Engineer and as required by the DOB or the AHJ, complete Shop Drawings covering electrical equipment furnished under this Contract.
    a. Where submissions are required to be made by a Professional Engineer the Contractor shall secure these services at no additional cost to DEP.
    b. Drawings shall include dimensioned outlines showing provision for and locations of conduit connections, detailed wiring diagrams, schematic wiring diagrams, installation layouts, material schedules, test data and supplementary descriptive data.
    c. Drawings shall be submitted to the Engineer for review before they are submitted to either the DOB or the AHJ.
    d. Upon receipt of approval or comments from DOB or the AHJ, the Contractor will return drawings to the Engineer with the disposition noted.
4. After full completion of its Work, the Contractor shall notify the local borough office of the DOB or the local AHJ, requesting a final inspection to be made.

M. Service of manufacturer's engineer. The prices bid for equipment shall include the cost of furnishing a competent and experienced engineer or superintendent, from the company manufacturing the equipment, who shall assist the Contractor, when required, to install, adjust, and test the equipment in conformity with the Contract Documents. After the equipment is placed in permanent operation by DEP, such engineer or superintendent shall make all adjustments and tests required by the Engineer to prove that such equipment is in proper and satisfactory operating condition.

1.06 QUALITY ASSURANCE

A. Not Used

1.07 SUBMITTALS

A. Not Used

1.08 DELIVERY, STORAGE, AND HANDLING

A. Not Used

1.09 SPARE PARTS, SPECIAL TOOLS, AND SUPPLIES

A. Not Used

1.10 WARRANTY

A. Not Used

PART 2 PRODUCTS

2.01 MANUFACTURERS

A. Not Used

2.02 MATERIALS / EQUIPMENT

A. Not Used

2.03 FABRICATION / ASSEMBLING / FINISHES

A. Not Used

2.04 SOURCE QUALITY CONTROL / SHOP TESTS

A. Not Used

PART 3 EXECUTION

3.01 EXAMINATION / PREPARATION

A. Not Used

3.02 IMPLEMENTATION

A. Not Used

3.03 FIELD TESTING / QUALITY CONTROL

A. Not Used

3.04 STARTUP / DEMONSTRATION

A. Not Used

3.05 ADJUSTING / PROTECTION / CLEANUP

A. Not Used

END OF SECTION

NO TEXT ON THIS PAGE

PART 1 GENERAL

1.01 SUMMARY

A. Section Includes:

1. Delivery of products
2. Handling of products
3. Inspection of items
4. Supporting heavy loads

B. The following index of this Section is presented for convenience:

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1.02 PAYMENT

A. No separate payment shall be made for performing any Work required under this Section. All costs for Work required by this Section shall be included in the applicable lump sum, unit price(s) or allowance(s) as set forth in Section 01 27 00 – Measurement and Payment.

1.03 RELATED SECTIONS

A. Section 01 27 00 - Measurement and Payment

B. Section 01 66 00 – Protection of Materials & Equipment

1.04 REFERENCES

A. Not Used

1.05 DESCRIPTION

A. General Requirements

1. The Contractor shall make all arrangements for transportation, delivery, and handling of materials and equipment required for installation and completion of the Work.

2. Storage space at the Site is limited. The Contract Documents indicate the staging area available for the Contractor to use. Coordinate with the Engineer as to whether on-Site storage will be permitted. Any off-Site storage locations or facilities are to be inspected and approved by the Engineer prior to storing items.

   a. When storage of materials and equipment is off-Site, deliveries to the Site shall be scheduled to coincide with installation of the items. Protection, handling, and storage of materials shall be performed as per Section 01 66 00 – Protection of Materials & Equipment.

   b. If necessary to move stored materials and equipment during construction, the Contractor shall move materials and equipment at no additional cost to DEP.

3. Unless otherwise specified, DEP's hoisting equipment at the Project Site will not be available for the Contractor's use.

4. Transport and handle products in accordance with manufacturers' instructions and in compliance with all Federal, State, and local laws.

1.06 QUALITY ASSURANCE

A. Not Used

1.07 SUBMITTALS

A. Not Used

1.08 DELIVERY, STORAGE, AND HANDLING

A. Delivery of Products

1. The Contractor shall arrange deliveries of products in accordance with construction schedules and with ample time to facilitate inspection prior to installation.

2. The Contractor shall coordinate deliveries to avoid conflict with the Work and conditions at the Site and to accommodate the following:

   a. Site access constraints.

b. Limitations of storage space

c. Availability of equipment and personnel for handling products

3. Materials and equipment shall not be delivered to the Site until related Shop Drawings, including the manufacturer's recommended storage instructions, have been approved by the Engineer.

4. Materials and equipment shall not be delivered to the Site until required storage facilities have been provided. Storage facilities and protection for products shall be as specified in Section 01 66 00 – Protection of Materials & Equipment.

5. Products shall be delivered to the Site in the manufacturer's original, unopened, labeled containers. The Engineer shall be informed of all deliveries of all materials and equipment.

6. Partial deliveries of component parts of equipment shall be clearly marked to identify the equipment, to permit easy accumulation of parts and to facilitate assembly.

7. Immediately on delivery, the Contractor shall inspect shipments to ensure:

a. Product complies with requirements of Contract Documents and approved Submittals.

b. Quantities are correct.

c. Containers and packages are intact and labels are legible.

d. Products are properly protected and undamaged.

B. Handling of Products

1. The Contractor shall provide equipment and personnel necessary to handle products in a manner that prevents soiling or damage to products or packaging.

2. The Contractor shall provide additional protection during handling as necessary to prevent scraping, marring or otherwise damaging products or surrounding surfaces.

3. The Contractor shall handle products in a manner that prevents bending or overstressing.

4. Heavy components shall be lifted only at designated lifting points.

5. Materials and equipment shall be always handled in a safe manner and as recommended by manufacturer or supplier so that no damage will occur to them. Do not drop, roll, or skid products off delivery vehicles. Hand carry or use suitable materials handling equipment.

C. Inspection of Items

1. The Contractor shall inspect all items including all boxes, crates, and packages containing materials and equipment for damage that may have occurred during shipment prior to their removal from the truck or other manner of conveyance. Any damage shall be reported immediately to the Engineer.

2. The Contractor shall then carefully remove the materials and equipment from the truck or trucks on which they were shipped. The materials and equipment shall then be transported to the place of installation at the Site. The Contractor shall be liable for loss or damage to the materials and equipment that may occur while being unloaded, transported, stored, or installed.

3. All materials and equipment that arrives at the Site during Normal Project Working Hours shall be unloaded as soon as practicable.

D. Supporting Heavy Loads

1. In all cases where heavy loads or demolition may temporarily affect existing slabs and subsurface structures, the Contractor shall confirm the load sustaining ability of these slabs and structures. Whenever heavy loads are to be stored or temporarily imposed on slabs, or whenever the structures may be impacted by demolition or installation, the Contractor shall submit for approval by the Engineer a plan of procedure prepared by a licensed professional engineer, indicating a structural analysis of the existing structures and methods of distributing loads, and providing auxiliary support so that slabs and beams are not loaded in excess of their design loadings.

1.09 SPARE PARTS, SPECIAL TOOLS, AND SUPPLIES

A. Not Used

1.10 WARRANTY

A. Not Used

PART 2 PRODUCTS

2.01 MANUFACTURERS

A. Not Used

2.02 MATERIALS / EQUIPMENT

A. Not Used

2.03 FABRICATION / ASSEMBLING / FINISHES

A. Not Used

2.04 SOURCE QUALITY CONTROL / SHOP TESTS

A. Not Used

PART 3 EXECUTION

3.01 EXAMINATION / PREPARATION

A. Not Used

3.02 IMPLEMENTATION

A. Not Used

3.03 FIELD TESTING / QUALITY CONTROL

A. Not Used

3.04 STARTUP / DEMONSTRATION

A. Not Used

3.05 ADJUSTING / PROTECTION / CLEANUP

A. Not Used

END OF SECTION

NO TEXT ON THIS PAGE

SECTION 01 66 00 – PROTECTION OF MATERIALS & EQUIPMENT
CONTRACT PS-318

PART 1 GENERAL

1.01 SUMMARY

A. Section Includes:

1. Handling and storage of products

2. Protection of materials and equipment

B. The following index of this Section is presented for convenience:

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1.02 PAYMENT

A. No separate payment shall be made for performing any Work required under this Section. All costs for Work required by this Section shall be included in the applicable lump sum, unit price(s) or allowance(s) as set forth in Section 01 27 00 – Measurement and Payment.

1.03 RELATED SECTIONS

A. Section 01 65 00 – Product Delivery Requirements

1.04 REFERENCES

A. Not Used

1.05 DESCRIPTION

A. Not Used

1.06 QUALITY ASSURANCE

A. Not Used

1.07 SUBMITTALS

A. Not Used

1.08 DELIVERY, STORAGE, AND HANDLING

A. Storage of Products

1. Transport, store, and handle products in accordance with manufacturer's methods and instructions and as required in Section 01 65 00 - Product Delivery Requirements of the Contract.
2. Handle and lift products only at designated lift points and by methods to avoid soiling, disfigurement, bending, overstressing, and damage.
3. Store products on shelves, in bins, or in neat groups of like items, with seals and labels intact and legible, and in a manner to provide access for maintenance and inspection.
4. Store loose granular materials on clean, solid, flat surfaces and prevent mixing with foreign matter. Store fabricated products supported above the ground on skids or blocking. Provide erosion control and surface drainage to prevent erosion and ponding of water as per the Contract Documents or as directed by the Engineer.
5. Cover products subject to discoloration or deterioration with impervious sheet covering and protect products from soiling and staining.
6. Store and protect products that are subject to damage by the elements in weather-tight or climate-controlled enclosures, and according to manufacturer's instructions. Maintain temperature, ventilation, and humidity within ranges stated in manufacturer's instructions.
7. Attach applicable manufacturer's storage service instructions labeled "STORAGE SERVICE INSTRUCTIONS ENCLOSED" to exterior of each stored product.
8. Inspect, maintain, and service stored products on a regularly scheduled basis, consistent with manufacturer's instructions.
9. Record inspection, maintenance, and services performed and keep log available for review by the DEP and the Engineer.

B. Protection of Materials and Equipment

1. The Contractor shall make every effort to minimize extended storage periods of materials and equipment at the Site by judiciously scheduling deliveries to coincide with construction needs.

2. Unless otherwise specified, storage of any mechanical or electrical equipment or other ultraviolet or weather sensitive items out of doors at any time is prohibited regardless of the protection furnished. Storage of mechanical and electrical equipment within structures at the Site will not be permitted unless the structures are enclosed. A structure shall be considered to be enclosed when it is roofed and has protection of doorways, windows, and other opening closures.

3. All mechanical and electrical equipment shall be coated, wrapped, and otherwise protected from snow, rain, drippings of any sort, dust, mud, condensed water vapor, etc., during shipment, storage, and installation and until placed in service.

4. All storage areas for motors shall be heated. Space heaters shall be supplied, as required, in all enclosures being utilized for storage of motors. Motors equipped with space heaters shall be properly wired and the heaters activated while the motors are in storage.

5. Should storage of mechanical and electrical equipment become necessary before it can be stored at the Site, the Contractor shall provide storage in a weatherproof warehouse.

6. Materials may be stored out of doors if supported above ground surface on wood runners and protected with approved, effective, and durable covers.

7. All storage and protection of materials and equipment at the Site shall be subject to the approval of the Engineer.

8. Prior to installation of the equipment, the Contractor shall have the manufacturer inspect the equipment and certify that its condition has not been detrimentally affected by a long storage period. Such certifications by the manufacturer shall be deemed to mean that the equipment is judged by the manufacturer to be in a condition equal to that of equipment that has been shipped, installed, tested and accepted in a minimum time period. As such, the manufacturer will guarantee the equipment equally in both instances. If such a certification is not given, the equipment shall be judged to be defective and shall be removed and replaced at the Contractor's expense.

9. When stored materials and equipment are moved from the storage location to the Site, the Contractor shall move or cause to be moved the items without additional compensation.

1.09 SPARE PARTS, SPECIAL TOOLS, AND SUPPLIES

A. Not Used

1.10 WARRANTY

A. Not Used

PART 2 PRODUCTS

2.01 MANUFACTURERS

A. Not Used

2.02 MATERIALS / EQUIPMENT

A. Not Used

2.03 FABRICATION / ASSEMBLING / FINISHES

A. Not Used

2.04 SOURCE QUALITY CONTROL / SHOP TESTS

A. Not Used

PART 3 EXECUTION

3.01 EXAMINATION / PREPARATION

A. Not Used

3.02 IMPLEMENTATION

A. Not Used

3.03 FIELD TESTING / QUALITY CONTROL

A. Not Used

3.04 STARTUP / DEMONSTRATION

A. Not Used

3.05 ADJUSTING / PROTECTION / CLEANUP

A. Not Used

END OF SECTION

SECTION 01 71 30 – PROTECTION AND RESTORATION OF STRUCTURES
CONTRACT PS-318

PART 1 GENERAL

1.01 SUMMARY

A. The Contractor shall provide all labor, materials, equipment, and incidentals as shown, specified, or otherwise required to complete the protection and restoration of all structures installed at or near the site of construction.

B. The following index of this Section is presented for convenience:

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1.02 PAYMENT

A. No separate payment shall be made for performing any Work required under this Section. All costs for Work required by this Section shall be included in the applicable lump sum, unit price(s) or allowance(s) as set forth in Section 01 27 00 – Measurement and Payment.

1.03 RELATED SECTIONS

A. Section 01 27 00 – Measurement and Payment

1.04 REFERENCES

A. Not Used

1.05 DESCRIPTION

A. General Contractor Responsibilities

1. The Contractor shall execute the Work to prevent damage or injury to the existing DEP structures and occupants thereof, which might result from Work or other causes, and so as not to interfere with the use and free and safe passage to and from DEP structures and Site Work.

2. The Contractor shall erect and maintain barriers, lights, fences, and other required protective devices in accordance with the Contract Documents, the NYC Building Code, and the NYC Department of Transportation (NYCDOT) Bureau of Highway Operations Standards Specifications.

3. The Contractor shall be responsible for taking all precautions, providing all programs, and taking all actions necessary to protect the Work and all public and private property and facilities from damage, injury, loss, or vandalism.

4. In order to prevent damage, injury, or loss, the Contractor's actions shall include, but not be limited to, the following:

   a. Store apparatuses, materials, supplies, and equipment in an orderly, safe manner that will not interfere with the progress of the Work or the plant operations, utility services, or the work of any Other Contractor.

   b. Provide suitable storage facilities for all materials which are subject to injury by exposure to weather, theft, breakage, or otherwise.

   c. Place upon the Work or any part thereof only such loads as are consistent with the safety of that portion of the Work.

   d. Clean up frequently all refuse, rubbish, scrap materials, and debris caused by its operations at or adjacent to the Work Site to the end that at all times the Site of the Work shall present a safe, orderly, and workmanlike appearance.

   e. Provide barricades and guard rails around openings, for scaffolding, for temporary stairs and ramps, around excavations, elevated walkways, and other hazardous areas.

5. The Contractor shall assume full responsibility for the preservation of all public and private property or facility on or adjacent to the Site. If any direct or indirect damage is done by, or on account of, any act, omission, neglect or misconduct in the execution of the Work by the Contractor, it shall be restored at the Contractor’s expense, to a condition equal to that existing before the damage was done. The Contractor shall, at its expense, provide suitable drainage and erect such temporary structures as are necessary to protect the Work or materials from damage. The suspension of the Work or the granting of an extension of time from any cause whatever shall not relieve the Contractor of the responsibility for the Work and materials.

6. Whenever any notice is required to be given by DEP or the Contractor to any adjacent or adjoining landowner or other party before commencement of any Work, such notice shall be given by the Contractor within the time limitations required for such notices.

7. All structures and appurtenances shall be adequately supported and safeguarded against all damage or injury in performance of Work under this Contract. The Contractor will be held responsible for any such damage or injury resulting from his or her operations and shall repair such damage immediately and to the satisfaction of the Engineer.

8. The Contractor shall ascertain the location of underground pipe lines, conduits, and other subsurface structures in those locations where the operation of his or her heavy construction equipment might damage such structures. The Contractor shall either avoid such locations or provide the necessary safeguards and repair any damage quickly at the Contractor's expense.

9. The Contractor shall comply promptly with such safety regulations as may be prescribed by the Engineer or the local authorities having jurisdiction and shall, when so directed, properly correct any unsafe conditions created by, or unsafe practices on the part of his or her employees. In the event of the Contractor's failure to comply, the Engineer may take the necessary measures to correct the conditions or practices complained of, and all costs thereof will be deducted from any monies due the Contractor. Failure of the Engineer to direct the correction of unsafe conditions or practices shall not relieve the Contractor of his responsibility hereunder.

10. Prior to commencement of Work in the vicinity of property adjacent to the Work Site, the Contractor, at his or her own expense, shall take such surveys as may be necessary to establish the existing condition of the property.

B. Protection of Existing Structures and Utilities

1. The term existing utilities shall be deemed to refer to both publicly-owned and privately-owned utilities such as, but not limited to, electric power and lighting, telephone, water, gas, storm drains, process lines, sewers, and all appurtenant structures.

2. Where existing utilities and structures are indicated on the Contract Drawings, it shall be understood that all of the existing utilities and structures affecting the Work may not be shown and that the locations of those shown are approximate only. It shall be the responsibility of the Contractor to ascertain the actual extent and exact location of existing utilities and structures. In every instance, the Contractor shall notify the proper authority having jurisdiction and obtain all necessary directions and approvals before performing any work in the vicinity of existing utilities.

3. The Work shall be carried out in a manner to prevent disruption of existing services and to avoid damage to the existing utilities. Temporary

connections shall be provided, as required, to ensure no interruption of existing services. Any damage resulting from the Work of this Contract shall be promptly repaired by the Contractor at the Contractor's expense in a manner approved by the Engineer and further subject to the requirements of any authority having jurisdiction. Where it is required by the authority having jurisdiction that they perform their own repairs or have them done by others, the Contractor shall be responsible for all costs thereof.

4. Where excavations by the Contractor require any utility lines or appurtenant structures to be temporarily supported and otherwise protected during the construction Work, such support and protection shall be provided by the Contractor. All such Work shall be performed in a manner satisfactory to the Engineer and the respective authority having jurisdiction over such Work. In the event the Contractor fails to provide proper support or protection to any existing utility, the Engineer may, at this discretion, have the respective authority to provide such support or protection as may be necessary to ensure the safety of such utility, and the costs of such measures shall be paid by the Contractor.

5. During the progress of the Work, the Contractor shall protect from injury any existing utilities or services within the Work area until, if required, they have been re-routed, disconnected, or capped off. Protection and re-routing shall conform to standards established by the utilities, agencies, and governing codes.

C. Underground Structures

1. Underground structures are defined to include, but not be limited to, all sewer, water, gas and other piping, and manholes, chambers, electrical and signal conduits, tunnels, and other existing subsurface infrastructure located within or adjacent to the Work area.

2. Underground structures known to the Engineer are shown for the assistance of the Contractor in accordance with the best information available, but are not guaranteed to be correct or complete.

3. The Contractor shall explore ahead of the trenching and excavation Work and shall uncover all obstructing underground structures sufficiently to determine their location, to prevent damage to them and to prevent interruption to the services which such structures provide. If the Contractor damages an underground structure, he or she shall quickly restore it to original condition at his or her own expense.

4. Necessary changes in the location of the Work may be made by the Engineer, to avoid unanticipated underground structures.

5. If the Contractor discovers utility facilities not identified in the Contract Documents or in a position different from that shown in the Contract Documents, he or she shall immediately notify the Engineer and the owner of the utility facility, in writing.

D. Surface Structures:

1. Surface structures are defined as all existing buildings, structures, and other facilities above the ground surface. Included with such structures are their foundations or any extension below the surface.

2. Surface structures include, but are not limited to, buildings, tanks, walls, bridges, roads, dams, channels, open drainage, piping, poles, wires, posts, signs, markers, curbs, walks, and all other facilities that are visible above the ground surface.

E. Protection of Underground and Surface Structures

1. The Contractor shall sustain in their places and protect from direct or indirect injury all underground and surface structures located within or adjacent to the limits of the Work. Such sustaining and supporting shall be done carefully and as required by the party owning or controlling such structure. Before proceeding with the Work of sustaining and supporting such structure, the Contractor shall satisfy the Engineer that the methods and procedures to be used have been approved by the owner of the structure.

2. The Contractor shall be responsible for all damage and expense for direct or indirect injury caused to any structure by the Work. The Contractor shall repair immediately all damage caused by the Work, to the satisfaction of the owner of the damaged structure.

3. The fact that any structure or facility is not shown on the Contract Drawings shall not relieve the Contractor of the responsibility of protecting and preserving the structure or facility.

4. All other existing surface facilities, including but not limited to, guard rails, posts, guard cables signs, poles, markers, and curbs which are temporarily removed to facilitate installation of the Work shall be replaced and restored to their original condition at the Contractor's expense once the protective and relocation Work is no longer needed.

F. Restoration of Pavements

1. Restoration of pavements shall be made in conformity with the requirements of the Contract Documents and the respective Authorities Having Jurisdiction (AHJ). The bidders shall acquaint themselves with such requirements before submitting their bids. The Contractor shall give the AHJ four weeks written advance notice before proceeding with final restoration pavements, walks and curbs.

G. Coordination and Relocation of Street Utilities

1. Coordination and relocation of street utilities with utility companies shall be done in conformance with the Contract Documents and all applicable laws and regulations.

1.06 QUALITY ASSURANCE

A. Requirements of Regulatory Agencies

1. The Contractor shall comply with NYS Industrial Code Rule 753.

2. DEP shall not be liable for any costs incurred by the Contractors as a result of the compliance, non-compliance, or improper compliance of any regulations.

3. DEP shall not be liable for any costs incurred by the Contractors for the support, protection, and maintenance of underground facilities owned by franchised operators of such facilities.

1.07 SUBMITTALS

A. For any existing structure that is to be relocated or restored, the Contractor shall submit for approval a relocation plan including plan and profile with information related to the existing and final condition of the structure with fittings, appurtenances, thrush blocks, restraints, and any applicable supports, signed and sealed by a Professional Engineer licensed and registered in the State of New York.

B. During the progress of Work, the Contractor shall keep an up-to-date set of the Protection and Restoration Drawings showing field and working drawings modifications. Immediately upon completion of Work, the Contractor shall provide As-built Drawings showing the actual Work performed under this Section as specified in the Contract Documents. Restoration Drawings shall include all necessary plans, sections and details, with all reference dimensions and elevations required for complete As-built Drawings of the Work.

1.08 DELIVERY, STORAGE, AND HANDLING

A. Not Used

1.09 SPARE PARTS, SPECIAL TOOLS, AND SUPPLIES

A. Not Used

1.10 WARRANTY

A. Not Used

PART 2 PRODUCTS

2.01 MANUFACTURERS

A. Not Used

2.02 MATERIALS / EQUIPMENT

A. Not Used

2.03 FABRICATION / ASSEMBLING / FINISHES

A. Not Used

2.04 SOURCE QUALITY CONTROL / SHOP TESTS

A. Not Used

PART 3 EXECUTION

3.01 EXAMINATION / PREPARATION

A. Not Used

3.02 IMPLEMENTATION

A. Not Used

3.03 FIELD TESTING / QUALITY CONTROL

A. Not Used

3.04 STARTUP / DEMONSTRATION

A. Not Used

3.05 ADJUSTING / PROTECTION / CLEANUP

A. Not Used

END OF SECTION

NO TEXT ON THIS PAGE

SECTION 01 71 50 – GENERAL CONSTRUCTION REQUIREMENTS
CONTRACT PS-318

PART 1 GENERAL

1.01 SUMMARY

A. Section includes:

1. Seismic requirements
2. General mechanical requirements
3. Diagrammatic drawings
4. Ratings approximate
5. Schematic wiring diagrams
6. Electrical supply characteristics
7. Special electrical equipment requirements
8. Uniform finishes
9. Temporary support structures

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1.02 PAYMENT

A. No separate payment shall be made for performing any Work required under this Section. All costs for Work required by this Section shall be included in the applicable lump sum, unit price(s) or allowance(s) as set forth in Section 01 27 00 – Measurement and Payment.

1.03 RELATED SECTIONS

A. Not Used

1.04 REFERENCES

A. Not Used

1.05 DESCRIPTION

A. Seismic Requirements

1. The Contractor is advised that all proposed structures, non-building structures, and architectural, mechanical, and non-structural electrical components and systems, including associated equipment and appurtenances furnished and installed on this Project, shall be subject to the requirements of the most current New York City Construction Code in conjunction with the most current seismic provisions of the International Building Code (IBC) and referenced ASCE /SEI 7-10 for earthquake loadings. In designing and detailing non-building, architectural, mechanical, and electrical non-structural components and systems required to be furnished as performance type submissions, seismic forces and subsequent details shall be developed in accordance with the New York City Construction Code, Chapter 16 and the applicable chapters in ASCE 7-10 to the extent that the most stringent provisions are utilized in developing the design earthquake forces. The Contractor shall refer to the structural notes on the Structural Drawings for Site, structure, and non-building systems specific seismic design criteria. All calculations, seismic certifications, and construction details performed and developed as part of the requirements of performance type Submissions shall be prepared and sealed by a Professional Engineer (PE) licensed to practice in the State of New York.

2. Shop Drawings shall indicate that the equipment, equipment pads, piping, piping hangers and supports, and all anchors required for a complete installation are capable of withstanding the seismic loadings.

B. General Mechanical Requirements

1. Where piping and ducts run in areas which have hung ceilings, such piping and ducts shall be installed in the hung ceilings.

2. The Contract Drawings are in part diagrammatic and show the general arrangement of the equipment, ducts, and piping included in the Contract and the approximate size and locations of the equipment. The Contractor shall follow these Drawings in laying out the Work and shall familiarize

itself with all conditions affecting the Work and the spaces in which it will be installed.

3. Connections to existing piping shall be made to permit ready disconnection of equipment with minimum disturbance of adjoining piping and equipment. The Contractor shall be responsible for the exact alignment of all piping with the associated equipment and under no circumstances will pipe springing be allowed.

4. The locations of utilities, equipment, piping, gates, outlets, and similar underground systems as shown on the Contract Drawings are approximate only, and the exact locations shall be approved by the Engineer during construction. The Contractor shall obtain in the field all information of the actual Work and final locations required for the placing of this Work. In case of interferences with other work or erroneous location with respect to utilities, equipment, or structures, the Contractor shall furnish all labor, materials and equipment, at no additional costs to the City, to complete the Work in an approved and acceptable manner.

5. The Contractor shall take necessary field measurements to determine clearances and required sizes of equipment. The Contractor shall verify all pertinent data and dimensions. Dimensions and elevations of existing structures, equipment, and piping shown on the Contract Drawings are not necessarily correct and should be considered approximate only as they are based on as-built information from past contracts. Field checking of such dimensions and elevations is necessary before submitting Shop Drawings for approval.

6. Until the date of Substantial Completion (or use and occupancy in accordance with Article 16 of the Standard Construction Contract), equipment shall be protected from water drippings or splashings at all times during shipment, storage and construction, by covering with waterproof material, effectively arranged. The Engineer will be the sole judge of whether equipment which has been subjected to damage by water shall be replaced or dried out. Equipment that is to be dried out shall be subject to confirmation of insulation integrity by dielectric testing. Equipment replacement or drying-out shall be at the Contractor's expense.

C. Diagrammatic Drawings

1. Various pipelines are shown on the Contract Drawings in diagram form. Where such pipelines are shown in diagram form, they shall be arranged clear of other pipelines, equipment and walking areas, and shall be accessible for maintenance. Such pipelines shall be fitted and installed in a neat and workmanlike manner in accordance with approved shop drawings. An adequate number of unions shall be provided in main pipe and branch pipe runs to facilitate dismantling or removal of pipeline sections without disturbing adjacent branch or connecting lines.

2. The final locations of valves, fittings, and other such appurtenances included as a part of diagramed pipelines shall be as shown on approved Shop Drawings or as determined in the field by the Engineer.

3. Diagramed pipelines shall be furnished, fabricated, erected, and otherwise installed to lines, elevations, locations, and dimensions as shown, specified or required for a complete installation. The Contractor shall verify all dimensions shown on the Contract Drawings and shall take such field dimensions as may be necessary to properly show on Shop Drawings and install all diagramed pipelines.

4. In the vicinity of overhead roll-up doors and truck ways all pipe, conduit and appurtenances shall be installed a minimum of 14'-0" above the finished grade or floor elevation, and a minimum of 8'-0" above the finished grade or floor elevation in all walking areas.

5. Electrical conduits and wiring shown on the Contract Drawings are in part diagrammatic to show the general arrangement and routing of conduits and wiring and the approximate size and location of devices included in the Contract. The Contractor shall follow the intent of these drawings in laying out the Work and shall verify the spaces allocated in which the Work will be installed.

D. Ratings Approximate

1. The ratings of the motors and devices shown on the Contract Drawings and Specifications are approximate only and indicate the probable power requirements to the extent they can be determined in advance of the purchase of devices. The ratings of the devices furnished may be either increased or decreased accordingly.

2. The Contractor shall verify the exact rating of each device before performing the Work required under his Contract and modify the size of conduit, wiring, and control equipment accordingly.

E. Schematic Wiring Diagrams

1. Equipment furnished under the various Specifications will require interconnecting wiring. The Contractor's Shop Drawings, furnished in accordance with the Specifications, shall include comprehensive schematic diagrams showing wiring of each individual piece of equipment and all interconnecting wiring. Shop Drawings shall be submitted for approval of the Engineer prior to commencement of Work.

F. Electrical Supply Characteristics

1. The characteristics of the Electrical Systems available or to be provided for the operation of all electrical equipment are shown in the Contract Documents.

G. Special Electrical Equipment Requirements

1. All electrical equipment and devices manufactured and furnished under this Contract shall be of type that have been in satisfactory operation for not less than three years. Whenever similar devices or appliances are furnished, they shall be of one manufacturer and interchangeable within their ratings. If this is not feasible, the Contractor shall submit a statement for each manufacturer supplying devices, certifying that it:

    a. recommends the use of the device or devices for the specific function to be performed; and

    b. fully guarantees the satisfactory operation of the device or devices in conjunction with the other elements of the equipment.

2. Whenever standard devices or devices of a named manufacturer do not exactly fulfill the specified conditions, they shall be modified or special devices shall be furnished. All electrical devices furnished under the Contract shall be housed in metal enclosures with provisions for threaded conduit connections. The enclosures shall be designed to protect all electrical parts from local conditions.

3. Float switches, limit switches and other mechanically actuated electrical devices shall consist of an approved electrical system housed in rugged metal enclosures. They shall be adjustable without disturbing conduit connections. The switch actuating mechanism shall be mechanically and structurally correct for the required service and shall not subject the electrical parts to unnecessary stress or mechanical shock. Operating shafts shall be bushed and stuffed in dust tight cases.

4. The Contractor shall, unless otherwise directed, furnish and assemble all special lamps, indicating lamps, annunciator lamps and pilot lamps with all accessories.

5. Electrical equipment shall have a power factor of not less than 85% under rated load conditions. Electrical equipment with a power factor less than 85% shall be corrected to at least 85% under rated load conditions. Installed power factor corrective devices shall be switched with utilization equipment.

6. Wire terminals on manufactured assemblies such as switchboards, bench boards, control panels, alarm boards, and motor control equipment shall consist of cup terminals, pronged washers, compression type solderless connectors or pressure type terminals furnished on devices.

7. All control and indication wires within motor control centers and other panels and cabinets shall be terminated on terminal blocks provided with marking strips for wire designation. The manufacturer shall identify all wires on the marking strips. All field wires will be terminated and identified by the Contractor.

8. Provision shall be made for wire and cables installed at the plant Site to be terminated by the Contractor with approved solderless copper alloy lugs. Lugs may be of the compression type, clamp type or screw type with internal pressure bar, or may be pressure tool applied solderless connectors. Pressure tool applied solderless connectors for wires 250 MCM or larger shall have long barrels to allow double indentation.

9. The Contractor shall consult with the manufacturer or its representative to ensure that the electrical items will have a shelf life of at least ten (10) years. Polychlorinated biphenyls (PCBs) shall not be used in any equipment on this Project. Manufacturers shall have maintenance facilities in the New York City metropolitan area.

    a. Nameplates and warning signs shall be provided. Nameplates shall be 1/16 inch thick laminated plastic, white with a black core for black engraved lettering, and shall have beveled edges. They shall be provided for all controls on all power control panels and cabinets, lighting cabinets and operating devices, marked and positioned on the front panel as approved by the Engineer. Mounting shall be by stainless steel screws through predrilled nameplate holes, one at each end of the plate. The Contractor shall provide, as required or as directed, all warning signs required for the safe operation of the equipment. Such warning signs shall be of substantial material, porcelain enameled, of suitable thickness and as approved by the Engineer. All components within electrical control panels, switchgear and assemblies shall be identified with engraved stainless steel tags rigidly mounted at or near the respective device.

H. Uniform Finishes

1. A uniform finish shall be used for all hardware, metallic nameplates and similar exposed metal parts used on any equipment or group of equipment and, as far as possible, the same finish shall be used for all such equipment items.

I. Temporary Support Structures

1. The Contract Documents include suggested design and construction requirements for the temporary support structures. The Contractor may submit an alternate design of any temporary support structure for approval by the Engineer. The Engineer may accept or reject the alternate design if the structure is not considered temporary or if it may impose instability to the adjacent existing structure due to lateral and vertical movements. The alternate design of the temporary support shall be performed, signed and sealed by a Professional Engineer registered in the State of New York who is qualified to determine the extent of work necessary to satisfy the temporary support requirements.

1.06 QUALITY ASSURANCE

A. Not Used

1.07 SUBMITTALS

A. Not Used

1.08 DELIVERY, STORAGE, AND HANDLING

A. Not Used

1.09 SPARE PARTS, SPECIAL TOOLS, AND SUPPLIES

A. Not Used

1.10 WARRANTY

A. Not Used

PART 2 PRODUCTS

2.01 MANUFACTURERS

A. Not Used

2.02 MATERIALS / EQUIPMENT

A. Not Used

2.03 FABRICATION / ASSEMBLING / FINISHES

A. Not Used

2.04 SOURCE QUALITY CONTROL / SHOP TESTS

A. Not Used

PART 3 EXECUTION

3.01 EXAMINATION / PREPARATION

A. Not Used

3.02 IMPLEMENTATION

A. Not Used

3.03 FIELD TESTING / QUALITY CONTROL

A. Not Used

3.04 STARTUP / DEMONSTRATION

A. Not Used

3.05 ADJUSTING / PROTECTION / CLEANUP

A. Not Used

END OF SECTION

SECTION 01 73 12 – MAINTENANCE OF OPERATIONS AND CONSTRUCTION STAGING
CONTRACT PS-318

PART 1 GENERAL

1.01 SUMMARY

A. Maintenance of Site operations

B. General criteria and restrictions

C. Construction staging

D. The following index of this Section is presented for convenience:

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1.02 PAYMENT

A. No separate payment shall be made for performing any Work required under this Section. All costs for Work required by this Section shall be included in the applicable lump sum, unit price(s) or allowance(s) as set forth in Section 01 27 00 – Measurement and Payment.

1.03 RELATED SECTIONS

A. Section 01 14 00 – Work Restrictions

B. Section 01 32 10 – Progress Scheduling

C. Section 01 35 55 – Site Security Procedures

D. Section 01 56 00 – Temporary Barriers and Enclosures

E. Section 01 57 00 – Temporary Controls

1.04 REFERENCES

A. Not Used

1.05 DESCRIPTION

A. Maintenance of Site Operations

1. The Contractor shall perform hte Work in a manner such that the DEP can keep the Paerdegat Pumping Station, existing sewers, and force main in continuous dependable operation until the Interim Pump Station (IPS) has completed start-up and the initial operating period and until the new pump station has completed start-up and the initial operating period. Upon completion of start-up and the initial operating period of an IPS, Contractor shall provide continuous and dependable operation of the IPS until the associated new pumping station has completed start-up and the initial operating period at no extra cost to the City. Refer to Section 01 51 50 - Interim Pumping System for additional requirements.

2. Any temporary work that may be required to maintain the pumping station in operation shall be furnished by the Contractor at the direction of the Engineer at no extra cost to the City.

3. Any equipment or systems repair resulting from the Work that may be required during the construction to maintain the pumping station in operation shall be furnished by the Contractor at the direction of the Engineer at no extra cost to the City.

4. The Contractor shall not disrupt continuous pumping station operation prior to completion and acceptance of interim pumping systems. Shutdown of any such facilities for specific periods of time to connect new facilities into existing facilities or to repair, relocate, support or shift the existing facilities shall be approved by the Engineer prior to commencing Work.

5. During construction when performing work requires a full shutdown of service for the pump station or influent sewer, the IPS shall be capable of handling the current peak instantaneous wet weather flow of 57 MGD for the full duration of the shutdown.

6. The Contractor shall keep the Engineer and designated representative of the facility/Site informed of any Work that may interfere with normal operations. The Engineer and the facility/site representative must receive a written request at least 15 days in advance of proposed work.

a. The CPM schedule maintained by the Contractor under Section 01 32 10 – Progress Scheduling shall not serve as prior notice. No work shall proceed prior to the written approval of DEP.

7. Unless otherwise permitted by the facility/Site representative, no existing valves or equipment shall be operated by the Contractor.

8. The employees of the Contractor or its Subcontractors may be prohibited from entering or using some areas of the Site/facility.

9. The Contractor has the option of providing alternate temporary facilities, provided the Work is performed without additional cost to the City and that all interim pumping requirements and provisions of these Contract Documents are fulfilled.

B. General Criteria and Restrictions

1. The following general criteria and restrictions shall apply to the Work except where otherwise noted in the Contract:

a. Comply with Section 01 14 00 – Work Restrictions.

b. When the connection of a new pipeline to an existing structure or pipeline requires a shutdown of the existing structure or pipeline, the new pipeline except for the final connection shall be tested prior to proceeding with the shutdown. When the final connection is completed, the new pipeline shall be tested again in its entirety.

c. The Contractor shall provide all equipment such as pumps, piping, valves, etc., as necessary to dewater all conduits, channels, and pipes directly to a location approved by the Engineer.

d. The Contractor shall provide all equipment such as pumps, piping, valves, etc., as necessary, to remove solids and debris from all pipes after they have been removed from services.

e. The Contractor shall flush and clean all process channels, conduits, manholes, and structures after they have been removed from service.

f. Any modification to, relocation of, connection to or shutdown of an existing structure (wet well), manhole, conduit, channel, pipe, etc. shall not be scheduled or occur prior to the Engineer's written approval. The Contractor is advised that the wet well, conduits, manholes and pipe may contain accumulations of putrescible materials which will remain on the walls and inverts. These materials emit noxious, odorous and hazardous gases such as hydrogen sulfide and methane. The Contractor is advised to ventilate and test the air of all confined spaces prior to entry.

g. The Contractor is advised that existing valves, gates and other devices shall be considered as inoperable and subject to leaking.

The Contractor shall be responsible for designing, furnishing, installing and removing all temporary devices, stop logs, plugs or bulkheads necessary to isolate or dewater pipes, manholes, wet well, channels, conduits, or tanks to perform the Work.

h. The Contractors shall install and maintain temporary drainage and containment, to the satisfaction of the Engineer, where the existing drainage and containment has been removed due to construction progress until the permanent replacement drainage and containment system has been installed.

i. The Contractor shall coordinate its activities with the other contractors or utilities on the site so as to comply with the provisions of these specifications and their intent.

2. The following general restrictions shall be applied to all equipment and appurtenant utility systems:

a. The restrictions provided herein serve to maintain the existing Site facilities in continuous operation and to coordinate with other construction activities at the Site in accordance with the requirements of the authorities having jurisdiction.

b. Existing fire suppression piping at / near Work Sites shall be operational at all times until replaced.

c. Plumbing Facilities: All building plumbing systems such as sanitary facilities, roof and floor drains, pumping, etc., shall be maintained until turned over by site operations for demolition.

d. Storm Drainage: Storm drainage on the site shall be operational at all times. If necessary, the Contractor shall pump between manholes during the installation of new piping or underground utilities. Roof drainage shall be maintained at all times and no roof shall be permitted to accumulate standing water.

e. All site drainage flows shall not be interrupted.

f. Power, Light and Communication Systems: Electric power, lighting service, security camera systems and communications systems shall be maintained in uninterrupted operation in all areas that remain in operation. Individual units may be disconnected as required for replacement or relocation.

1) The Contractor shall be responsible for providing and maintaining emergency standby diesel fuel generator for the duration of construction. In the event of power loss, the Contractor shall operate the generator.

g. Sump Pumps and Sumps: All existing sumps shall be maintained in an operable condition with either existing pumps or temporary pumps. Interim piping, power and controls shall be provided as required.

h. Drainage Pipes and Conduits:

1) Unless otherwise specified, the contents of all pipes, conduits, pits or other liquid containing structures shall be transferred to a location approved by the Engineer using hoses, piping or pumps if hydraulic conditions so require them. The Contractor, whose work requires the draining, shall provide the pumps, piping and hoses.

2) If a drain is not available on the pipe to be drained, then a wet tap shall be made using a tapping saddle and valve. No uncontrolled spillage of a pipe's contents shall be allowed, nor shall a pipe's contents be discharged to a sump.

3) Any spillage shall be immediately washed down and the floor drains, sumps and sump pump discharge piping flushed out to prevent clogging and odors.

i. All temporary piping installed above frostline shall be insulated and heat traced.

j. Temporary Partitions and Enclosures: The contractors shall provide temporary partitions and enclosures as required by the contract documents where necessary to maintain dust-free, heated and ventilated spaces in areas which are adjacent to his work and which must be kept operational by Site operations personnel.

k. Seal Water and Service Water Piping: A supply of seal and service water and the necessary connections to existing equipment shall be maintained during construction. Interim piping shall be provided as required.

3. The following requirements shall be adhered to in development of the circulation plan to be submitted in accordance with the provisions of this Section.

a. Comply with, at a minimum, all requirements of the following:

1) Section 01 14 00 – Work Restrictions,

2) Section 01 32 10 – Progress Scheduling,

3) Section 01 35 55 – Site Security,

4) Section 01 51 30 – Temporary Electrical System,

5) Section 01 51 50 – Interim Pumping Systems

6) Section 01 55 26 – Traffic Control

7) Section 01 56 00 – Temporary Barriers and Enclosures, and

8) Section 01 57 00 – Temporary Controls.

b. Construction-related vehicles and activities shall not impede or otherwise adversely affect the flow of regular traffic traveling on the roads leading to and adjacent to the Work location without documented permission from NYCDOT.

1) Construction-related vehicles and activities shall be understood as including vehicles operated and activities undertaken by the Contractor (including the Contractor's employees, Subcontractors, and visitors). Regular traffic shall be understood as referring to all vehicles other than construction-related vehicles.

2) Personal vehicles are prohibited on site.

c. Perform the Work required in this Contract in accordance with applicable traffic and safety rules, regulations, ordinances, and permit conditions.

d. Sections of roadway being worked shall only be returned to DEP access after both the permanent (4) foot high fall protection fence, box beam and vehicle guide rails have been installed. The Contractor is responsible for safety in sections of roadway closed for roadwork. For temporary fall protection requirements, refer to Section 01 56 00 – Temporary Barriers and Enclosures. Maximum fence section removal shall be as determined by the Resident Engineer.

e. Protect all open excavations per Section 01 56 00 – Temporary Barriers and Enclosures and, if required, cover open excavations with steel plates after working hours.

4. Any temporary work that may be needed to maintain the Site facilities in operation, and that is made necessary by the requirements of the Contract or by the Contractor's activities, shall be provided by the Contractor as specified under the Contract Documents or at the direction of the Engineer at no extra cost to DEP.

5. The Contractor shall not remove any items from service without written permission from DEP. Upon receiving written approval from the City, the Contractor shall proceed with the Work and shall proceed continuously until the Work is completed, tested, and made ready for operation.

6. The Contractor shall maintain sewer flow around the Work area in a manner that will not cause surcharging of sewers, damage to sewers, and that will

protect public and private properties from damage and flooding. Any sewer overflow that occurs due to a failure in the diversion system shall be the responsibility of the Contractor. Any penalties issued to the DEP by the NYSDEC will be reimbursed to the DEP by the Contractor.

7. In the event of an overflow or a spill, the Contractor shall take action to contain and stop overflow, clean up the spillage, disinfect the area affected by the spill and notify the DEP, at no additional cost to the City.

C. Construction Staging

1. The Work included under this Contract, shall be performed in accordance with the Contract Documents. Further, the Contractor shall submit a comprehensive work schedule to the Engineer to demonstrate that it shall rigidly adhere to these requirements.

2. Construction staging shall be performed in accordance with the Contract Drawings with minimum obstruction to pedestrian traffic navigating the sidewalks and crosswalks.

D. Construction Sequencing:

1. A construction sequence shall be prepared by the means and methods of the Contractor. Precautions must be taken when determining this progression. The pumping station shall be capable of discharging all incoming flows through the construction phase, and construction activities shall not interrupt these capabilities. The construction sequenced used may correspond to the following suggested steps:

   a. Remove, relocate or replace local utilizes including but not limited to sewers, telephone lines, existing service water and manholes as needed. Install above ground 42” temporary discharge header, piping, and connect to terminating sewer.

   b. Isolate Avenue M diversion chamber using diversion chamber stop logs. Install the Interim Pumping System (IPS) into the diversion chamber and connect to temporary discharge header. Confirm proper operation of the IPS. Divert flow to the diversion chamber by isolating wet well and removing stop logs from diversion chamber inlet. Demolish existing pumping station and systems. Install and commission new pumps, piping, electrical and appurtenances.

   c. Isolate Avenue M diversion chamber from the Paerdegat pumping station wet well using the diversion chamber stop logs and direct incoming flows to the wet well. Remove the IPS from service. Demolish temporary above ground piping, and temporary electrical equipment. Install new access hatches.

1.06 QUALITY ASSURANCE

A. Not Used

1.07 SUBMITTALS

A. Not Used

1.08 DELIVERY, STORAGE, AND HANDLING

A. Not Used

1.09 SPARE PARTS, SPECIAL TOOLS, AND SUPPLIES

A. Not Used

1.10 WARRANTY

A. Not Used

PART 2 PRODUCTS

2.01 MANUFACTURERS

A. Not Used

2.02 MATERIALS / EQUIPMENT

A. Not Used

2.03 FABRICATION / ASSEMBLING / FINISHES

A. Not Used

2.04 SOURCE QUALITY CONTROL / SHOP TESTS

A. Not Used

PART 3 EXECUTION

3.01 EXAMINATION / PREPARATION

A. Not Used

3.02 IMPLEMENTATION

A. Not Used

3.03 FIELD TESTING / QUALITY CONTROL

A. Not Used

3.04 STARTUP / DEMONSTRATION

A. Not Used

3.05 ADJUSTING / PROTECTION / CLEANUP

A. Not Used

END OF SECTION

NO TEXT ON THIS PAGE

SECTION 01 73 17 – INSTALLATION OF EQUIPMENT
CONTRACT PS-318

PART 1 GENERAL

1.01 SUMMARY

A. Contractor shall provide all labor, materials, equipment, incidentals, and appurtenances as shown, specified, and required, to install equipment.

B. The following index of this Section is presented for convenience:

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1.02 PAYMENT

A. No separate payment shall be made for performing any Work required under this Section. All costs for Work required by this Section shall be included in the applicable lump sum, unit price(s) or allowance(s) as set forth in Section 01 27 00 – Measurement and Payment.

1.03 RELATED SECTIONS

A. Not Used

1.04 REFERENCES

A. Not Used

1.05 DESCRIPTION

A. General:

1. This Section includes the following:

a. Concrete foundations, bases, dowels and anchor bolts.

b. Sleeves, recesses, openings, chases and related concrete installation items.

c. Supervision by manufacturers' representatives.

d. Workmanship.

e. Clearance and safeguards.

f. Alignment and leveling.

g. Cutting and patching.

h. Lubrication.

i. Maintenance of installed equipment.

j. Protection of installed equipment.

2. The Contractor shall have adequate resources on Site, including labor, materials, construction tools and equipment, to successfully perform the Work.

3. The Contractor shall be responsible for locating, aligning and leveling all equipment and shall employ a surveyor licensed in the State of New York to set all lines and levels of equipment to the accuracies specified in the Contract Documents.

4. Manufacturer's complete and official installation instructions, including permissible tolerances, shall be furnished in duplicate with each unit of equipment or set of identical units.

5. All equipment shall be installed in accordance with the approved Shop Drawings (including manufacturer's specifications, drawings, and tolerances) and under the direct supervision of the required manufacturer's representative. In no instance shall the directions of the manufacturer's representative contravene the Engineer's direction.

6. Equipment shall be erected in a neat and workmanlike manner on the foundations at the locations and elevations shown on the approved shop drawings unless directed otherwise by the Engineer during installation.

7. As a condition precedent to the acceptance of equipment installed and operating, the Contractor shall provide the Engineer with written certification, obtained from each company manufacturing equipment for the Work that the equipment is installed and does operate in accordance with the Contract Documents and manufacturer's recommendations.

B. Concrete Foundations, Bases, Dowels and Anchor Bolts:

1. The Contractor shall provide all reinforced concrete foundations, bases, dowels, and anchor bolts for all equipment and piping furnished under this Contract.

a. All reinforced concrete bases and supports shall be steel reinforced and dowelled to floor slabs. Where possible, dowels shall be in place before new floor slab concrete is placed.

2. Where not explicitly stated in the Contract Documents, the Contractor shall utilize foundation bolt drawings or templates for the installation of equipment requiring concrete bases.

3. Dowelling into existing work shall be provided under this Contract.

a. Anchor bolts penetrating into existing reinforced concrete work shall be drilled in place, shall be of the expansion type, and shall have sufficient length and configuration to resist the imposed loadings when installed in accordance with the Contract Documents, the manufacturer's recommendations, and as approved by the Engineer. Dowels and anchor bolts in existing concrete shall be installed using a bonding agent approved by the Engineer.

b. All concrete bases for equipment shall be treated with an approved sealer to prevent oil and grease from seeping into the concrete.

4. Installation of reinforced concrete bases and the installation of dowels and anchor bolts into existing and new reinforced concrete work shall be in accordance with the Contract Documents and the manufacturer's recommendations and shall be subject to the approval of the Engineer.

C. Sleeves, Recesses, Openings, Chases and Related Concrete Installation Items:

1. The Contractor shall make provisions as shown on the Contract Drawings, specified, and/or otherwise required for sleeves, recesses, openings, chases, and related items, for installation of the equipment and materials

2. When the Contract requires the placing of conduits, saddles, boxes, cabinets, sleeves, inserts, foundation bolts, anchors and other similar work in floors or walls of buildings and structures, they shall be promptly installed in conformity with the Contract Documents. The Contractor shall arrange the work in strict conformity with the approved construction schedule and avoid interferences with the work of other contractors.

1.06 QUALITY ASSURANCE

A. Not Used

1.07 SUBMITTALS

A. Not Used

1.08 DELIVERY, STORAGE, AND HANDLING

A. Not Used

1.09 SPARE PARTS, SPECIAL TOOLS, AND SUPPLIES

A. Not Used

1.10 WARRANTY

A. Not Used

PART 2 PRODUCTS

2.01 MANUFACTURERS

A. Not Used

2.02 MATERIALS / EQUIPMENT

A. Not Used

2.03 FABRICATION / ASSEMBLING / FINISHES

A. Not Used

2.04 SOURCE QUALITY CONTROL / SHOP TESTS

A. Not Used

PART 3 EXECUTION

3.01 EXAMINATION / PREPARATION

A. Concrete foundations for equipment shall be of approved design and shall be adequate in size, suitable for the equipment erected thereon, properly reinforced, and tied into floor slabs by means of reinforcing bars or dowels. Foundation bolts of ample size and strength shall be provided and properly positioned by means of suitable templates and secured during placement of concrete. Foundations shall be built and bolts installed in accordance with the manufacturers approved drawings.

B. Before mounting equipment on a foundation, the Contractor shall clean the top surface; if necessary, rough it with a star chisel and clean again; and clean out all foundation bolt sleeves.

1. The Contractor shall provide a sufficient number of shims about two (2) inches wide and four (4) inches long, and of a varying thickness from ⅛ inches to ½ inch. A combination of these shims shall be placed next to each foundation bolt to bring the bottom of the bedplate or frame about 1/8 inch above the final setting. The equipment shall be lowered by changing the combination of shims. The Contractor shall use brass shim stock of various thicknesses and continue to level the equipment a little at a time and in rotation until it is at the correct elevation in both directions.

2. When the equipment is level, the Contractor shall tighten down on the foundation bolts a little at a time, in rotation, to make certain the equipment remains level and does not shift on the shims. A preliminary alignment check shall be made before grout is placed.

C. Equipment shall be set, aligned and assembled in conformance with manufacturer's instructions. Runout tolerances by dial indicator method of alignment shall be plus or minus 0.002 inches, or as directed by the manufacturer, whichever is more stringent.

D. All blocking, wedges, shims, filling pieces, or other materials required for the proper support and leveling of equipment during installation shall be furnished by the Contractor. All temporary supports shall be removed, except the shims, which may be left in place with the approval of the Engineer. Any grinding necessary to bring parts to proper bearing after erection shall be done at the expense of the Contractor.

E. Each piece of equipment or supporting base, bearing on concrete foundations, shall be bedded in grout. The Contractor shall provide a minimum of 1½ inch thick grouting under the entire base plate supporting each pump, motor drive unit, and other equipment. Grouting shall be as specified in the respective equipment specification section(s) and as approved by the Engineer.

F. When motors are shipped separately from driven equipment, the motors shall be received, stored, have insulation resistance tested once a month, and the reports submitted to the Engineer. Space heaters shall be supplied in all enclosures being utilized for storage of motors. After driven equipment is set, the motors shall be set, mounted, shimmed, mill righted, coupled and connected complete.

G. Moving parts shall be rotated a minimum of once weekly before and after installation to ensure proper lubrication and to avoid metal-to-metal welding and to prevent "flat-spotting" of bearings.

H. Anchor and expansion bolts shall be furnished by the Contractor as specified and required by the Contract Documents.

I. At threaded connections, a molybdenum disulfide anti-seize compound shall be applied to all threads in mechanical connections such as bolts, studs, cap screws, tubing, etc., unless otherwise indicated.

3.02 IMPLEMENTATION

A. Workmanship:

1. The following erection details are not intended to be all-inclusive, but only to cover some of the important practices. In all cases, only the best methods known to the trades are to be employed.

2. Only those workers qualified in the handling, setting, alignment, leveling and adjustment of the type of equipment supplied shall be employed in the Work.

3. An oil bath heater shall always be used to expand couplings, gears, etc. They shall not be forced or driven on equipment shafts, nor shall they be subjected to an open flame or torch.

4. Wedging shall not be permitted. Only the least number of flat shims are to be used in leveling equipment (shims are to be clean and free of slag). All shims, filling pieces, keys packing, red or white lead grout, or other materials necessary to properly align, level and secure apparatus in place shall be furnished by the Contractor. All parts intended to be plumb or level must be proven exactly so. Any grinding necessary to bring parts to proper bearing after erection shall be done at the expense of the Contractor.

5. Proper tools shall be used in the assembly of equipment and materials to prevent marring the surface of shafts, nuts, or other parts.

6. Connections requiring gaskets shall be tightened evenly all around to ensure uniform stress over the entire gasket area.

7. No equipment and materials shall be altered or repaired, and no burning or welding will be permitted on any parts having machined surfaces, except by written permission of the Engineer.

8. No rigging shall be done from any structure without the permission of the Engineer, and the Contractor shall be completely responsible for any damage to the structure due to its operations.

9. Only such equipment and materials that shall not damage the structure or equipment and materials shall be used on the Work.

10. The Contractor shall be responsible for the exact alignment of equipment with associated piping and, under no circumstances, will "pipe springing" be allowed.

11. Misaligned holes shall be reamed, as excessive driving of bolts or keys will not be permitted.

12. The Contractor shall furnish and install all necessary plugs in lubrication holes to prevent entry of foreign material.

B. Clearances and safeguards:

1. All devices, equipment, and systems furnished under this Contract shall be fabricated and installed so that the necessary and required clearances are provided for operation, maintenance, repair, and replacement. It is the Contractor's responsibility to review the Contract Drawings and ensure that the necessary and required clearances are available, and it is the Contractor's responsibility to notify the Engineer in the event that such clearances cannot be provided based on the Contract Documents.

2. The construction arrangement, assembly locations, and guarding of all equipment shall conform to the latest ANSI safety practices, the New York

State Industrial Code, and all standards specified in the Contract Documents.

C. Alignment and leveling:

1. All couplings shall be aligned while the equipment is free from all external loads.

2. Both angular and parallel alignment shall be checked, and the degree of misalignment shall be recorded and submitted to the Engineer.

3. Dial indicators shall be used for the checking of angular and parallel alignment. During rotation of the held couplings in performance of this test, they shall be maintained in the same relative position, and the dial indicator readings shall be taken at the same place on the circumference of the coupling.

4. Misalignment shall not exceed the manufacturer's tolerances.

D. Cutting and patching:

1. Whenever it becomes necessary to cut existing work, the location and size of cut and method of cutting shall be as approved by the Engineer and adjacent work shall not be damaged. On completion of the cutting, all affected areas shall be restored satisfactorily by qualified workers.

E. Lubrication:

1. All lubrication shall be performed by the Contractor in accordance with the lubricant specifications and directions furnished by the manufacturer.

a. If required by the manufacturer's specifications and/or instructions, the Contractor shall provide lubrication of equipment while in storage, from delivery to installation.

2. The Contractor shall furnish required lubricants for the equipment until it is accepted.

3. Lubricants shall be changed upon completion of installation and as frequently as required thereafter during the period between installation and acceptance. New lubricants shall be put into the equipment at the time of acceptance.

3.03 FIELD TESTING / QUALITY CONTROL

A. Supervision by Manufacturer's Representative: The Contractor shall provide the services of qualified technical representatives of the equipment manufacturers who shall adequately supervise, in person and on site, the installation and testing of all equipment furnished under this Contract and instruct the Contractor's personnel and DEP operating personnel on maintenance and operation of its equipment.

1. The manufacturers' representatives shall devote, at a minimum, the entire amount of time specified under the relevant Specification sections for the

equipment. Any additional time required to achieve successful installation and operation shall be at the expense of the Contractor.

2. The manufacturers' representatives shall sign in and out in a log for this purpose kept by the Engineer on every occasion they are on the Site and shall indicate time of arrival, departure, and the purpose of their visit.

3.04 STARTUP / DEMONSTRATION

A. Not Used

3.05 ADJUSTING / PROTECTION / CLEANUP

A. During the period between installation and Substantial Completion, the Contractor shall maintain all equipment in accordance with the equipment manufacturer's instructions as approved by the Engineer.

1. The Contractor shall also provide protection of installed equipment, as required, to prevent damage and remove protection devices/facilities, when no longer needed, prior to completion of Work:

a. Projections such as wall corners, jambs, sills and soffits of openings, shall be covered in areas used for traffic and for passage of products in subsequent Work.

b. Equipment for which shop finish paint is required shall be protected in the shop and during transportation and installation to prevent injury and abrasion. Such equipment shall be scheduled for installation when a building is considered enclosed and as late as possible in the construction schedule. However, maintenance of schedules may require the installation of such equipment in unheated areas and in areas where masonry Work, concrete finishing, steel erection, painting, and other Work will be in progress.

1) Shop finished Work shall be protected during and after installation by waterproof wrappings sealed to prevent condensation on surfaces. Wrappings shall be sufficient to protect surfaces from damage by drippings from masonry and painting Work, and additional covering or sheathing shall be provided to protect equipment from contact damage that might result from Work in progress in adjacent areas.

2) Prior to Substantial Completion (or use and occupancy in accordance with Article 16 of the Standard Construction Contract), wrappings and coverings shall be removed, equipment shall be cleaned, and all scratches and abrasions shall be refinished.

END OF SECTION

SECTION 01 74 17 – CLEANING AND SITE MAINTENANCE
CONTRACT PS-318

PART 1 GENERAL

1.01 SUMMARY

A. Requirements of Regulatory Agencies

B. Scheduling of Cleaning Operations

C. Cleaning Materials

D. Site Maintenance Requirements

E. Snow and Ice Removal

F. Disposal of Waste Materials

G. The following index of this Section is presented for convenience:

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1.02 PAYMENT

A. No separate payment shall be made for performing any Work required under this Section. All costs for Work required by this Section shall be included in the applicable lump sum, unit price(s) or allowance(s) as set forth in Section 01 27 00 – Measurement and Payment.

1.03 RELATED SECTIONS

A. Section 01 74 20 - Construction Waste Management

1.04 REFERENCES

A. Not Used

1.05 DESCRIPTION

A. General Requirements

1. The Contractor shall collect and dispose of all debris and rubbish resulting from its Work. Cleaning shall be performed daily and trash removal shall be performed weekly, or more frequently, as directed by the Engineer, whenever the debris or rubbish interferes with the Work under the Contract, plant operations or presents a fire hazard and as noted below.

2. Cleaning Work shall conform to the requirements of Section 01 74 20 - Construction Waste Management.

B. Requirements of Regulatory Agencies

1. In addition to the requirements specified herein, the Contractor shall maintain the cleanliness of the Work areas and surrounding premises within the Work limits so as to comply with federal, state, and local fire and safety laws, ordinances, codes and regulations.

2. The Contractor shall comply with all federal, state and local anti-pollution laws, ordinances, codes and regulations when disposing of waste materials, debris, rubbish, snow and ice.

1.06 QUALITY ASSURANCE

A. Not Used

1.07 SUBMITTALS

A. Not Used

1.08 DELIVERY, STORAGE, AND HANDLING

A. Not Used

1.09 SPARE PARTS, SPECIAL TOOLS, AND SUPPLIES

A. Not Used

1.10 WARRANTY

A. Not Used

PART 2 PRODUCTS

2.01 MANUFACTURERS

A. Not Used

2.02 MATERIALS / EQUIPMENT

A. Cleaning Materials

1. The Contractor shall use only cleaning materials recommended by the manufacturer of surface to be cleaned.
2. Each type of cleaning material shall be used on only those surfaces recommended by the cleaning material manufacturer.
3. Use only cleaning materials which will not create hazards to health or damage property.

B. Not Used

2.03 FABRICATION / ASSEMBLING / FINISHES

A. Not Used

2.04 SOURCE QUALITY CONTROL / SHOP TESTS

A. Not Used

PART 3 EXECUTION

3.01 EXAMINATION / PREPARATION

A. Scheduling of Cleaning Operations

1. The Contractor shall schedule trash removal and cleaning operations as necessary and at intervals as directed by the Engineer.
    a. So that dust, wash water, or other contaminants generated during construction do not damage or mar painted or finished surfaces.
    b. To prevent accumulation of dust, dirt, debris, rubbish and waste materials on or within the Work Site or on the premises surrounding the Work Site.

B. Site Maintenance Requirements

1. The Contractor shall keep the Work and surrounding premises within Work limits, including its staging and storage areas, free of accumulations of dirt, dust, waste materials, debris and rubbish.
2. The Contractor shall keep dust generating areas wetted down.
3. The Contractor shall provide suitable containers in sufficient quantity for storage of waste materials, debris and rubbish.
4. The Contractor shall dispose of waste materials and surplus materials off site at a regulatory-approved disposal site at intervals as needed.

3.02 IMPLEMENTATION

A. Snow and Ice Removal

1. The Contractor shall remove snow and ice from the following areas:

a. The sidewalks and parking areas associated with the Engineer's field office.

b. All construction access roads.

1) Any Plant walkways which cannot be accessed by the Plant's snow removal equipment due to construction activities.

2) Any additional areas designated by the Engineer.

c. Snow and ice removal shall be before 7:00 AM whenever there is a snowfall storm and before 7:00 AM on the day following the termination of the snowfall storm.

d. When directed by the Engineer, the Contractor shall begin snow and/or ice removal immediately (within one (1) hour of the Engineer's directive to proceed).

e. The Contractor shall haul the removed snow and ice for disposal as per the applicable local rules.

f. Spreading of Salt and Sand

1) The Contractor shall furnish all labor, tools, equipment, and materials necessary to provide the following services specifically requested and authorized in writing by the Engineer:

a) Spread calcium chloride over all areas of the Engineer's parking lot and spread sand on the steps and platforms at the entrances to the Engineer's field office.

b) Salt and sand shall be spread prior to a snowstorm.

c) Upon termination of a snowstorm, the Contractor shall remove all sand from the steps and platforms at the entrances to the Engineer's field office.

2) Disposal of sand shall be the responsibility of the Contractor.

B. Disposal of Waste Materials

1. The Contractor shall not burn or bury rubbish and waste materials on the Site.

2. The Contractor shall not dispose of volatile or hazardous wastes such as mineral spirits, oil, or paint thinner in storm or sanitary drains or on the ground.

3. The Contractor shall not discharge any wastes into waterways.

3.03 FIELD TESTING / QUALITY CONTROL

A. Not Used

3.04 STARTUP / DEMONSTRATION

A. Not Used

3.05 ADJUSTING / PROTECTION / CLEANUP

A. Final Cleaning

1. At the completion of the Work, the Contractor shall remove all rubbish from and about the Site of the Work, and all temporary structures, construction signs, tools, scaffolding, materials, supplies and equipment which it or any of its Subcontractors may have used in the performance of the Work. Contractor shall broom clean paved surfaces and rake clean other surfaces of grounds.

2. The Contractor shall thoroughly clean all materials, equipment, and structures in it Work areas so as to leave the Work in a clean and new appearing condition.

   a. All marred surfaces shall be touched up to match adjacent surfaces;

   b. Dirty filters and burned-out lights shall be replaced as required;

   c. All glass surfaces shall be cleaned; and

   d. Floors shall be cleaned and polished.

3. The Contractor shall remove spatter, grease, stains, fingerprints, dirt, dust, labels, tags, packing materials and other foreign items or substances from interior and exterior surfaces, equipment, signs and lettering in its Work areas.

4. The Contractor shall remove paint from and clean and restore all equipment and material nameplates, labels and other identification markings in its Work areas.

END OF SECTION

NO TEXT ON THIS PAGE

SECTION 01 74 20 – CONSTRUCTION WASTE MANAGEMENT
CONTRACT PS-318

PART 1 GENERAL

1.01 SUMMARY

A. This Section includes the requirements for construction waste management for a Project that requires measurable quantities and tracking documentation, including but not limited to those that may be submitted for USGBC certification under Leadership in Energy and Environmental Design (LEED), Envision Certification under the Institute for Sustainable Infrastructure, or another third party sustainability rating system.

B. The following index of this Section is presented for convenience:

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1.02 PAYMENT

A. No separate payment shall be made for performing any Work required under this Section. All costs for Work required by this Section shall be included in the applicable lump sum, unit price(s) or allowance(s) as set forth in Section 01 27 00 – Measurement and Payment.

1.03 RELATED SECTIONS

A. Section 01 35 27 – Environmental Health and Safety Requirements

B. Section 01 35 45 – Hazardous Materials Control

C. Section 02 24 20 – Soil Sampling and Analysis

1.04 REFERENCES

A. Diversion: To remove, or have removed, from the Site for recycling, reuse, or salvage, material that might otherwise be sent to a landfill. Diversion does not include using the material as alternative daily cover at a landfill site, nor does it include burning, incinerating or thermally destroying waste.

B. Electronic Waste as defined by:

1. 40 CFR Parts 260 – 272;
2. 6 NYCRR Part 370: Hazardous Waste Management System – General
3. 6 NYCRR Part 371: Identification and Listing of Hazardous Waste;
4. 6 NYCRR Part 372: Standards Applicable to Generators of Hazardous Waste;
5. The Federal CRT Rule [Federal Register: July 28, 2006 (Volume 71, Number 145)];
6. The Federal Circuit Board Rule [Federal Register: May 26, 1998 (Volume 63, Number 100)];
7. Environmental Conservation Law Article 27 Title 26 – Electronic Equipment Recycling and Reuse.

C. Hazardous Waste: Material shall be considered a hazardous waste when it exhibits any of the following: ignitability, corrosivity, reactivity, or toxicity for Volatile Organic Compounds (VOCs), semi-VOCs, metals, pesticides, or herbicides, as defined in 6 NYCRR Part 371 or 40 CFR Section 261. Under New York State (NYS) regulations, a material that contains 50 ppm or greater of PCBs is considered a hazardous waste. The Environmental Protection Agency (EPA) considers a material that contains 50 ppm or greater of PCBs to be a Toxic Substances Control Act (TSCA)-regulated waste. All hazardous waste shall be considered unsuitable, and shall be disposed of at an approved permitted hazardous waste landfill.

D. Universal Waste as defined by:

1. 40 CFR Part 273: Standards for Universal Waste Management;
2. 6 NYCRR Subpart 374-3: Standards for Universal Waste;
3. 6 NYCRR 373-3.10: Interim Status Standards for Owners and Operators of Hazardous Waste Facilities, Tank Systems;
4. Use of Enforcement Discretion for Discarded Mercury-Containing Equipment, NYS DEC Commissioners Policy (CP-39);
5. Mercury Added Consumer Products Law (Chapter 145 Laws of New York 2004 and Chapter 676 Laws of New York 2005);

6. 49 CFR Part 172: Hazardous Materials Regulations.

1.05 DESCRIPTION

A. Not Used

1.06 QUALITY ASSURANCE

A. Regulatory Requirements: Contractor(s) shall meet all applicable federal, state, and local regulatory requirements as well as DEP EHS Policies and Procedures for the on-Site management, transportation, and recycling or disposal of all construction waste materials generated during construction.

1.07 SUBMITTALS

A. Construction Waste Management Plan: The Contractor shall be responsible for the development and implementation of the Construction Waste Management Plan ("Plan") for the Project. Waste and recyclable materials shall be collected, sorted, and deposited in accordance with the approved Plan.

1. The Contractor shall prepare and submit the Plan for review and approval by the Engineer thirty (30) days after receipt of Notice to Proceed and prior to the removal of any construction waste from the Project Site. The Plan shall be based on the construction waste recycling percentage goal ("percentage goal") established via the Design Sustainability Program. The percentage goal of 95% end-of-Project rates of salvage/recycling of construction waste is detailed in the Construction Waste Estimate Report ("CWER") generated by the Design Engineer and is included in the bid exhibit documents. The CWER dated October 2024 is expressly excluded from and is not a part of this Contract and is available for information purposes only. Copies of this document have been provided on CD for reference.

2. The Plan shall contain the following:

a. Construction and Demolition Diversion: Estimate of the total proposed construction and demolition waste to be generated, and the percentage of this waste to be diverted from landfill (including types and quantities) during prosecution of the Work. Identify at least five materials (both structural and non-structural) targeted for diversion. Approximate a percentage of the overall Project waste that these materials represent. This diversion shall be developed based on the estimates included in the CWER. Percent diverted from landfill shall be calculated using the following formula:

$$Diversion\ Percentage = \frac{Total\ Estimated\ Waste\ Diverted\ from\ Landfill}{Total\ Estimated\ Waste\ Produced\ by\ Project}\ x\ 100$$

The estimates shall be calculated by weight (tons). The list of construction waste materials shall be specific to the project site and may include, but not be limited to, the following materials:

1) Aluminum
2) Asphalt
3) Brass
4) Bricks
5) Carbon Steel
6) Cardboard
7) Cast iron
8) Cement
9) Ceramic
10) Concrete
11) Copper wiring
12) Ductile iron
13) Electronic waste
14) Electrical wires
15) EPDM rubber
16) Equipment
17) Extruded polystyrene
18) Fencing
19) FRP
20) Glass
21) Grout
22) Gypsum
23) HDPE
24) HVAC/Ductwork
25) Land clearing debris
26) Lighting
27) Mercury containing light bulbs
28) Metals from rebar, sheetrock studs, framing, etc.
29) Paints, solvents, and other hazardous fluids

30) Piping
31) Plastics
32) Plumbing fixtures
33) Plywood
34) PVC
35) Recyclable office wastes such as paper and toner and ink cartridges
36) Roofing
37) Sprinklers
38) Steel
39) Stone
40) Stucco
41) Terracotta
42) Valves
43) Wood

Soil Diversion: Estimate of the total proposed excavated soil to be generated, and the percentage of this soil to be diverted from landfill via on-Site and/or off-Site reuse (including types and quantities) during prosecution of the Work. Soil diversion may be achieved through on-Site or off-Site reuse. Whenever possible, reuse of excess excavated soils on Site should be prioritized over off Site reuse. Refer to Section 02 24 20 - Soil Sampling and Analysis for sampling and regulatory requirements. The estimates shall be calculated by weight (tons). Percentage of soil diverted from landfill shall be calculated using the following formula:

$$Soil\ Diversion = \frac{Total\ Estimated\ Soil\ Diverted\ from\ Landfill}{Total\ Estimated\ Soil\ Produced\ by\ Project}\ x\ 100$$

b. Materials handling procedures. A description of the means by which any waste materials will be protected from contamination via segregation, and a description of the means to be employed in recycling the above materials consistent with the requirements for acceptance by recycling processors to be utilized and the New York City Department of Sanitation (NYCDOS). Hazardous waste, universal waste, and used oil must be separated and stored in their own dedicated storage areas and managed in compliance with NYSDEC Hazardous Waste, Universal Waste and Used Oil Regulations, USDOT 49 CFR Hazardous Material Transportation

Regulations, and in accordance with DEP EHS Policies and Procedures.

c. List of waste transporters, transfer stations, beneficial use facilities, disposal facilities and recyclers with addresses, phone numbers, and permits, which the Contractor intends to utilize during the Project for the purpose of complying with the Construction Waste Management Plan. The Plan should list where both recyclable and non-recyclable materials will be recycled, reused, or disposed, and how those materials will be transported.

3. Hazardous wastes: The Plan shall specifically note the proper method of disposal for anticipated hazardous wastes or potentially hazardous wastes as detailed in Section 01 35 45 – Hazardous Materials Control. The Plan shall state that the hazardous waste transporter must hold a current New York State Part 364 Waste Transporter Permit in accordance with NYCRR Part 364. The permit must authorize the transporter to take the hazardous waste to the Transportation, Storage and Disposal Facility (TSDF) identified in the permit. The Construction Waste Management Plan must state that the hazardous waste will be transported in compliance with USDOT Hazardous Materials Transportation regulations in Title 49 of the CFR.

4. Non-hazardous wastes: The Plan shall specifically note the proper method of removal of anticipated non-hazardous waste. The Plan shall state the transporter must hold a current New York State Part 364 Waste Transporter Permit to transport the waste to a TSDF that accepts non-hazardous waste.

5. The Plan shall include the method of recycling office materials such as clean white paper, mixed paper, toner cartridges for laser printers, copiers, fax machines, and other electronic waste. Each item shall be recycled in accordance with the manufacturer's instructions.

6. The Plan shall include the coordination of product deliveries to designated prepared areas in order to minimize site storage time and potential damage to stored materials and the return of packing materials, where economically feasible.

B. Final Submittal: The Contractor shall submit a Construction Waste Management Final Summary Report (“Final Summary Report”) upon Substantial Completion. The Summary Report should tabulate total waste material, quantities diverted from landfill and means by which it is diverted, and shall include a statement noting that the recycling/diversion goal outlined in the CWER has been met.

C. Monthly Submittals: Monthly waste and soil generation/diversion/disposal data shall be tracked in accordance with Section 01 35 27 – Environmental Health and Safety Requirements, paragraph 1.07.C Monthly Contractor EHS Report.

D. Project Meetings: The Construction Waste Management Plan and implementation shall be discussed at the following meetings:

1. Pre-construction Meeting
2. Regular monthly Progress Meetings

1.08 DELIVERY, STORAGE, AND HANDLING

A. The Contractor shall designate separate receiving/storage areas for delivered materials and equipment to minimize waste due to excessive materials mishandling, misapplication, weather and other damage.

1. Promptly inspect shipments to assure products comply with requirements, quantities are correct, and products are undamaged.
2. Promptly return damaged shipments or incorrect orders to manufacturer.
3. For materials or equipment to be reused or salvaged, use special care in removal, storage and reinstallation to insure proper function in completed work.

B. Periodically inspect stored products to assure products are undamaged and are maintained under required conditions.

C. Training of employees for handling and storing waste materials shall be in accordance with DEP EHS Policies and Procedures.

D. The requirements herein shall supersede any conflicting statements wherever they may appear in the Contract Documents.

1.09 SPARE PARTS, SPECIAL TOOLS, AND SUPPLIES

A. Not Used

1.10 WARRANTY

A. Not Used

PART 2 PRODUCTS

2.01 MANUFACTURERS

A. Not Used

2.02 MATERIALS / EQUIPMENT

A. Not Used

2.03 FABRICATION / ASSEMBLING / FINISHES

A. Not Used

2.04 SOURCE QUALITY CONTROL / SHOP TESTS

A. Not Used

PART 3 EXECUTION

3.01 EXAMINATION / PREPARATION

A. Not Used

3.02 IMPLEMENTATION

A. The Contractor shall be responsible for the implementation of the approved Construction Waste Management Plan. The Contractor shall be responsible for the provision of containers and the removal of all waste, non-returned surplus materials, and debris from the Site in accordance with the Plan and in compliance with all federal, state, and local regulations, as well as DEP EHS Policies and Procedures.

B. Monies received for recycling and/or salvaged materials shall remain with the Contractor, except for items specifically identified in the Contract Documents.

C. Contractor(s) shall use construction and demolition methods and processes to ensure the generation of as little waste as possible due to error, poor planning, breakage, mishandling, contamination, or other factors.

D. When encountered as part of the Work, the Contractor shall dispose of construction waste by recycling methods in accordance with the NYC Recycling Law: Local Law 19 (1989) and Local Law 87 (1992), and NYC's Commercial Recycling Regulations: Rules Governing the Recycling of Private Carter-Collected Waste (September 1993).

E. All material to be recycled shall be separated from normal refuse, per NYCDOS Rules. Material not required to be recycled shall be disposed of by the Contractor as specified and in accordance with all applicable federal, state, and local regulations and DEP EHS Policies and Procedures.

F. When encountered as part of the Work for sites outside New York City, the Contractor shall dispose of construction waste by recycling methods in accordance with all federal, state, and local regulations and DEP EHS Policies and Procedures.

3.03 FIELD TESTING / QUALITY CONTROL

A. Not Used

3.04 STARTUP / DEMONSTRATION

A. Not Used

3.05 ADJUSTING / PROTECTION / CLEANUP

A. Not Used

END OF SECTION

SECTION 01 75 10 – PRELIMINARY AND FINAL FIELD TESTS
CONTRACT PS-318

PART 1 GENERAL

1.01 SUMMARY

A. Section Includes:

1. Field Test Schedule and Updates
2. System Test Procedures
3. Contractor Responsibilities
4. Preliminary Field Tests of Equipment
5. Preliminary Field Tests of Systems
6. Final Field Tests of Equipment
7. Final Field Tests of Systems

B. The following index of this Section is presented for convenience:

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1.02 PAYMENT

A. No separate payment shall be made for performing any Work required under this Section. All costs for Work required by this Section shall be included in the

applicable lump sum, unit price(s) or allowance(s) as set forth in Section 01 27 00 – Measurement and Payment.

1.03 RELATED SECTIONS

A. Section 01 27 00 - Measurement and Payment

B. Section 01 32 10 - Progress Scheduling

C. Section 01 43 05 - Contractor's Work Quality

1.04 REFERENCES

A. "System": A System, for purposes of testing, is defined as consisting of the component equipment, valves, piping, instrumentation, controls, ducts, accessories, etc., which are required for the proper functioning of each piece of equipment and the System as a whole. The purpose of the System testing is to demonstrate the capability of the equipment, interconnections and accessories to perform as specified.

1.05 DESCRIPTION

A. All field tests, including equipment and Systems tests, shall be performed in accordance with the requirements of this Section. The requirements contained herein shall apply, whether or not this Section is specifically referenced elsewhere in the Contract Documents.

B. Field tests shall include preliminary and final field tests of equipment and Systems.

1. Preliminary field tests of equipment and Systems shall be made with water and air in lieu of the wastewater components and chemicals for which the equipment and Systems are designed.

a. Preliminary testing water shall be sourced from a local city water connection. The Contractor shall take appropriate measures to ensure backflow does not occur, including but not limited to the utilization of air gaps and/or check valves.

b. The Contractor shall store preliminary testing water in the wet well for the testing of the main sewage pumps. The amount of water stored shall provide ample submergence of the suction line for the duration of testing, approximately two (2) feet or more above the suction port’s elevation.

c. Preliminary testing water shall be discharged back to the wet well, in order to minimize the amount of testing water required. The contractor shall utilize the Paerdegat Pumping Station’s force main isolation valves to isolate the force main from service and use the appropriate civil inspection port as a connection for the recycle line.

d. Preliminary testing water shall be discharged through the Paerdegat pumping station’s force main following the successful completion of the equipment’s preliminary testing.

2. Final field tests of equipment and Systems shall utilize the wastewater, wastewater components, chemicals and air for which the equipment and Systems are designed.

3. All tests shall be performed in strict compliance with applicable manufacturer's and Engineer's instructions.

4. No testing of Systems shall commence before the associated pipelines have been satisfactorily tested for leakage in accordance with the requirements of the Contract.

C. For a successful test of equipment or System, the equipment or System shall operate trouble free for the continuous period of time, as specified below. If there are any interruptions in operation during the test, the test shall be repeated until the equipment or System operates trouble free for the specified time period.

D. System Test Procedures:

1. The following are to be considered a part of all System test procedures:

a. Variable capacity equipment shall be operated over the full capacity range of the maximum, minimum and at least three (3) intermediate points for a minimum of thirty (30) minutes at each point.

b. Multiple equipment groupings are to be operated both singly and together up to the maximum capacity of the System.

c. Header and cross connected groups of units are to be operated using all connecting combinations.

d. All equipment items, including standby units are to be tested. It may be necessary to repeat System tests at maximum condition to insure that standby units are included in System tests.

e. Each operating unit shall be run for at least one (1) hour alone (equipment field test) and for four (4) hours as a System at maximum capacity after reaching stable operating conditions.

f. All equipment, interconnecting piping, and accessories are to be checked for leakage and specified rate performance capability. Instrumentation and controls shall be tested as part of the equipment.

E. Contractor Responsibilities:

1. For preliminary field tests of equipment and Systems, the Contractor shall furnish all labor, lubricants, fuel, power, water, materials, plant and instrument air, instruments and equipment required for the tests.

2. For final field tests of equipment and Systems, the Contractor shall furnish all labor, lubricants, materials, fuel, power, instruments and equipment required for the tests. DEP will furnish all water necessary.

3. All testing shall be performed by the Contractor and witnessed by the Engineer, DEP Operations personnel and, when applicable, representatives

of the Electrical Division, Department of Buildings. Preliminary field testing of equipment and Systems and final field testing of equipment and Systems shall be performed within the time periods designated in the preliminary construction schedule (CPM) during regular weekday daytime working hours.

F. Coordination

1. The Contractor shall closely coordinate with the respective trades in order to perform field tests.

1.06 QUALITY ASSURANCE

A. Nothing stated herein shall affect the requirements contained in Section 01 43 05 – Contractor's Work Quality; or the specific pressure testing requirements for piping Systems specified in the Contract Documents. Such tests shall be performed at the scheduled time, prior to backfilling, encasement or enclosure, if applicable. However, checking the Systems for leakage at the pressures developed, particularly for leakage of the visible type, shall be performed as part of the tests included herein.

1.07 SUBMITTALS

A. The Contractor shall submit a preliminary and final field test schedule to the Engineer within 120 days after the date for commencing Work in the Notice to Proceed. The test schedule shall be updated every two (2) months or sooner if necessary, until completion of the required testing. The field test schedule shall itemize all key tasks in chronological order, based on the Construction CPM Schedule specified in Section 01 32 10 – Progress Scheduling, to meet all the requirements of this Section. All preliminary and final field testing to be conducted shall be organized and scheduled in accordance with the approved test procedure.

B. The field test schedule shall include proposed test dates, preliminary or final field test, equipment or System being tested, specification references, equipment identification numbers, and indication of whether the test procedure has been submitted for approval and approval status.

C. The Contractor shall notify the Engineer in writing thirty (30) days prior to any testing. The Contractor shall not proceed with any testing until the test procedure has been approved by the Engineer.

D. Before each test commences, the Contractor shall submit a detailed test procedure and manpower schedule to the Engineer for approval.

1.08 DELIVERY, STORAGE, AND HANDLING

A. Not Used

1.09 SPARE PARTS, SPECIAL TOOLS, AND SUPPLIES

A. Not Used

1.10 WARRANTY

A. Not Used

PART 2 PRODUCTS

2.01 MANUFACTURERS

A. Not Used

2.02 MATERIALS / EQUIPMENT

A. Not Used

2.03 FABRICATION / ASSEMBLING / FINISHES

A. Not Used

2.04 SOURCE QUALITY CONTROL / SHOP TESTS

A. Not Used

PART 3 EXECUTION

3.01 EXAMINATION / PREPARATION

A. Not Used

3.02 IMPLEMENTATION

A. Preliminary Field Tests of Equipment:

1. Each item of equipment shall be field tested with either water or air as suitable for the System, and shall operate trouble free in accordance with the procedures prescribed in the Contract Documents, preliminary tests shall demonstrate that equipment and appliances were properly installed, meet their specified operating cycles and characteristics, and are free from defects such as overheating, overloading and undue vibration.

2. A successful test shall consist of at least one continuous hour of trouble free operation unless a longer period is specified in the Contract Documents.

B. Preliminary Field Tests of Systems:

1. All Systems shall be field tested with either water or air as suitable for the System and shall operate trouble free for four continuous hours, or longer if so specified in the Contract Documents.

2. The Systems shall be tested by operating the systems equipment together as a unit with all related piping, valves, electrical controls and mechanical operations.

3. The tests shall prove that all equipment and appurtenances of each System are properly installed, free from defects, meet their specified operating cycles and characteristics when operating as part of the System.

4. Systems with automatic control systems shall be operated continuously by the automatic control system for four continuous hours, or longer if specified in the Contract Documents.

5. To satisfy the requirements for preliminary testing of equipment and Systems, the Contractor shall submit data per the approved test procedure and receive approval from the Engineer.

C. Final Field Tests of Equipment and Systems:

1. The following requirements shall be met prior to the final field testing of equipment and Systems:

   a. All required operating instructions, maintenance manuals, bulletins, and Shop Drawings shall be approved and distributed unless otherwise specifically allowed by the Engineer.

   b. All spare parts shall be delivered unless otherwise specifically allowed by the Engineer.

   c. The equipment and Systems shall be inspected, operated, successfully tested, and adjusted by the manufacturer's representative in the presence of the Engineer and representatives of DEP. All instruction sessions for operating personnel shall also be completed unless otherwise specifically allowed by the Engineer. All instrumentation shall be field calibrated and previously tested.

   d. After completion of Item c above and when leakage tests of pipelines are completed, the equipment or system shall then be given a final field test.

2. Equipment and Systems shall be subject to final field tests in accordance with the procedures prescribed in the Contract Documents and approved test procedure for each test and as supplemented herein.

3. Equipment shall be given a running test, at its rated capacity, of normal (start-and-stop) operation and during such test shall demonstrate its ability to operate without vibration or overheating, and shall prove without question its fitness for services in accordance with the approved test procedures. Unless otherwise specified, final field tests of equipment which will be operating continually shall be given a minimum running test of three (3) continuous eight (8)-hour tests for each unit. Other equipment shall be given a running test for a minimum period of four (4) continuous hours, or as otherwise approved by the Engineer. For final field tests of equipment and Systems to be deemed successful, they shall be run continuously and trouble – free in accordance with the approved test procedure for each test, and data shall be submitted and approved by the Engineer.

4. The Contractor shall provide all labor and materials needed to supply all water or other media needed for final field testing.

5. After completion of final System and equipment tests, the equipment and Systems shall be operated by DEP for a two (2)week period under normal operating conditions. The Contractor shall schedule and have delivered sufficient training and instruction to City personnel to ensure that during the two (2) week test, the equipment and Systems will be operated properly and safely. Should the equipment and Systems function normally during this period, the equipment and Systems shall have successfully passed the final field tests and will be accepted for additional testing and/or operation by DEP. The Contractor shall warrant and guarantee that all equipment shall function satisfactorily for a period of one (1) year from Substantial Completion.

D. Systems:

1. The following equipment groupings shall be tested together as Systems, in accordance with the Contract Documents:

   a. Main Sewage Pump System, including but not limited to Main Sewage Pumps, valves, piping, vacuum priming systems, and instrumentation and controls.

   b. Other Process Mechanical Systems including isolation gates and force main isolation valves.

   c. HVAC Systems including unit heater, supply and exhaust fans, and associated electrical service, controls, and monitoring equipment.

   d. Plumbing Systems including sump pumps and associated electrical service, controls, and monitoring equipment.

   e. Electrical equipment and systems.

   f. Fuel System, including but not limited to Fuel Oil Storage Tank, Fuel Oil Transfer Pumps, above grade fuel oil piping, leak detection and alarm equipment and associated controls.

   g. Interim pumping system including interim pumps, valves, piping, instrumentation and control, and standby power system.

3.03 FIELD TESTING / QUALITY CONTROL

A. Not Used

3.04 STARTUP / DEMONSTRATION

A. Not Used

3.05 ADJUSTING / PROTECTION / CLEANUP

A. Not Used

END OF SECTION

SECTION 01 78 10 – PROJECT CLOSEOUT
CONTRACT PS-318

PART 1 GENERAL

1.01 SUMMARY

A. Section Includes:

1. Items to be completed
2. Final record documents
3. Special tools and appliances
4. Spare parts and maintenance materials
5. Lubricants
6. Piping and equipment identification

B. The following index of this Section is presented for convenience:

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3.03	Field Testing / Quality Control	5
3.04	Startup / Demonstration	5
3.05	Adjusting / Protection / Cleanup	5

1.02 PAYMENT

A. No separate payment shall be made for performing any Work required under this Section. All costs for Work required by this Section shall be included in the applicable lump sum, unit price(s) or allowance(s) as set forth in Section 01 27 00 – Measurement and Payment.

1.03 RELATED SECTIONS

A. Section 01 78 39 – Final Record Documents

1.04 REFERENCES

A. Not Used

1.05 DESCRIPTION

A. As construction of the Project enters the final stages of completion, the Contractor shall, in concert with accomplishing the requirements set forth in the Contract Documents, attend to or have already completed the following items as they apply to the Contract:

1. Scheduling equipment manufacturers' visits to the Site.
2. Required testing of Project components.
3. Scheduling start-up and initial operation.
4. Scheduling and furnishing skilled personnel during initial operation.
5. Correcting or replacing defective work, including completion of items previously overlooked or work which remains incomplete, all as evidenced by the Engineer's "Punch" Lists.
6. Attend to any other items listed herein or brought to the Contractor's attention by the Engineer.

B. The Contractor's attention is directed to the fact that required certificates and information listed herein must be submitted earlier in accordance with other Specifications.

1.06 QUALITY ASSURANCE

A. Not Used

1.07 SUBMITTALS

A. The Resident Engineer will send the latest BWT Asset and Preventive Maintenance fillable, electronic data entry forms (e.g. Excel spreadsheet), compatible with BWT’s existing Computerized Maintenance Management System (CMMS) to the Contractor. The Contractor shall complete information associated with each asset for review and acceptance by BWT. Contractor shall respond to the questions and update as requested corrected data into these data entry forms to the satisfaction of the BWT until final acceptance

B. In addition to any requirements of the New York City Standard Construction Contract, before the determination of Substantial Completion is issued, the Contractor shall submit to the Engineer all required records, certifications, etc., which are specified in the Contract Documents. A partial list of such items appears below, but it shall be the Contractor's responsibility to submit all items which are required by the Contract Documents:

1. Test results of Project components.
2. Performance Affidavits for equipment.
3. Certification of equipment or materials in compliance with Contract Documents.
4. Operation and maintenance instructions or manuals for equipment.
5. One set of neatly marked-up record drawings showing as-built changes and additions to the work under his Contract.
6. Any special guarantees or bonds.

C. Final Record Documents

1. In addition to any requirements of the New York City Standard Construction Contract, in order to obtain Final Acceptance, the Contractor shall furnish Final Record Documents in accordance with Section 01 78 39 – Final Record Documents.

D. Lubricant Survey

1. A lubrication survey, made by a lubricant supply firm, subject to the approval of the Engineer shall be provided by the Contractor.
2. The lubrication survey shall list all equipment furnished, under this Contract, with the equipment manufacturer's lubrication recommendations and an interchangeable lubricants tabulation standardizing and consolidating lubricants whenever possible.

E. Spare Parts List

1. A complete list of spare parts and maintenance materials to be furnished shall be submitted to the Engineer for approval as part of the Shop Drawing submittals.

F. Special Tools List

1. The Contractor shall submit a complete list of special tools and appliances to be furnished, for approval by the Engineer, as a part of the Shop Drawing submittals.

1.08 DELIVERY, STORAGE, AND HANDLING

A. Delivery

1. Spare Parts
   a. Upon acceptance of the spare parts by the Engineer, the Contractor shall deliver the spare parts for storage to the location within the City limits designated by DEP upon request by the Engineer.
2. Lubricants

a. The Contractor shall furnish lubricants for all equipment supplied under this Contract in one delivery consisting of a minimum number of products, reflecting the results of the lubrication survey, as specified herein.

B. Storage

1. Spare Parts

a. All parts shall be securely boxed and tagged, and clearly marked on the box and individually for identification as to the name of manufacturer or supplier, applicable equipment, part number, description and location within the equipment or system that the part is installed.

b. Complete information shall also be provided for use and reordering of spare parts.

1.09 SPARE PARTS, SPECIAL TOOLS, AND SUPPLIES

A. Spare Parts

1. Spare parts and maintenance materials shall be furnished in accordance with the Contract Documents.

2. Two complete spare sets of all lamps supplied as a part of electrical control equipment shall be furnished by the Contractor, unless otherwise called for in the Contract.

B. Special Tools

1. Special tools and appliances which are needed to adjust, operate, maintain or repair the equipment furnished under this Contract shall be provided in accordance with the Contract.

2. Special tools and appliances shall be furnished in approved painted steel cases, properly labeled and equipped with heavy duty cylinder locks and duplicate keys.

1.10 WARRANTY

A. All spare parts shall be protected and packaged for a shelf life of at least ten (10) years.

PART 2 PRODUCTS

2.01 MANUFACTURERS

A. Not Used

2.02 MATERIALS / EQUIPMENT

A. Lubricants

1. The Contractor shall furnish and deliver such oil, grease and any special lubricants that are necessary for proper operation of all equipment furnished under this Contract. Identification and listing of such lubricants shall be made as part of the Shop Drawing submittals. The quantity furnished shall be sufficient for equipment start-up, operation prior to final acceptance of the Work, and for operation during the guaranty period as defined in Article 24 of the Standard Construction Contract. The grade of lubricants furnished shall be in accordance with the recommendations of the equipment manufacturers made on the approved equipment Shop Drawings.

2.03 FABRICATION / ASSEMBLING / FINISHES

A. Not Used

2.04 SOURCE QUALITY CONTROL / SHOP TESTS

A. Not Used

PART 3 EXECUTION

3.01 EXAMINATION / PREPARATION

A. Not Used

3.02 INSTALLATION

A. Piping and Equipment Identification

1. The Contractor shall furnish and install identification signs for all equipment, control panels, valves and piping identification in accordance with specific requirements of the Contract for piping and equipment identification.

3.03 FIELD TESTING / QUALITY CONTROL

A. Not Used

3.04 STARTUP / DEMONSTRATION

A. Not Used

3.05 ADJUSTING / PROTECTION / CLEANUP

A. In addition to any requirements of the New York City Standard Construction Contract, before the determination of Substantial Completion is issued, the Contractor shall clean and perform final adjustment of the various building components as specified in the Specifications, including but not limited to the following:

1. Clean all glass and adjust all windows and doors for proper operation.

2. Clean all finish hardware after adjustment for proper operation.

3. Touch up marks or defects in painted surfaces and touch up any similar defects in factory finished surfaces.
4. Wax all resilient flooring materials.
5. Remove bitumen from gravel stops, fascias and other exposed surfaces.
6. Remove all stains, marks, fingerprints, soil, spots and blemishes from all finished surfaces, tile, stone, brick and similar surfaces.

END OF SECTION

SECTION 01 78 24 – SPARE PARTS AND MAINTENANCE MATERIALS
CONTRACT PS-318

PART 1 GENERAL

1.01 SUMMARY

A. Contractor shall inventory, store, and deliver all spare parts and maintenance materials as shown, specified, and/or required.

B. The following index of this Section is presented for convenience:

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3.05	Adjusting / Protection / Cleanup	6

C. The following schedule, attached after the “End of Section” designation, is a part of this Section:

1. Schedule 01 78 24-1, Spare Parts and Maintenance Materials Schedule.

1.02 PAYMENT

A. No separate payment shall be made for performing any Work required under this Section. All costs for Work required by this Section shall be included in the applicable lump sum, unit price(s) or allowance(s) as set forth in Section 01 27 00 – Measurement and Payment.

1.03 RELATED SECTIONS

A. Not Used

1.04 REFERENCES

A. Not Used

1.05 DESCRIPTION

A. Furnish all spare parts and maintenance materials shown, specified, and/or required by the Contract Documents.

B. Contractor shall provide data for each distinct spare part or maintenance material, in paper and electronic format, as specified herein.

C. Contractor shall attach bar-code tag stickers, furnished by the Engineer, to each distinct spare part or maintenance material.

D. Schedule delivery of all spare parts and maintenance materials for the Work over a reasonable period of time and in coordination with DEP personnel and the Engineer.

E. All spare parts and maintenance materials shall be turned over to DEP in new condition and shall be furnished in manufacturers' unopened cartons, boxes, crates, or other protective covering, suitable for preventing corrosion or deterioration, for the maximum length of storage indicated by the part manufacturer.

F. The Contractor shall turn over spare parts and maintenance materials to DEP upon completion of the Work or when DEP assumes beneficial occupancy or as directed by DEP or Engineer. Contractor shall then place them in permanent storage rooms or areas designated by the DEP or the Engineer.

G. Contractor shall be fully responsible for loss or damage to all spare parts and maintenance materials until such time they are handed over and accepted by DEP.

1.06 QUALITY ASSURANCE

A. Not Used

1.07 SUBMITTALS

A. Submittals shall include, but not be limited to:

1. Action Submittals:

a. all spare parts and maintenance materials and data:

1) The spare parts and maintenance materials list and data shall be submitted in paper and electronic format:

a) The electronic format shall be a spreadsheet that allows data to be uploaded into a commercial database system owned by DEP.

b) Refer to Schedule 01 78 24-1, Spare Parts and Maintenance Materials Schedule, located after the "End of Section" designation, for the paper and electronic format.

2) The spare parts and maintenance materials list and data shall be submitted to the Engineer at least one hundred twenty (120) Days prior to delivery.

2. Information Submittals:

a. Schedule of the intended dates for spare parts and maintenance materials deliveries.

b. Submit a letter of transmittal for each part or maintenance material shipment, including the following information, at a minimum:

1) Date of letter and transfer of parts and materials.

2) Contract title and number.

3) Contractor's name and address.

4) A complete inventory of the parts and materials, as per the Contract Documents and equipment item for each.

5) A place for DEP to sign and confirm receipt of the parts and materials.

1.08 DELIVERY, STORAGE, AND HANDLING

A. The Contractor shall deliver spare parts and maintenance materials provided in this Section and in accordance with the requirements of the Contract Documents. In addition:

1. Spare parts and maintenance material delivery shall require a minimum written notice to Engineer of seven (7) Days.

2. The Contractor shall attach bar-code stickers to each approved spare part or maintenance material, upon receipt.

a. The Engineer shall furnish bar code stickers and transmit the bar code stickers to the Contractor.

b. The sticker for any given part shall be affixed to shipment packaging for that part.

c. If additional stickers are required for split deliveries or re-delivery of previously rejected parts, they will be furnished by the Engineer and transmitted to the Contractor.

B. The Contractor shall store and handle spare parts and maintenance materials provided under this Section and in accordance with the requirements of the Contract Documents. In addition:

1. Store and handle spare parts and maintenance materials in accordance with manufacturer recommendations.

2. During construction and prior to acceptance by DEP, the Contractor shall store spare parts or maintenance materials in the Contractor's buildings or

construction trailers. Storage locations shall have floor, roof, and closed sides, and be in accordance with the part manufacturers' recommendations.

a. Contractor shall protect spare parts and maintenance materials from weather, condensation, and humidity.

b. If the Contractor's assigned location is inappropriate, an alternate storage location shall be used, as designated by DEP, and at no additional cost to DEP.

c. Upon placement of each item in the storage location, the item bar-code sticker or tag shall be scanned into DEP Database along with the shelf bar-code sticker using handheld Radio Frequency Computers.

3. DEP reserves the right to inspect each spare part or maintenance material upon delivery for adherence to approved submittals and reject any part or parts in accordance with said inspection.

a. Packaging shall be opened by the Contractor to allow such inspection.

b. DEP reserves the right to reject any spare parts or maintenance materials during such inspection.

c. Any spare parts or maintenance materials rejected shall be taken back by Contractor and the Contractor shall resubmit a new spare part or maintenance material at no additional cost to DEP.

d. The Contractor shall provide DEP with access, and transport if required, to the Contractor's storage facilities.

4. After acceptance of delivered spare parts and maintenance materials, the Contractor shall place accepted spare parts and maintenance materials in a storeroom as directed by DEP.

a. All spare parts and maintenance materials shall be identified, assigned a storeroom and location as directed by DEP, delivered, shelved, and logged into the shelf or bin via scanning the barcode to the database referenced herein.

1.09 SPARE PARTS, SPECIAL TOOLS, AND SUPPLIES

A. Not Used

1.10 WARRANTY

A. Not Used

PART 2 PRODUCTS

2.01 MANUFACTURERS

A. Not Used

2.02 MATERIALS / EQUIPMENT

A. Not Used

2.03 FABRICATION / ASSEMBLING / FINISHES

A. Not Used

2.04 SOURCE QUALITY CONTROL / SHOP TESTS

A. Not Used

PART 3 EXECUTION

3.01 EXAMINATION / PREPARATION

A. Not Used

3.02 IMPLEMENTATION

A. Data for each distinct spare part or maintenance material, per approved submittals, shall be recorded and entered into the existing computer database, provided by DEP and as directed by the Engineer.

1. Reference Schedule 01 78 24-1, Spare Parts and Maintenance Materials Schedule, located after the End of Section designation.
2. Data shall include, but not necessarily be limited to:
    a. Contract number.
    b. Specification Section number.
    c. Description of equipment for which part is being provided.
    d. Equipment number (per DEP numbering system).
    e. Manufacturer of part, manufacturer's part number.
    f. Supplier / vendor for part, with name and contact information.
    g. Unit price of part.
    h. Quantity required to be delivered.
3. No spare parts or maintenance materials shall be accepted by DEP unless all data listed above has been entered into the database and barcodes have been applied as specified.

3.03 FIELD TESTING / QUALITY CONTROL

A. Not Used

3.04 STARTUP / DEMONSTRATION

A. Not Used

3.05 ADJUSTING / PROTECTION / CLEANUP

A. Not Used

END OF SECTION

SCHEDULE 01 78 24-1
SPARE PARTS AND MAINTENANCE MATERIALS SCHEDULE

CONTRACT _____ EQUIPMENT DESCRIPTION AND NUMBER _____

EQUIPMENT SPEC. SECTION _____ SUBMITTAL # _____ REVIEW CYCLE # _____

PART DESCRIPTION	MANUFACTURER NAME	MANUFACTURER PART NO.	VENDOR NAME	VENDOR PART NO.	COMPONENT Y/N?	COMPONENT SERIAL #	QUANTITY ON ORDER (PER SPEC)

NO TEXT ON THIS PAGE

SECTION 01 78 25 – OPERATIONS AND MAINTENANCE MANUALS
CONTRACT PS-318

PART 1 GENERAL

1.01 SUMMARY

A. Section Includes:

1. General requirements.
2. Operation and maintenance Manual requirements.
3. Binding and format requirements.
4. Submittals.

B. The following index of this Section is presented for convenience:

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1.02 PAYMENT

No separate payment shall be made for performing any Work required under this Section. All costs for Work required by this Section shall be included in the applicable lump sum, unit price(s) or allowance(s) as set forth in Section 01 27 00 – Measurement and Payment.

1.03 RELATED SECTIONS

A. Section 01 78 39 – Final Record Documents

1.04 REFERENCES

A. Not Used

1.05 DESCRIPTION

A. As a prerequisite to obtaining payments in excess of fifty (50) percent of the equipment cost for equipment furnished under this Contract, the Contractor shall prepare, submit and obtain the Engineer's approval, as designated by "Approved," of an Operation and Maintenance Manual ("Manual") for each item of equipment supplied under the Contract. Approval is a prerequisite for continuing payments for equipment furnished by the Contractor, providing instructional services and equipment start-up.

B. Each Manual shall be prepared especially for each installation and shall include all pertinent and legible instructions, preventative maintenance instructions, technical bulletins and other printed matter required to provide accurate and comprehensive information for the safe and proper operation, maintenance and repair of the equipment.

C. Operation and Maintenance Manual Requirements:

1. The Manuals shall include, but not be limited to, the following:

a. Complete, detailed written operating instructions for each product or piece of equipment including: equipment function; operating characteristics; limiting conditions; operating instructions for startup, normal and emergency conditions; regulation and control; and shutdown.

b. Complete, detailed, and written preventive maintenance instructions, including all information and instructions required to keep a product or piece of equipment properly lubricated, adjusted and maintained so that the item functions economically throughout its full design life. Preventive maintenance instructions include, but are not limited to, the following:

1) A written explanation with illustrations for each preventive maintenance task.

2) Recommended schedule for execution of preventive maintenance tasks.

3) Lubrication charts.

4) Table of alternative lubricants.

5) Troubleshooting instructions.

6) List of required maintenance tools and equipment.

7) Nameplate data of each component, year of installation, Contract number and Specification Section number.

c. Name, address and telephone number of the manufacturer and the manufacturer's local representative(s).

d. Installation instructions.

e. Emergency operating instructions and capabilities.

f. Troubleshooting and corrective maintenance (repair) procedures.

g. Drawings suitable for assembly and disassembly of entire system or unit, and each component, and approved wiring and control diagrams, all as required for operation, maintenance and repair of the equipment supplied. Drawings shall be black on white, clearly legible and no larger than eleven (11) inches x seventeen (17) inches.

h. Parts list with current prices and ordering information.

i. List of recommended spare parts and the recommended number of each.

j. Name, address and telephone number of nearest parts supply house and nearest repair service center.

k. Warranties, guarantees, bonds and service contracts.

l. Long-term and short-term manufacturer's recommended equipment storage procedures.

m. Written explanations of all safety considerations relating to operation and maintenance procedures.

n. Name, address and telephone number of manufacturer, manufacturer's local service representative, and subcontractor or installer.

o. Copy of all approved shop drawings.

p. Catalogs, diagrams, schematics, drawings, instruction bulletins and manuals marked by underlining, checking, the use of arrows or the obliteration or removal of extraneous data, so as to pertain only to the specific equipment item for which the manual is supplied.

q. Complete electrical schematics and wiring diagrams. Complete wiring between terminal points must be shown. Computerized diagrams are not acceptable.

2. Reference to features and elements of equipment, such as operational limits of time, speed, pressure, temperature, etc. shall be clear, complete and compatible with authoritative published engineering reference documents. All functional components, electrical systems, equipment, etc. shall be shown on diagrams and discussed in the text so as to identify their proper system relationship. Operation, service, trouble-shooting, checkout and in-line and bench repair procedures, identifying specific system

characteristics of the equipment shall be provided. The information shall include recommended procedures and frequencies for preventive maintenance such as inspection, adjustment, lubrication, calibration and cleaning.

3. Equipment parts shall be identified by manufacturer's part number and located with relation to other components of the equipment utilizing "exploded" type drawings for clarity, if required. Complete parts lists shall be included, which indicate the part number, the part description, applicable serial and model numbers, current unit prices and the name, address and telephone number of the nearest equipment manufacturer's representative and nearest service and spare parts warehouse. Complete instructions for the ordering of all replaceable parts shall be noted in this section of a Manual. Recommendations as to spare parts and spare inventory levels shall be made. Where pertinent, lead time and useful life values and preservation, packaging and labeling methods shall be also recommended.

4. All copyrighted material used in the Manual or in any operation required in the performance of the Contract will be preceded by the Contractor obtaining the copyright holder's written permission on behalf of DEP to use such material in perpetuity.

D. Binding and Format Requirements:

1. Each Manual shall be bound in a durable, permanent, hard cover binder of one (more if required) volume with a complete index of the Manual's contents arranged by subject matter and in order of presentation in each volume. Applicable equipment item numbers, as shown in the Contract Documents shall be prominently included at their appropriate location in the index. The title of the Manual shall be securely affixed to the binder in two places: the front cover and the binder back edge. The title shall identify the Project by number and name, location of the Site, state the volume is an O&M Manual, generally classify the equipment and state the manufacturer's name and equipment model number.

2. Intermediate submittals of the Manual for approval by the Engineer need not be hard bound.

3. Use 8½-inch by 11-inch paper of high rag content and quality. Larger drawings or illustrations (no larger than 11" x 17") are acceptable if neatly folded to the specified size in a manner which will permit easy unfolding without removal from the binder. Provide reinforced punched binder tab. Or provide fly-leaf for each product.

4. All text must be legible typewritten or machine printed originals or high quality copies of same.

5. Each page shall have a binding margin of approximately 1½ inches and be punched for placement in a three-ring loose-leaf or triple post binder. Provide binders. Identify each binder with the following:

a. Title "OPERATING AND MAINTENANCE MANUAL"

b. Project title and number.

c. Contract title and number.

d. Identity of building or structure as applicable.

e. Identity of general subject matter covered.

6. Use dividers and indexed tabs between major categories of information such as operating instructions, preventive maintenance instructions, or other. When necessary, place each major category in a separate binder.

7. Provide a Table of Contents for each binder. Identify products by their functional names in the Table of Contents and at least once in each chapter or section. Thereafter, abbreviations and acronyms may be used if their meaning is explained in a table in the back of each binder. Use of model or catalog numbers or letters for identification is not acceptable.

E. Submittals:

1. The Contractor's submittal to the Engineer for approval shall consist of three (3) complete sets of each Manual and three (3) copies of an itemized listing providing cross-references between the Specification Section, the approved Shop Drawings, and the Manual submittal.

2. A transmittal will be returned to the Contractor indicating the status of the Manual and will include a tabulation of any pages being returned with review comments and noting any extra pages required clarifying or amplifying the comments. Copies of only the pages containing comments and any additional pages needed to clarify or amplify the comments will be attached to the transmittal. The status of the Manual will be noted on the front page of the Manual, which will also be attached to the transmittal, and will be stamped either, "Furnished as Submitted" or "Furnish as Corrected", when the Manual submittal substantially conforms to the requirements of this Section and requires minor corrections; or "Revise and Resubmit" when the Manual submittal is considered inadequate, inaccurate or lacking essential information.

3. The submitting Contractor shall rectify all submittals annotated "Furnish as Corrected," or "Revise and Resubmit" within fifteen (15) days of receipt of such notice by replacing pages or adding additional data, as required. The Manual's Index of Contents and the itemized, cross-referenced listing shall be revised to reflect all revisions or additions made. Then, three (3) copies of the revised material shall be resubmitted to the Engineer for approval.

4. When the status of the Manual is stamped "Rejected," a transmittal to the submitting Contractor will return the copies of the Manual intact with the reason for the rejection stated. The Manual will be stamped "Rejected" when the submittal is considered illegible, or does not contain a complete

index of contents and/or an itemized list of cross references, or is so incomplete and lacking in required documentation as to preclude a meaningful review by the Engineer. Within fifteen (15) days of receipt of such notice the submitting Contractor shall revise the Manual and resubmit to the Engineer for approval.

5. Final Approved Copies of the Manuals:

   a. After a Manual submittal receives final approval status, signified by the annotation "Furnish as Submitted", the Contractor shall furnish the final Manual to the Engineer in the quantities and formats specified in Section 01 78 39 – Final Record Documents.

1.06 QUALITY ASSURANCE

A. Not Used

1.07 SUBMITTALS

A. Not Used

1.08 DELIVERY, STORAGE, AND HANDLING

A. Not Used

1.09 SPARE PARTS, SPECIAL TOOLS, AND SUPPLIES

A. Not Used

1.10 WARRANTY

A. Not Used

PART 2 PRODUCTS

2.01 MANUFACTURERS

A. Not Used

2.02 MATERIALS / EQUIPMENT

A. Not Used

2.03 FABRICATION / ASSEMBLING / FINISHES

A. Not Used

2.04 SOURCE QUALITY CONTROL / SHOP TESTS

A. Not Used

PART 3 EXECUTION

3.01 EXAMINATION / PREPARATION

A. Not Used

3.02 IMPLEMENTATION

A. Not Used

3.03 FIELD TESTING / QUALITY CONTROL

A. Not Used

3.04 STARTUP / DEMONSTRATION

A. Not Used

3.05 ADJUSTING / PROTECTION / CLEANUP

A. Not Used

END OF SECTION

NO TEXT ON THIS PAGE

SECTION 01 78 39 – FINAL RECORD DOCUMENTS
CONTRACT PS-318

PART 1 GENERAL

1.01 SUMMARY

A. This Section describes the requirements for all Final Record Documents.

B. The following index of this Section is presented for convenience:

C.

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1.02 PAYMENT

A. No separate payment shall be made for performing any Work required under this Section. All costs for Work required by this Section shall be included in the applicable lump sum, unit price(s) or allowance(s) as set forth in Section 01 27 00 – Measurement and Payment.

1.03 RELATED SECTIONS

A. Section 01 29 10 – Schedule of Values

B. Section 01 32 30 – Job Photographs and Videos

C. Section 01 33 00 – Submittal Procedures

D. Section 01 78 40 – Records in Paper Formats

E. Section 01 78 42 – Records in Electronic Formats

F. Section 01 78 25 – Operations and Maintenance Manuals

1.04 REFERENCES

A. Archive: For the purposes of this Section, to Archive means to furnish as a final record document.

B. As-Built Drawings. The "As-Built Drawings" reflect the "as constructed" final product. These drawings shall use the same title blocks and sheet numbers as the original "Bid Set Drawings", with the exception that an "AB" is prefixed onto the original drawing number.

C. Final Copy Shop Drawing (FCSD): Final Copy Shop Drawing means the approved copy (Furnish as Submitted (FAS), Furnish as Noted (FAN), or Furnish as Corrected (FAC)) of the Shop Drawing as described in Section 01 33 00 - Submittal Procedures, corrected to reflect any deviations made for the installed condition showing the actual construction.

D. Conformed Drawings: The Conformed Drawings are the original Bid Set Contract Drawings modified to incorporate the changes made by addenda to the Invitation for Bids issued during the bid period.

E. Conformed Set Contract: The Conformed Set Contract is the original Bid Set Contract modified to incorporate the changes made by addenda to the Invitation for Bids issued during the bid period.

F. Bid Set Drawings (or Design Drawings): The Bid Set Drawings consist of the original Contract Drawings issued by DEP with the Invitation for Bids.

G. Bid Set Contract (including Addenda): The Bid Set Contract is the text of the original Contract (excluding Contract Drawings) issued by DEP with the Invitation for Bids, including any Addenda issued during the bid period.

H. Change Orders: The Change Orders include registered Change Order forms and the complete sets of attached text and/or drawings for all design and field Change Orders.

I. Operations and Maintenance Manuals: When specified, Operations and Maintenance Manuals ("O&M Manuals") shall be prepared by the Contractor in conformance with Section 01 78 25 - Operation and Maintenance Manuals. Final copies of the O&M Manuals shall be submitted in accordance with the requirements of this Section.

J. EPMIS: DEP's web-based Enterprise Project Management Information System ("EPMIS" or "the System") used to manage all Project communications, workflows and document submittals.

K. Key Documents: For purposes of this Section, Key Documents shall include, but not be limited to, the following items:

1. Signed copy of the Contract;

2. The Contractor's bonds;

3. Signed and submitted Bid Schedule of Prices;
4. DEP Award Folder contents;
5. Contract Notice of Award letter;
6. Notice to Proceed letter;
7. Approved Schedule of Values as described in Section 01 29 10 – Schedule of Values;
8. Written determination by the Engineer or Resident Engineer, as applicable, that the Work is substantially complete, as described in Article 14 of the Standard Construction Contract;
9. Final Approved Punch List
10. Final evaluation;
11. Final extension of time (if applicable);
12. Claim settlements (if applicable);
13. Certificate of Occupancy;
14. Warranties;
15. Structure Survey (per Article 9 of the General Conditions);
16. Regulatory Transition Plan (where applicable).

L. Job Photographs and Videos: The photographs and videos furnished in accordance with Section 01 32 30 – Job Photographs and Videos.

M. Additional Documents: Any additional documents that the Engineer directs to be furnished as a final record document in accordance with the requirements of this Section.

1.05 DESCRIPTION

A. Not Used.

1.06 QUALITY ASSURANCE

A. Project records in electronic and paper formats shall be submitted in conformance with the following Specification Sections, as applicable:

1. All records in electronic format shall be produced in conformity with Section 01 78 42 – Records in Electronic Formats.
2. All records in paper formats shall be produced in conformity with Section 01 78 40 – Records in Paper Formats.

1.07 SUBMITTALS

A. Format

1. The Contractor shall submit the final record documents in electronic and paper formats, according to the requirements of Table 1 – Summary of Final Record Documents to be Furnished, attached at the end of this Section.

B. Quantities

1. The quantities and formats to be furnished for each Final Record Document shall be as shown in Table 1.

1.08 DELIVERY, STORAGE, AND HANDLING

A. Final Record Documents shall be delivered to the Engineer.

1.09 SPARE PARTS, SPECIAL TOOLS, AND SUPPLIES

A. Not Used

1.10 WARRANTY

A. Not Used

PART 2 PRODUCTS

2.01 MANUFACTURERS

A. Not Used

2.02 MATERIALS / EQUIPMENT

A. Not Used

2.03 FABRICATION / ASSEMBLING / FINISHES

A. Not Used

2.04 SOURCE QUALITY CONTROL / SHOP TESTS

A. Not Used

PART 3 EXECUTION

3.01 EXAMINATION / PREPARATION

A. Not Used

3.02 IMPLEMENTATION

A. As-Built Drawings

1. The Contractor shall create an As-Built Drawing Set by revising the Conformed Drawings in .DWG or .RVT or in some cases a combination of both formats conforming to ISO 13567 and the NYCDEP BIM/CAD Standard Manual. If no Conformed Drawings were created, then the Contractor shall use the original Bid Set Drawings. When using the Conformed Drawings, the Contractor shall independently confirm that the changes made by the Addenda to the original Bid Set Drawings were correctly reflected in the Conformed Drawings. Files submitted in .DWG or .RVT format will be bound to include all related matter (e.g., base files, font

files and shapes). If submitting in .RVT format, the file must contain the 3D discipline models, discipline links, and all associated drawing sheets. Each file shall be viewable and printable in its entirety without recourse to external files. In addition to .DWG or .RVT or a combination of both formats of deliverables, the Contractor shall also submit a point cloud deliverable, supplied in industry-standard formats such as .RCP/.RCS, and shall accurately capture the completed conidtions of the project and be aligned to the established Project coordinate system.

2. The Contractor shall use the information compiled during construction to create an As-Built Drawing Set. The Contractor shall document any deviations and/or changes from the configurations shown on the original Contract Drawings or revised drawings issued during the course of executing the Work including Change Orders, Design During Construction (DSDC) memoranda and Requests for Information (RFIs). These deviations and/or changes shall generally relate to topographic features, relocation of structures, or locations of underground items such as pipelines, duct banks, manholes or footings. Survey distances, coordinates and/or elevations shall be included to accurately locate all such items. All deviations and/or changes shown shall be field verified.

3. The Contractor should have the electronic files of the Contract Drawings. However, should the Contractor require an additional copy, the Engineer will supply the Contract Drawings in AutoCAD files upon written request, if such copies are available. The AutoCAD files will consist of a bound set of drawings.

4. Drawing Size – The As-Built Drawings are to be the same size as the full size Contract Drawings (22-inches by 34-inches).

5. The new As-Built Drawing number shall be generated as per the following steps:

    a. The As-Built Drawing number is the original Bid Set Drawing number prefixed by an “AB” for As-Built.

        1) Example: If the drawing number for a Contract Drawing is 36G-02S-14, the As-Built Drawing number will be “AB-36G-02S-14”.

    b. If a new drawing is produced, its number can be added to the end of the series (i.e., if 14 is the last drawing in the series, then the first new drawing becomes 15; the second new one becomes 16, etc.).

    c. If a new drawing is inserted into the middle of a series, it is assigned a letter suffix starting with A (i.e., 02A, 02B, etc.).

        1) Example: If the drawing number for a Contract Drawing is 36G-02S-02, the new, additional As-Built drawing will be numbered “AB-36G-02S-02A”.

6. Designation – The designation “As-Built Drawing” is to be added to the drawing. Insert the words “As-Built Drawing” above the title box in the right hand corner of the drawing. (Do not include the quotation marks in “As-Built Drawing” when marking the drawing.)

7. Modifying the Contract Drawings – Prior to submitting an As-Built Drawing made from a Contract Drawing for review and acceptance, the Contractor is to create a “clean” finished copy of the drawing by undertaking the following:

   a. Remove all signatures and certifications from the Contract Drawing

   b. Remove all previous revisions and references from the revision boxes

   c. Remove the Professional Engineers seal, Engineer’s company names, and any initials from the drawing title block

   d. Modify all of the original title boxes to show the Contractor information including the name of the Contractor and the date.

   e. Remove all previous markings (notes, revision indicators, balloons, submittal stamps, etc.) from the drawing.

8. Contractor’s Information – The Contractor’s name, address, contact information and date (month and year) the Project is completed is to be added to the drawing. Place this information in the title block in the space previously utilized for the Engineer’s name.

9. Adding Revisions – Items/areas changed are to be enclosed within a cloud line. The revision cloud layer is to be a 0.024-inch line thickness.

10. The Contractor shall submit copies of the As-Built Drawings for review and approval by the Engineer. These submittals shall show the deviations and changes from the original design drawings by using red-line mark-ups. The Contractor shall make modifications to the submitted As-Built Drawings as required by the Engineer. In the final, approved set of As-Built Drawings, the red lines shall be converted to black.

11. The final approved set of As-Built Drawings shall have the following statement on the cover sheet:

"These As-Built Drawings for Contract ###, as prepared by XYZ Company, have been prepared as Record Copy Drawings.”
The above statement shall be signed by the representative of the Contractor. The signer shall be identified along with the Contractor.

B. Final Copy Shop Drawings (FCSDs)

1. The Contractor shall furnish all FCSDs to DEP.

   a. The FCSD shall be the approved copy (FAS or FAC) of the Shop Drawing, corrected to reflect any deviations made for the installed condition showing the actual construction.

2. In addition to submitting the complete set of FCSDs as a final item at the end of construction, the Contractor shall prepare and submit FCSDs for approval on a continual basis during the performance of the Work when the particular item of Work for a FCSD has been completed. The Contractor shall submit the FCSD within thirty (30) days after the completion of the Work item.

3. The drawing revision boxes shall have all previous revisions and references removed from the drawings. The revision boxes shall indicate "Final Copy Shop Drawing."

4. Each drawing shall bear the original submittal file number, without the revision number, which shall be written in the lower right hand corner of a drawing above the title box. The file number shall also have a prefix, which identifies it as a FCSD.

    a. For example, if the file number for an approved Shop Drawing is 26 05 91-002, the FCSD will be numbered "FCSD-26 05 91-002",

5. Supporting Documentation: Supporting documentation shall bear the correlating FCSD file number so as to identify it. All supporting documentation (e.g., catalog cuts, test results, calculations, etc.) shall be submitted, together with the related FCSD so as to maintain a complete set of all documents submitted with each FCSD.

6. FCSD Submittal for Approval

    a. Two (2) paper prints of each FCSD full size where applicable shall be submitted for approval. The drawing shall be checked by the Resident Engineer against the field records and a copy shall either be stamped "Approved" or returned with comments for correction and re-submittal by the Contractor. The Contractor shall retain one (1) approved set of the FCSDs for use in submitting the entire set in paper and electronic copies.

C. Bid Set Contract

1. If the Contractor does not have a complete set of the original Bid Set Contract (including Addenda) in the original PDF format (non-scanned), it may request a set from the Engineer. Upon request, the Bid Set Contract and Addenda will be provided to the Contractor in PDF format if possible. If a PDF format is not available, then a paper copy set may be utilized. This may also be requested from the Engineer if required and shall be provided if possible.

2. The Contractor shall Archive the entire set of Contract Documents, except Contract Drawings, as discussed below. This set shall include all the sequential pages of the Contract Documents and shall include:

    a. Front and back covers

    b. Invitation for Bids

c. Information for Bidders

d. Table of Contents

e. Notice to Bidders

f. Standard Construction Contract

g. General Conditions

h. Schedule of Wage Rates

i. Specification Sections

j. Addenda

3. The signed (executed) parts of the Standard Construction Contract shall be included by the Contractor as part of the Key Documents.

D. Bid Set Drawings (Design Drawings).

1. The Bid Set Drawings shall be Archived. If the Contractor does not have a complete set of the original Bid Set Drawings in .DWG or .RVT format, the Contractor may request a set from the Engineer. If possible, the Bid Set Drawings will be provided to the Contractor in .DWG or .RVT format, bound with their respective data sets.

E. Conformed Set Contract

1. The Conformed Set Contract shall be Archived.

F. Conformed Drawings

1. The Conformed Drawings shall be Archived. If the Contractor does not have a complete set of the Conformed Drawings in the .DWG or .RVT format, it may request a set from the Engineer. If possible, the Conformed Drawings will be provided to the Contractor in .DWG or .RVT format, bound with their respective data sets.

G. Change Orders

1. All Change Orders (both field and design) produced during the construction of the Project shall be Archived.

H. Operations and Maintenance (O&M) Manuals

1. The O&M Manuals shall be Archived.

2. O&M Manuals should have been submitted and reviewed as part of the shop drawings submission and review process in accordance with Section 01 78 25 - Operations and Maintenance Manuals.

3. Final, approved copies of the O&M Manuals shall be furnished during the progress of the work in accordance with Section 01 78 25 - Operations and Maintenance Manuals. Additional electronic copies of each manual shall be submitted as part of the Final Record Documents.

I. Key Documents

1. Key Documents produced during the construction of the Project shall be Archived. They shall consist generally of the items defined above.

J. Additional Documents

1. Any Additional Documents such as Soil Classification Reports, Environmental Impact Statements, Site Assessments, Geotechnical Reports, permits and RFIs shall also be Archived when directed by DEP. If the Contractor does not have copies of any documents, they will be provided by the Engineer, when possible, in electronic or paper format.

K. Job Photographs and Videos

1. Job Photographs and Videos produced during the performance of the Work shall be Archived.

3.03 FIELD TESTING / QUALITY CONTROL

A. Not Used

3.04 STARTUP / DEMONSTRATION

A. Not Used

3.05 ADJUSTING / PROTECTION / CLEANUP

A. Not Used

END OF SECTION

Table 1
Summary of Final Record Documents to be Furnished

Final Record Document Type	EPMIS	Electronic (USB Drive)	Paper
As-Built Drawings	1 set (PDF/A & AutoCAD)	4 sets (PDF/A & AutoCAD)	2 sets
Final Copy Shop Drawings	1 set (PDF/A & AutoCAD)	4 sets (PDF/A & AutoCAD)	1 set
Conformed Drawings	1 set (PDF/A & AutoCAD	4 sets (PDF/A & AutoCAD)	NA
Bid Set Drawings	1 set (PDF/A & AutoCAD)	4 sets (PDF/A & AutoCAD)	NA
Bid Set Contract (including Addenda)	1 set (PDF/A)	4 sets (PDF/A)	1 set
Conformed Contract	1 set (PDF/A)	4 sets (PDF/A)	NA
Change Orders (Text & Drawings) (Design & Field)	1 set (PDF/A)	4 sets (PDF/A)	NA
O&M Manuals	1 set (PDF/A)	6 sets (PDF/A)* 2 compilation sets*	4 sets *
Key Documents	1 set (PDF/A)	4 sets (PDF/A)	NA
Additional Documents	1 set (PDF/A)	4 sets (PDF/A)	NA
Job Photographs	1 set (TIFF)	2 sets (TIFF)	NA
Job Videos	1 Set (MPEG 2)	2 Sets (MPEG 2)	NA

* Each paper copy of an O&M manual shall have an eletronic copy of the Manual in a fitted sleeve attached on the inside of the front cover of the binder for the Manual. These shall be furnished to the Operating Bureau in accordance with the requirements Section 01 78 25 - Operation and Maintenance during the progress of the work. Two extra eletronic sets of each manual or two compilation sets be furnished as part of the Final Record Documents.

SECTION 01 78 40 – RECORDS IN PAPER FORMATS
CONTRACT PS-318

PART 1 GENERAL

1.01 SUMMARY

A. This Section describes the requirements for all Final Record Documents to be produced in paper formats.

B. Expected longevity of paper documents without significant deterioration under normal use and storage conditions.

C. Properties of the paper and of the printing processes, and the tests required to demonstrate these properties.

D. The following index of this Section is presented for convenience:

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2.04	Source Quality Control / Shop Tests	5
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3.01	Examination / Preparation	5
3.02	Application	5
3.03	Field Testing / Quality Control	5
3.04	Startup / Demonstration	5
3.05	Adjusting / Protection / Cleanup	5

1.02 PAYMENT

A. No separate payment shall be made for performing any Work required under this Section. All costs for Work required by this Section shall be included in the applicable lump sum, unit price(s) or allowance(s) as set forth in Section 01 27 00 – Measurement and Payment.

1.03 RELATED SECTIONS

A. Section 01 78 25 - Operations and Maintenance Manuals

B. Section 01 78 39 - Final Record Documents

1.04 REFERENCES

A. Definitions:

1. Small-Format Documents: eleven (11) inches by seventeen (17) inches or smaller

2. Large-Format Documents: larger than eleven (11) inches by seventeen (17) inches

B. Reference Standards:

1. ANSI/NISO Z39.48 - Permanence of Paper for Publications and Documents in Libraries and Archives

1.05 DESCRIPTION

A. Final Record Documents

B. For the Final Record Documents specified in Section 01 78 39 - Final Record Documents, the following directions shall apply.

1. Drawings

a. As specified in Section 01 78 39 - Final Record Documents, provide full size, paper copies of the Final Copy Shop Drawings and As-Built Drawings (if required).

1) Bid Set and Conformed Drawings are not required to be furnished as paper copies but shall be furnished as part of the electronic archives.

b. Paper copies are to be produced from the electronic copies.

2. Bid Set - Contract

a. A single set of the Bid Set Contract in paper format shall be provided by the Contractor, and it shall be identical to the copy distributed for bid. They shall be furnished as bound volumes.

b. All Addenda shall be produced in paper format by the Contractor. Each Addendum shall be bound separately and include all attachments including sketches and drawings. Drawings shall be attached using half-size drawings (11 inches x 17 inches).

3. O&M Manuals

a. As required in Section 01 78 25 - Operations and Maintenance Manuals, submit hard bound copies and electronic copies of each O&M Manual during the progress of the Work.

b. No additional paper copies are required to be submitted as part of the Final Record Documents.

4. Key Documents

a. Key Documents, as defined in Section 01 78 39 - Final Record Documents, are not required to be produced in paper format.

5. Change Orders

a. Change orders are not required to be produced in paper format.

6. Job Photographs

a. The job photographs are not required to be produced in paper format for purposes of the Final Record Documents.

7. Additional Documents

a. Additional Documents are not required to be produced in paper format.

1.06 QUALITY ASSURANCE

A. Testing

1. Test Method: All printing processes and materials used to produce the documents covered by this Section shall be tested periodically to ensure proper function, using the National Archives and Records Administration Technical Information Peel Test.

2. Test Frequency: All printing processes and materials used to produce the documents covered by this Section shall be tested not less than twice a day, once at the beginning of the work day, and once at the end of the work day.

B. Inspections

1. DEP may carry out inspections of the production facilities without notice.

1.07 SUBMITTALS

A. Paper Certification: All documents covered by this Section shall be accompanied by a certification from the manufacturer of the paper that it complies with ANSI/NISO Z39.48.

B. Printing Test Certification: The organization that operates the printing processes and materials used to produce the documents covered by this Section shall submit the following documentation as proof that the tests have been carried out:

1. An affidavit, signed by the supervisor responsible for the production area, certifying that the tests have been performed in accordance with the procedures described in the National Archives and Records Administration Peel Test.

2. All of the Peel Test targets actually used to perform the tests.

1.08 DELIVERY, STORAGE, AND HANDLING

A. Not Used

1.09 SPARE PARTS, SPECIAL TOOLS, AND SUPPLIES

A. Not Used

1.10 WARRANTY

A. Not Used

PART 2 PRODUCTS

2.01 MANUFACTURERS

A. Not Used

2.02 MATERIALS / EQUIPMENT

A. Properties of Paper

1. All paper used for documents covered by this Section shall conform to the standards of ANSI/NISO Z39.48, as amended herein, for pH, tear resistance, alkaline reserves and paper stock.

2. Paper Stock

a. Uncoated paper shall be used.

b. Uncoated paper shall not be less than twenty four (24) pounds basis weight.

B. Printing Processes

1. Small Format Documents, With Color Images and with Black and White Images

a. Only electro-photographic printing shall be used. When color electro-photographic printing is used, the process shall be certified by the manufacturer of the printer as not soluble in water, chemically stable, and resistant to fading, for a period of not less than fify (50) years. All documents printed using a color electro-photographic printer shall be accompanied by a certification from the manufacturer of the printer that the process is in compliance with this requirement.

2. Large-Format Documents, With Black and White Images

a. Only electro-photographic printing shall be used. Large-Format Documents shall be printed in black and white, unless color is an essential information component of the document. An example of documents where color may be an essential information component is a topographic drawing produced from data in a Geographic Information System. Color prints, when required, shall comply with the provisions specified below.

3. Large-Format Documents, With Color Images and with Black and White Images

a. Either electro-photographic or inkjet printing shall be used. When inkjet printing is used, a formulation of ink shall be used that is

certified by the manufacturer of the printer as not soluble in water, chemically stable, and resistant to fading, for a period of not less than fifty (50) years. All documents printed using an inkjet printer shall be accompanied by a certification from the manufacturer of the inks that the inks are in compliance with this requirement.

2.03 FABRICATION / ASSEMBLING / FINISHES

A. Not Used

2.04 SOURCE QUALITY CONTROL / SHOP TESTS

A. Not Used

PART 3 EXECUTION

3.01 EXAMINATION / PREPARATION

A. Not Used

3.02 APPLICATION

A. Not Used

3.03 FIELD TESTING / QUALITY CONTROL

A. Not Used

3.04 STARTUP / DEMONSTRATION

A. Not Used

3.05 ADJUSTING / PROTECTION / CLEANUP

A. Not Used

END OF SECTION

NO TEXT ON THIS PAGE

SECTION 01 78 42 – RECORDS IN ELECTRONIC FORMATS
CONTRACT PS-318

PART 1 GENERAL

1.01 SUMMARY

A. This Section describes the requirements for the electronic records for the items specified in Section 01 78 39 - Final Record Documents

B. This Section does not cover digital objects which include a time base correction code (e.g., analogue or digital video recordings, analog or digital audio recordings, instrumentation data feeds, etc.), or geo-coded objects (produced by Geographic Information Systems (GIS)).

C. This Section does not cover digital records stored in EPMIS.

D. Exhibit A – Folder Structure

E. The following index of this Section is presented for convenience:

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3.05	Adjusting / Protection / Cleanup	6

1.02 PAYMENT

A. No separate payment shall be made for performing any Work required under this Section. All costs for Work required by this Section shall be included in the applicable lump sum, unit price(s) or allowance(s) as set forth in Section 01 27 00 – Measurement and Payment.

1.03 RELATED SECTIONS

A. Section 01 32 30 - Job Photographs and Videos

B. Section 01 78 39 - Final Record Documents

1.04 REFERENCES

A. ANSI/AIIM MS44 – Recommended Practice for Quality Control of Image Scanning

B. ANSI/AIIM MS52 – Recommended Practice for the Requirements and Characteristics of Original Documents Intended for Optical Scanning

C. ANSI/AIIM TR34 – Sampling Procedures for Inspection by Attributes of Images in Electronic Image Management and Micrographic Systems

D. ISO 19005-1 - Document Management -- Electronic document file format for long-term preservation - Part 1: Use of PDF 1.4 (PDF/A-1).

1.05 DESCRIPTION

A. Archive: For the purposes of this Section, to Archive shall mean to furnish as a Final Record Document.

B. Metadata: Metadata is commonly defined as “data about data.” For the purposes of this Section, Metadata refers to the “descriptive metadata” that describes the content and form of the construction records known as Final Record Documents (i.e. contract name, document date, construction phase, engineer of record, etc.) and supports the discovery (searching) and identification of the resources.

C. Portable Document Format-Archival (PDF/A): A standard that identifies a "profile" for electronic documents that ensures the documents can be reproduced the exact same way. A key element to this reproducibility is the requirement for PDF/A documents to be 100% self-contained. All of the information necessary for displaying the document in the same manner every time is embedded in the file. This includes, but is not limited to, all content (text, raster images and vector graphics), fonts, and color information. A PDF/A document is not permitted to be reliant on information from external sources (e.g. font programs and hyperlinks).

1.06 QUALITY ASSURANCE

A. Not Used

1.07 SUBMITTALS

A. Not Used

1.08 DELIVERY, STORAGE, AND HANDLING

A. Not Used

1.09 SPARE PARTS, SPECIAL TOOLS, AND SUPPLIES

A. Not Used

1.10 WARRANTY

A. Not Used

PART 2 PRODUCTS

2.01 MANUFACTURERS

A. Not Used

2.02 MATERIALS / EQUIPMENT

A. File Transfer Media

1. The current file transfer medium is a waterproof USB solid state drive (SSD) also known as a flash drive. Alternative file transfer media may be used, at the discretion of DEP.

2. The USB SSD used for producing the electronic Archives shall be:

a. Corsair Flash Survivor USB 3.0 with 256 gigabytes storage

b. Or approved equal.

2.03 FABRICATION / ASSEMBLING / FINISHES

A. Not Used

2.04 SOURCE QUALITY CONTROL / SHOP TESTS

A. Not Used

PART 3 EXECUTION

3.01 EXAMINATION / PREPARATION

A. Source of Electronic Records

1. In preparing the electronic records, the Contractor shall make every reasonable effort to obtain from the originator (e.g., the manufacturer) documents in their original electronic format and incorporate these in the Final Record Documents. Subject to the approval of the Engineer, electronic records may be scanned from a paper version only when the Contractor cannot obtain the electronic version from the originator.

B. Metadata

1. For each type of Final Record Document, a Metadata table shall be prepared in Microsoft Excel which will furnish the specified data for that document. The data elements shall be furnished to the Contractor by DEP prior to production of the Final Record Documents USB SSD.
2. The Metadata Excel tables shall be utilized as the Final Record Document Log. Templates for the Metadata Excel table for each Final Record Document will be provided by the DEP.
3. The Metadata Excel Table shall be included in the USB SSD of each Final Record Document type and shall serve as an index for the files of the record in the USB SSD. Each file indexed in the Metadata Table shall be hyperlinked so that clicking on the file name opens that file. The filenames given on the Metadata Table must exactly match the files on the USB SSD to which they are hyperlinked.
4. A sample Metadata Excel table will be provided by DEP.

C. File Compression, File Formats, and Quality Control

1. File compression is not permitted for any of the files in any format.
2. File formats acceptable to DEP are ISO 19005-1 Portable Document Format-Archival (PDF/A); Tagged Image File Format (TIFF), version 6.0 ("II" format); AutoCAD and Revit. All files shall be delivered to DEP with file names that use the default file extension for each of the above formats.
3. Portable Document Format-Archival (PDF/A)
    a. Security Settings: Records converted to PDF/A must have all security settings deactivated (e.g., encryption, master passwords, and/or permissions) prior to transfer to DEP. Deactivating security settings ensures DEP's ability to support long term migration and preservation of the records.
    b. Review of Special Features: Because of the complexities associated with certain PDF features, DEP will review PDF/A records containing special features on a case-by-case basis when the records are scheduled. Examples of special features include but are not limited to: digital signatures; links to other documents, files or sites; embedded files (including multimedia objects); form data; comments and/or annotations.
    c. Fonts: Electronic records that have been converted to PDF/A from their native electronic formats must have all fonts referenced in the record embedded within the PDF file to guarantee the visual reproduction of all text as created. This requirement is met by having, as a minimum, subsets of all referenced fonts embedded within the PDF/A file. All fonts embedded in PDF/A records must be publicly identified as legally embeddable (i.e., font license

permits embedding) in a file for unlimited, universal viewing and printing;

d. Scanning Production Requirements: Records converted from scanned images also must adhere to the production requirements described in Paragraph 6 below.

4. Tagged Image File Format (TIFF)

a. In the "II" format (i.e., little-endian), byte order is always from the least significant byte to the most significant byte.

5. Vector Drawings

a. Each vector drawing produced by Computer-Assisted Design (CAD) system shall be delivered to DEP in two different file formats: Native AutoCAD or Revit; and PDF/A.

b. Drawings will be "bound" to include all related matter, such as base files, font files, and shapes. Each file shall be viewable and printable, in its entirety, without recourse to external matter.

6. Text Files

a. The file format for all text files, whether converted from office automation systems or scanned, is PDF/A.

b. The quality of documents to be scanned shall be governed by ANSI/AIIM MS52 "Recommended Practice for the Requirements and Characteristics of Original Documents Intended for Optical Scanning".

c. Quality Control in the scanning process shall follow the practices established in ANSI/AIIM MS44 "Recommended Practice for Quality Control of Image Scanning" and ANSI/AIIM TR34 "Sampling Procedures for Inspection by Attributes of Images in Electronic Image Management and Micrographic Systems". The sampling rates for each type of Quality Control (visual and printed) shall be established by written agreement with DEP. The Subcontractor producing Final Record Documents shall supply a description of the Quality Control inspection performed as part of the scanning process and a report on the results of the last inspection performed on the images and the date of that inspection.

d. Documents shall be scanned using equipment and scanning parameters sufficient to ensure full reproduction of all significant detail in the documents, such as (but not limited to) curved lines and fill in drawings, color and tonal gradations in photographic images, the smallest printed text, handwritten notes, and signatures. Records may be scanned in bitonal (1-bit) mode and 300 pixels per inch (ppi) or better only when the records consist exclusively of clean printed

type possessing high inherent contrast (e.g., laser printed or typeset on a white background). Records shall be scanned in gray scale (8-bit) and 300 ppi or better when the records consist of textual documents of poor legibility because of low inherent contrast, staining or fading (e.g., carbon copies, thermofax, or documents with handwritten annotations or other markings), or that contain halftone illustrations or photographs. Records shall be scanned in color (24-bit RGB) and 300 ppi or better when the records contain color information important to interpretation or content.

7. Digital Photographs

   a. The file format for digital photographs is TIFF.

   b. Photographic (raster) images shall be produced directly by digital cameras.

   c. Digital cameras shall produce records with true optical resolution. Images shall not be resized or interpolated to a higher resolution from a lower resolution.

   d. Photographic images shall be provided as continuous-tone (8-bit) gray scale or color (24-bit or 48-bit RGB) raster images.

   e. Digital camera files shall be captured as specified in Section 01 32 30 - Job Photographs and Videos.

3.02 IMPLEMENTATION

A. Not Used

3.03 FIELD TESTING / QUALITY CONTROL

A. Not Used

3.04 STARTUP / DEMONSTRATION

A. Not Used

3.05 ADJUSTING / PROTECTION / CLEANUP

A. Not Used

END OF SECTION

EXHIBIT A

USB SSD Folder Structure

The USB SSD shall have a folder structure similar to the ones shown below.

For a USB SSD with one set of Final Record Documents

"Contract PS-318 – Bid Drawings (PDF Files)
Metadata Table- Contract PS-318 – As-Built Drawings - PDF.xls"

For a USB SSD with more than one set of Final Record Documents:

"Contract PS-318 – Bid Drawings (PDF)
Contract PS-318 – Bid Drawings (PDF Files)
Metadata Table- Contract PS-318 – As-Built Drawings - PDF.xls"
"Contract PS-318 – Bid Drawings (AutoCAD or Revit)
Contract PS-318 – Bid Drawings (AutoCAD or Revit Files)
Metadata Table- Contract PS-318 – As-Built Drawings - AutoCAD.xls or Revit.xls"

NO TEXT ON THIS PAGE

SECTION 01 79 05 – EQUIPMENT START-UP AND TRAINING
CONTRACT PS-318

PART 1 GENERAL

1.01 SUMMARY

A. Section Includes:

1. Representatives of Equipment Manufacturers
2. Start-up Services
3. Training of plant personnel
4. Lesson plans
5. Training aids
6. Qualifications of training specialists

B. The following index of this Section is presented for convenience:

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1.02 PAYMENT

A. No separate payment shall be made for performing any Work required under this Section. All costs for Work required by this Section shall be included in the applicable lump sum, unit price(s) or allowance(s) as set forth in Section 01 27 00 – Measurement and Payment.

1.03 RELATED SECTIONS

A. Section 01 27 00 – Measurement and Payment

B. Section 01 75 10 – Preliminary and Final Field Tests

1.04 REFERENCES

A. Not Used

1.05 DESCRIPTION

A. Representatives of Equipment Manufacturers:

1. The Contractor shall provide the services of qualified factory trained representatives of the equipment manufacturers, who shall provide the following services:

a. Supervise and assist in the installation of the equipment to ensure a proper installation of the equipment.

b. Check the installation of the equipment and make all necessary adjustments prior to placing the equipment in service.

c. Supervise the preliminary and final equipment and system field test work specified in Section 01 75 10 - Preliminary and Final Field Tests.

1) Additional acceptance testing supervision resulting from the failure to meet the specified performance requirements shall be at the Contractor's expense.

d. Conduct training of DEP personnel as specified herein. One (1) day of training by a manufacturer's representative shall be defined as a minimum of eight (8) hours on-Site.

2. The manufacturers' representatives shall devote, at a minimum, the amount of full time specified under the Contract Documents.

3. The Contractor shall coordinate all equipment start-up services and training with the DEP, the Engineer and the manufacturers.

B. Start-Up Services:

1. The equipment start-up and initial operating period shall begin after satisfactory completion and acceptance of the preliminary and final equipment field tests and preliminary system field tests. The start-up and initial operating period shall demonstrate that the equipment functions as specified and shown under actual operating conditions by operating continuously for at least twenty-eight (28) days with no more than twenty-four (24) hours of total down time and no more than four (4) unscheduled shutdowns. Equipment start up and initial operating period shall be complete after a minimum of twenty-eight (28) days of continuous

operation and when the manufacturer and the Engineer have mutually agreed that the equipment is in suitable condition for continuous operation.

2. During the equipment start up and initial operating period, the Contractor shall furnish the services of factory trained specialists of the equipment manufacturers for the equipment to assist in the start-up and operation of the equipment.

C. Training:

1. As part of these services, DEP will provide the necessary personnel to be trained in the operation and maintenance of the equipment. Training shall occur after the initial operational period is complete.

2. The training shall consist of both classroom and field instruction. The purpose of field instruction shall be to reinforce topics covered in the classroom and to identify the location of any valves, pushbuttons, control panels switches, and other equipment required for operation; and to identify the location of any maintenance equipment such as grease fittings, oilers, isolation valves, safety lockout switches, and other equipment.

3. All training shall take place at the Work Site at a place specified by DEP and shall be conducted by qualified training specialists.

4. Separate training sessions shall be conducted for DEP mechanical operations and maintenance personnel and for DEP electronic and electrical maintenance personnel.

5. The Contractor shall coordinate the manufacturers training services with DEP and the Engineer, providing a minimum of fourteen (14) days prior notice of training, subject to the approval of the Engineer and DEP.

6. In order to provide training for an adequate number of DEP operation and maintenance personnel, a minimum of two (2) 8-hour training days shall be provided for each item of equipment, unless otherwise specified in the Contract Documents.

7. Training shall be limited to no more than three (3) days per week. No training shall be conducted on Mondays and Fridays.

8. The Contractor shall deliver all training material to the Engineer and the DEP a minimum of fourteen (14) days prior to the scheduled training.

D. Lesson Plans:

1. The Contractor shall submit the equipment manufacturer's lesson plans, which shall include specific information about each item of equipment or equipment system, including controls. Lesson plans shall include but not be limited to the following information and meet the following requirements:

a. The Contractor shall submit the equipment manufacturer's lesson plans for approval by the Engineer no less than sixty (60) days prior to the date that the training is to take place.

b. Lesson plans shall indicate the estimated duration of each segment of the training and the training audience that the instruction is to address. The training audience refers to DEP mechanical operation and maintenance personnel and DEP electronic/electrical maintenance personnel, as appropriate.

c. The lesson plan shall indicate when training aids are used or referred to during the course of instruction.

d. An outline of required lesson plan contents is included below:

2. Equipment Description:

   a. Purpose and function of equipment and auxiliary equipment and systems.

   b. Physical arrangement of equipment components and electrical supply.

   c. General function of controls, including automatic and manual operation, interlocks, and shutdowns.

3. Equipment Operation:

   a. Operating requirement for equipment to perform satisfactorily.

   b. Typical operating characteristics.

   c. Start-up and shutdown procedures.

   d. Use of controls.

4. Equipment Monitoring:

   a. Recommended routine instrument readings and operational checking.

   b. Early warning signs of developing operational or equipment problems.

   c. Procedures for handling non-routine problems such as alarms, power failures, component failures, etc.

5. Equipment operational trouble-shooting procedures.

6. Safety and Housekeeping:

   a. Safety features of the equipment.

   b. Safe practices.

   c. Housekeeping practices.

7. Description of the use of the equipment manufacturer's O&M Manual as regards operation.

8. Preventive Maintenance Requirements:
   a. Maintenance needs for equipment.
   b. Identification of procedure to satisfy maintenance need (relate to equipment manufacturer's O&M Manual, which should have detailed descriptions of maintenance procedures).
   c. Outline or summarize procedures.
   d. Recommended schedule for performing preventive maintenance.
   e. Provide preventive maintenance record forms (if available).

9. Maintenance Inspection Program:
   a. Parts, components and areas of equipment to inspect for routine preventive maintenance.
   b. Recommended frequency of inspection.
   c. Inspection procedures.
   d. Problem identification.

10. Maintenance Trouble-shooting:
   a. Sections in O&M Manual detailing trouble-shooting procedures.
   b. Summarize trouble-shooting procedures.
   c. Testing equipment used in trouble-shooting.
      1) Demonstration of use of specialized testing equipment if supplied with equipment.
      2) Other testing equipment.
   d. Tests used to verify trouble-shootings findings.

11. Disassembly and Assembly:
   a. Summarize disassembly and assembly procedures.
   b. O&M Manual coverage of subject.
   c. Testing to verify success of corrective maintenance.

12. Equipment Calibration:
   a. Calibration needs and tolerances.
   b. Calibration equipment.
   c. O&M Manual listing of calibration ranges, tolerances and settings.

13. Name, address and telephone number of nearest parts supply house and nearest repair service center.

14. Warranty information and service contract description, if applicable.

E. Training Aids:

1. Training aids shall be used as an integral part of the training program. Training aids shall include text and/or pictorial handouts specific to the equipment supplied. Handouts shall be legible and printed on good quality stock. Handouts shall be submitted when lesson plans are submitted.

2. Additional training aids shall be used for maximum training effectiveness and shall include the following as appropriate:

   a. Audio-visual aids, for example, videos, PowerPoint presentations, flow charts, posters, diagrams, and catalogue cuts.

   b. Models and samples, for example, cutaways, spare parts, tools, miniature models, equipment assemblies, and damaged parts.

3. The use of additional training aids shall be identified in the lesson plan, and a description of the additional training aids shall be given.

1.06 QUALITY ASSURANCE

A. The Contractor shall submit the equipment manufacturer's documentation of the qualifications of their proposed training specialists for approval by the Engineer sixty (60) days prior to the date of proposed training. The documentation shall include the experience of the training specialists in operation and maintenance of the equipment and a summary of training experience.

B. Only those training specialists whose qualifications have been approved by the Engineer shall conduct training.

1.07 SUBMITTALS

A. Not Used

1.08 DELIVERY, STORAGE, AND HANDLING

A. Not Used

1.09 SPARE PARTS, SPECIAL TOOLS, AND SUPPLIES

A. Not Used

1.10 WARRANTY

A. Not Used

PART 2 PRODUCTS

2.01 MANUFACTURERS

A. Not Used

2.02 MATERIALS / EQUIPMENT

A. Not Used

2.03 FABRICATION / ASSEMBLING / FINISHES

A. Not Used

2.04 SOURCE QUALITY CONTROL / SHOP TESTS

A. Not Used

PART 3 EXECUTION

3.01 EXAMINATION / PREPARATION

A. Not Used

3.02 APPLICATION

A. Not Used

3.03 FIELD TESTING / QUALITY CONTROL

A. Not Used

3.04 STARTUP / DEMONSTRATION

A. Not Used

3.05 ADJUSTING / PROTECTION / CLEANUP

A. Not Used

END OF SECTION

NO TEXT ON THIS PAGE

PART 1 GENERAL

1.01 SUMMARY

A. This Section describes the Commissioning requirements of this Project. This Section includes requirements for commissioning of facilities and facility systems to verify compliance with design, including optimum energy efficient operations. This Section includes requirements for commissioning activities and documentation in compliance with the sustainability certification system used.

B. Commissioning does not take away from, or reduce, the Contractor's responsibility to provide a finished and fully functioning product and installation as per the Contract Documents.

C. This Section will in no way diminish the responsibility of the Contractor in performing all aspects of work and testing as outlined in the Contract Documents. Any requirements outlined in this Section are in addition to requirements required in the Contract Documents.

D. Section Includes

1. Building commissioning of the following systems:
    a. Below Grade Waterproofing Systems
    b. HVAC
        1) HVAC components and equipment.
        2) HVAC system: interaction of cooling, heating, and comfort delivery systems.
    c. Lighting
        1) Indoor Lighting Control System and interface with daylighting.
        2) Outdoor Lighting Control System
    d. Process Systems
        1) Sewage Pumping System
    e. Domestic hot water systems.
2. Building commissioning activities and documentation in support of the Institute for Sustainable Infrastructure Envision Rating System
    a. Commissioning activities and documentation for the Envision section "Resource Allocation" credit "RA2.4 Commission and Monitor Energy Systems" – Documentation

E. Attachments

1. Attachment A: Equipment and System Schedule

F. The following index of this Section is presented for convenience:

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1.02 PAYMENT

A. No separate payment shall be made for performing any Work required under this Section. All costs for Work required by this Section shall be included in the applicable lump sum, unit price(s) or allowance(s) as set forth in Section 01 27 00 – Measurement and Payment.

1.03 RELATED SECTIONS

A. Section 01 32 10 - Progress Scheduling

B. Section 01 78 24 – Spare Parts and Maintenance Materials

C. Section 01 78 25 – Operations and Maintenance Manuals

D. Section 01 79 05 – Equipment Start-up and Training

1.04 REFERENCES

A. Not Used

1.05 DESCRIPTION

A. Commissioning Plan

1. The Commissioning Plan provides guidance in the execution of the commissioning process. After the initial construction phase Commissioning kickoff meeting, the Contractor will update the plan. This plan is a living document that must evolve and expand as the Project progresses.

2. The Commissioning Plan shall include:

a. Description of the facility and Project.

b. Description of the commissioning process and associated deliverable documents.

c. Description of equipment and systems to be commissioned.

d. Description of schedules for testing procedures along with identification of parties involved in performing and verifying tests.

e. Sampling frequency for equipment to be tested.

f. Identification of prerequisites/tasks that must be completed before the next operation can proceed.

g. Organization Chart and Contact List.

h. Description of roles and responsibilities of Commissioning team members.

i. Description of observations to be made and reported on during testing and witnessing of testing by all parties involved in the Project.

B. Commissioning Schedule: Contractor shall provide construction schedules to DEP, in accordance with Section 01 32 10 - Progress Scheduling.

1. The Contractor shall develop and submit a schedule identifying the commissioning process and provide commissioning scheduling information to the Engineer for review and planning activities.

2. The Contractor shall incorporate the commissioning activities into the Project CPM schedule.

1.06 QUALITY ASSURANCE

A. The Contractor shall have a Commissioning Agent (CxA) on staff who shall be responsible for Commissioning issues compliance and coordination.

1. The CxA shall be a Professional Engineer with five (5) years of Commissioning experience on projects of similar complexity.

1.07 SUBMITTALS

A. Commissioning Kick-off Meeting Minutes.

B. Commissioning Plan

1. Submit within ninety (90) consecutive calendar days of Notice to Proceed.

2. Update as necessary during the work to reflect the progress on the components and systems.

C. Commissioning Schedule

1. Submit concurrent with Commissioning Plan.

2. Update as necessary during the Work to reflect the progress on the components and systems.

D. Functional performance test procedures and forms: Submit minimum thirty (30) calendar days prior to testing.

E. Deficiency Report and Resolution Record

1. Document items of non-compliance in materials, installation or operation. Document the results from start-up/pre-functional checklists, functional performance testing, and short-term diagnostic monitoring. Include details of the components or systems found to be non-compliant with the Contract Documents. Identify adjustments and alterations required to correct the system operation and identify who is responsible for making the corrective changes.

2. Update as necessary during the work to reflect the progress on the components and systems.

F. Final Commissioning Report

1. Compile a Final Commissioning Report. Summarize all of the tasks, findings, conclusions, and recommendations of the commissioning process. Indicate the actual performance of the facility systems in reference to the DEP's Project requirements and Contract documents. Include completed pre-functional inspection checklists, functional performance testing records, diagnostic monitoring results, identified deficiencies, recommendations, and a summary of commissioning activities.

G. Operation and Maintenance (O&M) Manual Submittals

1. Contractor shall provide O&M manuals to DEP, in accordance with Section 01 78 25 – Operations and Maintenance Manuals.

H. Training

1. Contractor shall provide training in accordance with Section 01 79 05 – Equipment Start-up and Training.

I. Spare Parts

1. Contractor shall provide spare parts to DEP, in accordance with Section 01 78 24 – Spare Parts and Maintenance Materials.

J. Envision Documentation related to commissioning. Format as required by Institute for Sustainable Infrastructure for submittal under the referenced rating system.

1.08 DELIVERY, STORAGE, AND HANDLING

A. Not Used

1.09 SPARE PARTS, SPECIAL TOOLS, AND SUPPLIES

A. Not Used

1.10 WARRANTY

A. Not Used

PART 2 PRODUCTS

2.01 MANUFACTURERS

A. Not Used

2.02 MATERIALS / EQUIPMENT

A. Not Used

2.03 FABRICATION / ASSEMBLING / FINISHES

A. Not Used

2.04 SOURCE QUALITY CONTROL / SHOP TESTS

A. Not Used

PART 3 EXECUTION

3.01 EXAMINATION / PREPARATION

A. Not Used

3.02 IMPLEMENTATION

A. Commissioning Process

1. The following provides an overview of the Commissioning tasks during Project construction and the general order in which they occur.

a. Construction-phase Commissioning begins with a Commissioning Kickoff Meeting, conducted by the CxA, where the Commissioning process is reviewed with all the Commissioning Team Members.

b. Additional meetings may be required throughout construction, scheduled by the CxA, with necessary parties attending to plan, scope, coordinate and schedule future activities and resolve open Issues.

c. The Engineer will review the Contractor submittals and provide comments to the Contractor for inclusion in their review. The reviewed submittals will include all commissioned equipment information, including detailed startup procedures, and coordination drawings that include commissioned equipment and Systems, control drawings and sequences, and interfaces and interlocks between Systems.

d. The CxA works with the CM and the Engineer in developing Pre-functional and Functional Test documentation formats.

e. Periodically throughout the construction process, the CxA will perform Site visits to observe component and System installations.

f. The checkout and performance verification generally proceeds from component level to equipment to Systems and intersystem levels. Pre-functional (Installation) Checklists are to be completed before Functional Performance Checklists.

g. The Contractor shall, with guidance from the CxA, execute and document the Pre-Functional (Installation) Checklists and perform startup and initial checkout of equipment and Systems. The CxA documents that the checklists and startup are completed according to the approved plans. This will include the CxA witnessing selected assembly markups, portions of the startup of selected equipment, and spot checking the Pre-Functional (Installation) Checklists.

h. The CxA develops specific equipment and system Functional Checklists. The Contractor receives a copy of the procedure through the Commissioner. The CxA may request additional design narrative from the Commissioner and Controls Contractor, depending on the completeness of the Basis of Design and sequences provided within the design documents.

i. The Functional Checklists are executed by the Contractor and witnessed and documented by the CxA.

j. Items of non-compliance in material, installation startup, and operation are corrected and the equipment or system is rechecked. The CxA will maintain an Issues Log to track Issues and Issue resolution.

k. The CxA will review the Operation & Maintenance documentation for completeness.

l. Completion of Commissioning is required for Substantial Completion.

m. The Final Commissioning Report shall be submitted to the Engineer within thirty (30) consecutive calendar days after Substantial Completion.

3.03 FIELD TESTING / QUALITY CONTROL

A. Not Used

3.04 STARTUP / DEMONSTRATION

A. Not Used

3.05 ADJUSTING / PROTECTION / CLEANUP

A. Not Used

END OF SECTION

Attachment A – Equipment and System Schedule

The following equipment and systems shall be commissioned in this Project.

System	Equipment	Check
HVAC System		
	Air handlers	
	Packaged AC units	
	Unit heaters	
	Exhaust fans	
	Supply fans	
Lighting Controls		
	Sweep or scheduled lighting controls	
	Daylight dimming controls	
	Lighting occupancy sensors	
Domestic Hot Water		
	Hot water heaters	
Main Sewage Pumping System		
	Influent Sluice Gates	
	Pumps	
	Piping	
	Valves	
	Control Panels	
Generator System		
	Generator	
	Control Panel	
	Fuel	
Security Camera System		
	Security Cameras and associated equipment	
Gas Detection System		
Fire Protection System		
	Sprinkler	
	Fire Alarm	
Motor Control Center		
Service Entrance Gears		

THE CITY OF NEW YORK

DEPARTMENT OF
ENVIRONMENTAL PROTECTION

Invitation for Bids for Furnishing all Labor and Material Necessary and Required for:

PS-318

Reconstruction of Paerdegat Pumping Station

Volume 2 of 3
Contract Terms and Specifications
(with separate Bid Booklet)

September 2026