REGION 11 DECK REPLACEMENTS
FOR 3 BRIDGES
(BRONX, KINGS, QUEENS)

PIN X807.23, Contract D900037

DB CONTRACT DOCUMENTS

PART 7
ENGINEERING DATA

Final January 10, 2017
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## I. REVISIONS

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II. GENERAL

The luminaire shall be of Lighting Emitting Diode (LED) type designed for underdeck mounting. The luminaire shall be UL listed and IP 66 classified enclosure also has to pass 3G vibration test. The enclosure shall be cast aluminum with integral weather tight LED driver compartments and high performance passive, not active (no fans, pumps or liquids) heat sinks specifically designed for LED lighting applications.

The luminaire shall be 105 Watt maximum, 140 Watt maximum or 55 Watt maximum for narrow underpasses, equipped with a built-in power driver, and shall be designed for operation on a 120 volt, 60 Hz and shall operate normally in temperatures from -20 degrees Celsius to 50 degrees Celsius.

The luminaire shall consist of housing with electrical components and an optical system.

The luminaire shall provide efficient even illumination, be optically sealed, mechanically strong, and easy to maintain. The driver components shall be mounted in a structurally sound manner within the housing of the luminaire, with provision made for optimum heat dissipation. The terminal board, fuse, and driver components shall be readily accessible, and the optical assembly shall be sealed against the entry of moisture, dirt, and insects.

The luminaire shall withstand severe outdoor conditions due to seasonal changes in temperature and shall be structurally capable of operating satisfactorily in winds of 80 miles per hour with 50% gust.

The wiring of the luminaire to the primary circuit shall be done at the terminal board in the power driver compartments. Housing shall be provided with an entry to securely connect 3/4" conduit.

The whole luminaire assembly shall be completely prewired, requiring only the connection of the primary circuit wires for its operation.

Hereafter in these specifications the expression "Subject to Approval" shall mean "Subject to Approval of Director, Division of Street lighting".

Any material may be substituted for a material specified herein provided that the substitute material is equal to or better than the material specified herein subject to approval.

All equipment shall be as specified herein or approved equal.

III. HOUSING

The luminaire housing shall consist of cast aluminum. The housing shall support the power driver, fuse, terminal board and 3/4" conduit connection. The luminaire shall be slim, low profile and easy mounting on wall or ceiling, the luminaire dimensions shall be 18" X 18" X 6" approximately.

All materials inside the housing shall be corrosion resistant, and shall have a protective coating providing a corrosion resistant finish. Metals in contact shall be compatible to prevent corrosion due to contact of dissimilar metals. The fastening arrangement shall be of corrosion resistant material, shall be such as to prevent relative motion between fastener members, and shall permit easy opening and closing of the power driver compartment assembly with snap action. A means shall be provided to prevent accidental opening of the fastening arrangement.

Upon closure, the hinge arrangement shall produce a lifting action to adequately seat the sealing gasket.

The fastening arrangement shall be simple but positive in the operation of keeping the power driver compartment assembly in closed position.
IV. MOUNTING HARDWARE

The mounting hardware required for attaching the luminaire to the underdeck structure or wall and for adjusting the luminaire about its longitudinal axis through an angle of (30 – 60) from horizontal, shall be furnished with the luminaire. Mounting hardware shall permit luminaire to be attached directly to underdeck or wall or suspended by rods from the ceiling. The mounting hardware, which shall include special bolts, nuts, washers, clamps channels, etc., where required, shall be corrosion resistant. The hardware shall assure rigid mounting, shall prevent rotation of the luminaire when attached, and shall be capable of adequately supporting the luminaire in winds of 80 miles per hour with 50% gust.

Suspension rods, girder clips, concrete inserts, anchors and expansion shields are not to be supplied with the luminaire.

V. LENSES

Each LED shall have a lens that will direct the output light in a way that the luminaire shall give the light distribution and luminaire efficiency as described under “PHOTOMETRIC REQUIREMENTS”. Lenses shall be of a material that will not attract dirt, withstand outdoor weather and ultra-violet stabilized with smooth outside surface. Lenses shall be completely sealed and shall be moisture proof and dirt proof.

VI. CASTINGS, HARDWARE, AND PAINTING

Castings may be die castings, permanent mold castings, or sand castings.

The aluminum die castings for luminaire components shall meet the provisions of the A.S.T.M. Specifications, Designation B85, alloy composition SG-1 00-B, Alcoa Alloy designation A-380-F, or equal.

The aluminum permanent mold castings for luminaire components shall be Alcoa Alloy designation A-132, A-356-T-6, or equal.

The aluminum sand castings for luminaire components shall be Alcoa Alloy designation A-356-T-6, 319, or equal.

Castings shall be clean and free from injurious defects and shall be painted on external surfaces as follows:

A coat of baked on epoxy base enamel, lacquer base enamel, alkyd enamel, or equal, shall be applied to give the castings an aluminum grey colored protective finish with good metal adhesion, having abrasion, corrosion and weather resistance and leaving no exposed metal. Same protective finish shall be applied to external surfaces of aluminum housing.

All screws, washers, and nuts shall be stainless steel, or steel of a corrosion finish.

VII. ELECTRICAL COMPONENT

The electrical components in the luminaire shall include an electronic power driver, fuse holder with fuse, 10 KA surge protection device, and terminal board with pressure type terminals, all to be prewired and tested at the point of manufacture. The LED power driver shall be 120– 277 Volt, 50/60 HZ class 1 LED driver for luminaries more than 100 Watt and class 2 driver for all luminaries less than 100 Watt, with power factor more than 90% and THD less than 20% of full load. Integral weather-tight electrical box for easy power hook-up. Voltage dips up to 20% below the nominal line volts of 120 shall not affect LED board power or cause luminaire to dim or fail.
The terminal board shall be equipped with two (2) clamp-type pressure terminals for connection to the phase leg and neutral of the primary circuit. The terminals shall be properly identified for connection, with notations on terminal board, color coding, or wiring diagram.

The whole luminaire assembly shall be completely prewired requiring only the connection of the primary circuit wires for its operation.

Wiring shall be #16 stranded wires, with silicone rubber insulation, fiberglass sheath and lacquer finish, or cross-linked polyethylene insulation of 105\(^\circ\) Celsius rating.

VIII. PHOTOMETRIC REQUIREMENTS

The luminaire shall have a total delivered light efficiency of not less than 90% of initial delivered lumens at 25000 hours of life of LEDs, and 70% of initial delivered lumens at 50000 hours of life of LEDs, measurements shall be done at 25 degrees Celsius.

Luminaire initial delivered lumens at 25 degree Celsius shall be 7680 minimum for 105 Watt, 8950 minimum for 140 Watt and 4850 minimum for 55 Watt, with color temperature 3000 (+/- 200) degrees Kelvin. Color Rendering Index shall be more than 71% (CRI > 71%) at 25 degree Centigrade.

Luminaire shall be cutoff with no significant glare (G2 maximum for high wattage and G1 for low wattage), and IES classifications, type II or type I for wall mounting and type V for ceiling pendant mounting. Longitudinal classification shall be short.

The successful bidder shall submit for approval to the Director and Division of Street Lighting certified photometric test data report, giving the light distribution pattern, the luminaire efficiency and measurements as per IES- LM- 79-08. The test report shall certify that the luminaire comply with the photometric requirements, and include the performance data of luminaire with time and the junction temperature. UL certification, IP 66 certification and 3G vibration certification shall be submitted.

All tests shall be performed by an independent and recognized testing laboratory.

IX. SAMPLE

Low bidder shall submit a sample prior to award together with all certification tests within 30 consecutive calendar days after bid opening.

The City of New York reserves the right to require all bidders to submit a sample within 30 days after notice.

Additional time for submission of sample may be granted only by written application to the Director of the Division of Street Lighting.

When the sample is ready the bidder shall notify the Division of Street Lighting, Bureau of Traffic, 34-02 Queens Blvd., Long Island City, New York 11101.

The City reserves the right to waive submission of sample. If sample is required, no award will be made until written approval of sample by the Division of Municipal Supplies, Bureau of Quality Assurance has been given.

X. CHANGES

After written approval, any change in material, parts, method of manufacture, or processing, whether by contractor or by a sub-contractor, shall be subject to approval prior to
proceeding with the change.

XI. GUARANTEE

The vendor shall guarantee the entire luminaire against defects of materials and parts, workmanship, and failure to operate properly in service for a period of seven (7) years after date of final delivery or seven (7) years after being placed in service, whichever occurs first. Guarantee shall cover operation of luminaire, luminaire shall be considered defective if any part of the luminaire fail, power driver is not performing correctly, lighting output has decreased by 30% of the initial delivered lumens, or lighting color has changed to outside the specified range.

XII. DELIVERIES

Delivery points are suitable for truck delivery only. Sufficient help, material, and equipment must by the vendor to safely unload and stack shipments to the satisfaction of the representative of the Division of Street Lighting. Pick-ups and deliveries will be permitted between the hours of 10:00 a.m. and 2:00 p.m., Monday through Friday, except holidays.

Note: There is no platform service at delivery points.

If within the period of the contract the Division of Street Lighting wishes to change the delivery point to any destination within the City limits, they may do so upon written notice to the Contractor and the Division of Street Lighting. Delivery point shall be Storeroom at 45-03 37th Avenue, Long Island City, New York, New York 11105.

Defective units shall be picked up from the Division of Street Lighting storeroom at 45-03 37th Avenue, Long Island City, New York, New York 11105 and when repaired shall be returned f.o.b. to the same storeroom or as directed by the Director.

Appointments for receipt of deliveries must be made at least 24 hours in advance. Telephone (718) 361-8088, Attention: - Person-in-charge at storeroom.

XIII. DELIVERY SCHEDULE

Deliveries - Delivery of the units on order shall be made as follows:

Contractor shall make an initial shipment of 30% of number of units on order within 45 consecutive calendar days after award. Subsequent shipments shall be made at the rate of 35% of number of units on order within every 30 consecutive calendars day period until the entire order is completed.

XIV. IDENTIFICATION NUMBERS

The inscription "Property of New York City" shall appear on the inside of the housing for the luminaries in a convenient location in letters approximately 1/2 inch high, also it shall have the manufacture name and date of manufactured.

XV. IDENTIFICATION OF WATTAGE AND LABELING

On the housing of the luminaire there shall be an identification means permanently attached to allow for identification of the wattage. The means shall be visible to an observer standing at street level under the installed luminaire and shall be subject to approval at the time the sample is submitted.

Identification means shall consist of a black number on a white colored square.
Anatomy of the Facts Label:

Label shall be included in the fixture; it shall have light output lumens, watts, lumens/watt (Efficacy), color rendering index (CRI), correlated color temperature (CCT) and IESNA LM-79-2008.

XVI. PACKING

Packing shall be standard commercial unless otherwise stated in the schedule; uniform packing shall be maintained for each delivery. Every carton or package shall be labeled on the narrow side with the quantity, unit, description, vendor, name, commodity code, shipping instructions, order, and contract number.

Contract Vendor Packing List must accompany delivery and must be attached to Bill of Lading and not attached to carton or inserted therein.

Separate packing list for each individual shipping instruction or order is a must. Do not consolidate on one (1) packing list.

Luminaries shall be packed one (1) each, with refractor, in a cardboard carton.

NO FURTHER TEXT
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II. GENERAL

The luminaire shall be of Lighting Emitting Diode (LED) type designed for roadways, pole mounting. The luminaire shall be UL listed for wet locations, and the optic enclosure shall be IP66 classified. The enclosure shall be cast aluminum with integral weather tight dimmable LED power driver compartments and high performance passive, not active (no fans, pumps or liquids) heat sinks specifically designed for LED lighting applications.

The luminaire shall be 110 watt, 78 watt or 40watt maximum and shall be equipped with a built-in dimmable LED power driver, and LOW VOLTAGE indicator lamp (if required by Street Lighting). Luminaire shall operate on a 120 volt, 60 Hz, and shall operate normally in temperatures from -20 degrees Celsius to 50 degrees Celsius.

The luminaire shall consist of housing with electrical components and an optical system. General shape and dimensions shall be as per standard drawing 5318.

The luminaire shall provide efficient even illumination, be optically sealed, mechanically strong, and easy to maintain. The driver, low voltage indicator and surge protector components shall be mounted in a structurally sound manner within the housing of the luminaire, with provision made for optimum heat dissipation. The terminal board, and driver components shall be readily accessible, and the optical assembly shall be sealed against the entry of moisture, dirt, and insects.

The luminaire shall withstand severe outdoor conditions due to seasonal changes in temperature and shall be structurally capable of operating satisfactorily in winds of 80 miles per hour with 50% gust.

The wiring of the luminaire to the primary circuit shall be done at the terminal board (4 screw terminal board) in the dimmable LED power driver compartments. Housing shall be provided with an entry to securely connect 3#12 cables to terminal board. Luminaire shall be mounted on an arm with clamps that shall accept 11/2” – 2” diameter arm, and 7 pin photo electric control cell receptacle, and dimmable LED power driver.

The whole luminaire assembly shall be completely prewired, requiring only the connection of the primary circuit wires for its operation.

Hereafter in these specifications the expression "Subject to Approval" shall mean "Subject to Approval of Director, Division of Street lighting".

Any material may be substituted for a material specified herein provided that the substitute material is equal to or better than the material specified herein subject to approval.

All equipment shall be as specified herein or approved equal.

III. HOUSING

The luminaire housing shall be cast aluminum. The housing shall support the dimmable LED power driver, terminal board, arm connection and optical system.

All materials inside the housing shall be corrosion resistant, and shall have a protective coating providing a corrosion resistant finish. Metals in contact shall be compatible to prevent corrosion due to contact of dissimilar metals. The fastening arrangement shall be of corrosion resistant material, shall be such as to prevent relative motion between fastener members, and shall permit easy opening and closing of the dimmable LED power driver compartment assembly with snap action. A means shall be provided to prevent accidental opening of the fastening arrangement.
Upon closure, the hinge arrangement shall produce a lifting action to adequately seat the sealing gasket.

IV. LENSES

LED shall have glass or acrylic lens that will direct the output light in a way that the luminaire shall give the light distribution and luminaire efficiency as described under “PHOTOMETRIC REQUIREMENTS”. Lens shall be of a material that will not attract dirt, withstand outdoor weather and ultra-violet stabilized with smooth outside surface. Lenses shall be completely sealed and shall be moisture proof and dirt proof.

V. CASTINGS, HARDWARE, AND PAINTING

Castings may be die castings, permanent mold castings, or sand castings.

Castings shall be clean and free from injurious defects and shall be painted on external surface as follows:

A coat of baked on epoxy base enamel, lacquer base enamel, alkyd enamel, or equal, shall be applied to give the castings an aluminum grey colored protective finish with good metal adhesion, having abrasion, corrosion and weather resistance and leaving no exposed metal. Same protective finish shall be applied to external surfaces of aluminum housing.

All screws, washers, and nuts shall be stainless steel, or steel of a corrosion finish.

VI. ELECTRICAL COMPONENTS

The electrical components in the luminaire shall include an electronic dimmable LED power driver, 10 KA surge protection, low voltage indicator device and terminal board with pressure type terminals, all to be prewired and tested at the point of manufacture. The LED dimmable LED power driver shall be 120–277 Volt, 50/60 Hz class I for 110 watt luminaire or Class I or II for 78 watt luminaire, with power Factor more than 90% and THD less than 20% of full load. Integral weather-tight electrical box for easy power hook-up, dimmable LED power driver shall be IP65 rated minimum. Voltage dips up to 30% below the nominal line volts of 120 shall not affect LED board power or cause luminaire to dim or fail.

The terminal board shall be equipped with four (4) clamp-type pressure terminals for connection to the phase leg, neutral, ground of the primary circuit and a controlled phase connection for another luminaire. The terminals shall be properly identified for connection, with notations on terminal board, color coding, or wiring diagram.

The whole luminaire assembly shall be completely prewired requiring only the connection of the primary circuit wires for its operation.

Wiring shall be #16 stranded wires, with silicone rubber insulation, fiberglass sheath and lacquer finish, or cross-linked polyethylene insulation of 105° Centigrade rating.
**SPECIFICATIONS NO. 466**

**LOW VOLTAGE INDICATOR LAMP**

**General Description**

Power Quality problems have been found to be one of the underlying factors which contributes to stray voltage. The power quality issue is most often caused by corroded or severed connection points in the income power feed circuit. The indicator shall give a visible indication from street level of a low voltage conditions.

It shall indicate in all lighting conditions that a difference in potential may exist between a street light pole and any other object that may be at lower impedance to ground (Neutral fault) or low voltage condition caused by low voltage feed from the utility company (brown out) The indicator shall detect any drop in line voltage to less than 100 volts The unit shall operate with an input voltage from 105 volts AC to 125 volts AC 60 cycles. The unit shall flash the red LED when the voltage is less than 100 volt.

**Construction**

The unit shall be rated for use in an outdoor environment in prevalent weather conditions in NEW YORK CITY. The unit shall be housed inside of the street light fixture with only the LED indicator and mounting screws visible. The indicators shall be a long life RED LED(s) any steel parts shall be galvanized to prevent corrosion. The wire must be equal to wire rating used within the street light fixture. The inductor shall be supplied as part of the street lighting fixture except as otherwise stated in the procurement documentation.

**Testing**

The LED indicator shall illuminant when any or all of following conditions exist;

1. The incoming utility neutral conductor is severed.
2. The incoming utility neutral conductor is defective causing a current flow to ground though the street light pole bond and voltage of less than 100 volts is present at the street light fixture.
3. The utility power has dropped below one hundred volts.

The test shall be demonstrated using the following examples. (All wire movement shall be done with power off. Special care must be taken since the testing will produce contact voltage at lethal levels.)

**Bench testing**

1. Using a variable voltage transformer the voltage should be set voltage at 120 volts ac with the street light under test at maximum current draw. Remove the neutral wire from the incoming power supply before the bond to the street light fixture. A load bank consisting of a lamp load equal to 420 watts +- 5 watts is placed in series with a low impedance ground and the bonding screw on the fixture. Measure voltage between low impedance ground and the street light head. It should be less than 100 volts. If not add more lamp load to get below 100 volts. If voltage is below 100v the power quality indicator should illuminate.

2. Using a variable voltage transformer the voltage should be set voltage at 120 volts ac with the street light under test at maximum current draw. The light should not be illuminated. The voltage shall be lower to less than 100 volts the LED power quality indicator shall be illuminated.

**VII. PHOTOMETRIC REQUIREMENTS**

The luminaire shall have a total delivered light efficiency of not less than 95% at mean life of LEDS, and 70% at 20 years, measurements shall be done at 25 degree Celsius. Luminaire shall deliver 8192 lumens minimum for 110 W luminaire, 6000 lumens minimum for 78 w and 3960 lumens minimum for 40 w luminaire, with efficacy not less than 75.
Color temperature range 3000(+200,-200) degrees Kelvin. Color Rendering Index shall be more than 71% (CRI > 71%) at 25 degree Centigrade. Luminaire shall be in compliance with LM 79-08.

Luminaire IES classification shall be type II or type III. Longitudinal classification shall be medium, cutoff classification, and BUG rating shall be B2 U1 G2 maximum for high wattage luminaries low wattage ones shall have B1 U1 G1maximum.

The successful bidder shall submit for approval to the Director and Division of Street Lighting certified photometric test data report, giving the light distribution pattern, the luminaire efficiency and measurements as per IES- LM- 79-08. The test report shall certify that the luminaire comply with the photometric requirements, and include the performance data of luminaire with time and the junction temperature. UL certification, IP66 certification and 3G vibration certification shall be submitted.

All tests shall be performed by an independent and recognized testing laboratory.

VIII. SAMPLES

Low bidder shall submit a sample prior to award together with all certified test reports within 30 consecutive calendar days after bid opening.

The City of New York reserves the right to require all bidders to submit a sample within 30 days after notice.

Additional time for submission of sample may be granted only by written application to the Director of the Division of Street Lighting.

When the sample is ready the bidder shall notify the Division of Street Lighting, Bureau of Traffic, 34-02 Queens Blvd., Long Island City, New York 11101.

The City reserves the right to waive submission of sample. If sample is required, no award will be made until written approval of sample by the Division of Municipal Supplies, Bureau of Quality Assurance has been given.

IX. CHANGES

After written approval, any change in material, parts, method of manufacture, or processing, whether by contractor or by a sub-contractor, shall be subject to approval prior to proceeding with the change.

X. GUARANTEE

The vendor shall guarantee the entire luminaire against defects of materials and parts, workmanship, and failure to operate properly in service for a period of seven (7) years after date of final delivery or seven (7) years after being placed in service, whichever occurs first. Guarantee shall cover operation of luminaire, luminaire shall be defective if dimmable LED power driver is not performing correctly, lighting output has decreased by 30% of the initial lighting output of the fixture, or lighting color has changed to outside the specified range.
XI. DELIVERIES

Delivery points are suitable for truck delivery only. Sufficient help, material, and equipment must by the vendor to safely unload and stack shipments to the satisfaction of the representative of the Division of Street Lighting. Pick-ups and deliveries will be permitted between the hours of 10:00 a.m. and 2:00 p.m., Monday through Friday, except holidays.

**Note:** There is no platform service at delivery points.

If within the period of the contract the Division of Street Lighting wishes to change the delivery point to any destination within the City limits, they may do so upon written notice to the Contractor and the Division of Street Lighting. Delivery point shall be Storeroom at 45-03 37th Avenue, Long Island City, New York, New York 11105.

Defective units shall be picked up from the Division of Street Lighting storeroom at 45-03 37th Avenue, Long Island City, New York, New York 11105 and when repaired shall be returned f.o.b. to the same storeroom or as directed by the Director.

Appointments for receipt of deliveries must be made at least 24 hours in advance. Telephone (718) 361-8088, Attention: - Person-in-charge at storeroom.

XII. DELIVERY SCHEDULE

Deliveries - Delivery of the units on order shall be made as follows:

Contractor shall make an initial shipment of 30% of number of units on order within 45 consecutive calendar days after award. Subsequent shipments shall be made at the rate of 35% of number of units on order within every 30 consecutive calendars day period until the entire order is completed.

XIII. IDENTIFICATION OF WATTAGE AND LABELING

On the housing of the luminaire there shall be an identification means permanently attached to allow for identification of the wattage. The means shall conform to ANSI C136.15-2011, be visible to an observer standing at street level under the installed luminaire and shall be subject to approval at the time the sample is submitted.

Identification means shall consist of a black number on a white colored square as per IESNA standards.

**Anatomy of the Facts Label:**

Label shall be included in the fixture; it shall have light output lumens, watts, lumens/watt (Efficacy), color rendering index (CRI), correlated color temperature (CCT) and IESNA LM-79-2008.

The inscription “Property of New York City” shall appear on the inside of the housing for the luminaries in a convenient location in letters approximately 1/2 inch high, also it shall have the manufacture name and date of manufactured, a non-removable sticker or embossed can be used.
XIV. PACKING

Packing shall be standard commercial unless otherwise stated in the schedule; uniform packing shall be maintained for each delivery. Every carton or package shall be labeled on the narrow side with the quantity, unit, description, vendor, name, commodity code, shipping instructions, order, and contract number.

Contract Vendor Packing List must accompany delivery and must be attached to Bill of Lading and not attached to carton or inserted therein.

Separate packing list for each individual shipping instruction or order is a must. Do not consolidate on one (1) packing list.

Luminaries shall be packed one (1) each, with refractor, in a cardboard carton.

NO FURTHER TEXT
NYC DOT Street Lighting Standard Specifications

1. D-2280
2. D-2280M Cast Iron Type Junction Box
3. D-3762 Standard Steel Anchor Bolt
4. D-3954 Modification of buried type concrete service box
5. D-5213 foundation on slab
6. E-3768 8' Steel Arm
7. E-3768M 8' Steel Arm
8. E-3788 Typical Foundation For Lamppost
9. H-3722 sh 5A of 8
10. H-3722-3A -Steel Transformer Base
11. H-3722-4A Std 25' Steel LP
12. H-3722M Steel Transformer Base- Round Corners
13. H-3722M Tapered Steel Octagonal Shaft Assemblies
15. H-5220 Concrete Barrier Lamppost Foundation
16. H-5220M Concrete Barrier Lamppost Foundation
17. H-5222A - 6 Relay Control Cabinet with 3 PEC's
18. J-3179-BM Roadway Type Concrete Box-With CI Fram & DI Cover
19. J-3951 6 Ft Steel Arm
21. J-5240 In-Line Fuse Connection In Post On Highway-Street
22. J-5265 Expansion Deflection Fitting
23. J-5272 Street Box Details
DETAIL X

NOTES:


2. BOX FRAME AND COVER SHALL BE HOT-DIPPED GALVANIZED INSIDE & OUT.

3. BOX FRAME AND COVER SHALL BE NEATLY FINISHED, THE THICKNESSES AS GIVEN SHALL BE UNIFORM THROUGHOUT, ACCEPTANCE OF COMPLETE ASSEMBLY SHALL BE SUBJECT TO THE APPROVAL OF THE FIELD REPRESENTATIVE OF THIS DEPARTMENT.

4. ALL NUTS, BOLTS, SCREWS, ETC. SHALL BE STAINLESS STEEL.

5. FOR SIZE AND NO. OF CONDUITS ENTERING BOX, SEE CONTRACT PLANS.

6. BOX FRAME & COVER SHALL BE EQUAL TO THOSE MF'D BY D. Z. ELECT. MF'G CO., INC., SPRING CITY ELECT. MF'G CO., OR BONNELL ELECT. MF'G CO., INC.

DEPARTMENT OF PUBLIC WORKS
Bureau of Gas and Electric
Division of Engineering
Municipal Building, New York City

JUNCTION BOX

DRAWN BY: R. PARRA

CHECKED BY: J. FOOLEY

SIGNATURE: J. R. MAGNIFIC

DATE: 2-8-65

SCALING: NONE

D-2280
**NOTES:**

1. CAST STEEL COVER SPEC. SHALL BE ASTM A 479-80, GRADE 70-40 CAST IRON FRAME AND BOX SPEC. SHALL BE ASTM A 479-80, CLAD SS. AS AN ALTERNATE, COVER SHALL BE CAST MODULAR IRON PER ASTM A 479-80, GRADE 60-40-16.

2. BOX, FRAME, AND COVER SHALL BE HOT-DIPPED GALVANIZED INSIDE AND OUT.

3. BOX, FRAME, AND COVER SHALL BE HEAVILY FINISHED. THE THICKNESSES AS GIVEN SHALL BE UNIFORM THROUGHOUT. ACCEPTANCE OF COMPLETE ASSEMBLY SHALL BE SUBJECT TO THE APPROVAL OF THE FIELD REPRESENTATIVE OF THE DEPARTMENT.

4. ALL NUTS, BOLTS, SCREWS, ETC. SHALL BE STAINLESS STEEL, EXCEPT OTHERWISE NOTED.

5. BOLTS SHALL BE EITHER WROUGHT INC. PART NO. 17020 OR INNER HIVE CORP. PART NO. 175-51.

6. FOR HIGHLY Vandalized AREAS AND IF ORDERED BY THE ENGINEER, A COMBINATION OF FOUR BOLTS FROM ONE TYPE AND THE REST FROM THE OTHER TYPE WILL BE REQUIRED.

7. INSTALLING AND REMOVING TAMPERPROOF BOLTS WILL REQUIRE WRITTEN AUTHORIZATION TO OBTAIN THE EXCLUSIVELY DESIGNATED NEW YORK CITY KEY SYSTEM.

8. FOR SIZE AND NO. OF CONDUCTORS ENTERING BOX, SEE CONTRACT PLANS.

9. ALL HOLES SHALL BE DRILLED TO SUIT CONDUCTOR.

10. BOX, FRAME, AND COVER SHALL BE EQUAL TO THOSE MANUFACTURED BY OZ. ELECT. MFG. CO. INC. SPRING CITY ELECT. MFG. CO. OR RENNART ELECT. MFG. CO. INC.

**QUANT. AND SPACING OF COVER SCREWS**

**BOLTS LOCATED SYMMETRICALLY ABOUT BOX CENTERLINES**

**SIZE NO.**

<table>
<thead>
<tr>
<th>SIZE NO.</th>
<th>LENGTH &quot;A&quot;</th>
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**REVISIONS**

CITY OF NEW YORK
DEPARTMENT OF TRANSPORTATION
DIVISION OF STREET LIGHTING

CONTRACT NO. 395-JOB NO.

CAST IRON TYPE JUNCTION BOX

PROJECT ENG.

E. TAM.

SHEET 1 OF 1 DRAWING NO. D-2200M
ROLLED THREAD MAY BE SUBSTITUTED FOR CUT THREAD STEEL. FOR ROLLED THREAD SHOULD BE MINIMUM OF 5/8" ROLLED STEEL.

NOTE:
ANCHOR BOLT IS TO BE HOT DIPPED GALVANIZED AT THREADED ENDS FOR MINIMUM DISTANCE OF 6".
SECTION

NOTES

I. MARKER SHALL BE BROKEN OFF & BOX BUILT UP TO ACCOMMODATE FRAME & COVER AS INDICATED

Cover: Cast Steel (MED)

Frame: Gray Cast Iron (MED)

Common Brick

P.C. Mortar

Remove Existing Box Cover

Roughen Existing Concrete

Exist. Concrete Box Wall


Bituminous waterproofing compound. Details to conform to Dwgs. #6 & #7 Dwg. J-3179-A

Break off existing marker post & reinforcing rods at approx. this point

Drawn by: E.L. Kepins Checked by: J. Mackey

REV. G-12-CHG'D TO 2 PC. FRAME & COVER, CASTL. COVER

Department of Water Supply, Gas and Electricity

MODIFICATION OF BURIED TYPE CONCRETE SERVICE BOX

P. O'Sullivan

A. F. Thack

FEB. 17, 1961

NOT TO SCALE Dwg. NO. D-3954
NOTES:

1) DRILL CLEAR HOLES FOR 1½" BOLTS AND WELD 1½" BOLTS TO BOTTOM PLATE ON 25" DIAMETER BOLT CIRCLE, SYMMETRICAL ABOUT PLATE CENTER—LINES. BOLT LENGTH TO BE DETERMINED BY SLAB THICKNESS.

2) DRILL CLEAR HOLES IN TOP PLATE TO MATCH 1½" BOLTS IN BOTTOM PLATE; SYMMETRICAL ABOUT PLATE CENTER—LINES.

3) DRILL CLEAR HOLES FOR 1" STUDS AND WELD 1" NUTS TO TOP PLATE ON 15" DIAMETER BOLT CIRCLE, SYMMETRICAL ABOUT PLATE CENTER—LINES.

4) THIS DRAWING APPLIES TO NEW CONSTRUCTION.

5) DIMENSIONAL REQUIREMENTS FOR STANDARD TRANSFORMER BASE INSTALLATION ARE SHOWN.

6) STRUCTURAL REQUIREMENTS SHALL COMPLY WITH AASHTO SPECIFICATIONS.
ELEVATION OF ARM
FORMED AS FABRICATED

SECTION A - A

CONTINUOUS WELD

CENTRE LINE OF MOUNTING HOLES
CAP SCREWS NOT SHOWN

NOTE
SHOES OF MOUNTING HOLE IN SHAFT, POLE PLATE, AND ARM PLATE SHALL BE DRILLED AND NOT SHARPED.

2414 TAPERED STEEL ARM FOR
FABRICATED STEEL POST

CITY OF NEW YORK
DEPARTMENT OF TRANSPORTATION
DIVISION OF STREET LIGHTING

CONTRACT NO
JOB NO

NO. DATE BY DESCRIPTIONS

REVISIONS

PROJECT ENG
ENG.

SHEET 1 OF 1 DRAWING NO E-0760M
CONCRETE BARRIER LAMPPOST FOUNDATION (SYMMETRICAL)

CONCRETE BARRIER LAMPPOST FOUNDATION (ASYMMETRICAL)

NOTE:
1. IF THE FEMALE COUPLING WILL NOT BE ENCASED IN CONCRETE AT A DEPTH OF 407mm BELOW THE PAVEMENT, USE A 508mm HOLE AS IN THE SYMMETRICAL DETAIL.
NOTES:
1. ONLY ONE STANCHION IN CENTER OF EACH SIDE OF BOX FOR 6024mm X 6024mm BOX.
2. CONCRETE TO BE FRESH THROUGH NOSE FOR ALLOWANCE OF EXPANSION AND CONTRACTION.
3. CONCRETE SHALL CONSIST OF ONE PART OF HIGH GRADE PORTLAND CEMENT, TWO PARTS RIVER FILL OR GRAVEL, FOUR PARTS GRAVEL OR SAND.
4. CONCRETE SHALL HAVE A CERTIFIED DESIGN MIX WITH A MINIMUM STRENGTH OF 50 kg/cm² IN 28 DAYS.
5. FRAME AND COVER SHALL BE HOT-DIPPED GALVANIZED.
6. FOR SIZE AND NO. OF CONCRETE BOXES ENTERED, SEE CONTRACT PLAN.
7. ALL NUTS BOLTS, SCREWS, ETC. SHALL BE STAINLESS STEEL EXCEPT OTHERWISE NOTED.
8. BOLTS SHALL BE EITHER MCGARD INC. PART NO. 115880 OR INNER TIE CHARLOTTE THROUGH BOLTS.
9. FOR HIGHLY VANDALIZED AREAS, A COMBINATION OF FOUR BOXES FROM ONE TYPE AND THE OTHER FROM BOX TYPE 235/30-100 WILL BE REQUIRED.
10. INSTALLING AND REMOVING TAMPERPROOF BOLTS WILL REQUIRE WRITTEN AUTHORIZATION TO OBTAIN THE EXCLUSIVELY DESIGNATED NEW YORK CITY KEY SYSTEM.
11. FRAME AND COVER SHALL BE HEAVY DUTY WELDED. THE FRAMES AS COVERED SHALL BE CONFORM WITH THE DESIGN PLAN. ACCEPTANCE OF COMPLETE ASSEMBLY SHALL BE DETERMINED TO THE SATISFACTION OF THE FIELD REPRESENTATIVE OF THIS DEPARTMENT.
12. A LOCKING METAL ENGAGED IN THE BOLT DRAINホール shall be provided under box drain before box is installed.
13. A RAIN CAP SHALL BE PROVIDED FOR EACH STANCHION ARM HOLE.
14. MANUFACTURER'S OWNED KNOCKOUTS SHALL BE PLUGGED.
17. FRAME AND COVER SHALL BE EQUAL TO THOSE MANUFACTURED BY O.E. ELECTRIC MFG. CO., SPRING CITY ELECTRIC MFG. CO., CCE ELECTRIC MFG. CO. OR CAMPBELL ELECTRIC CO.
18. CONCRETE TO FILL MEMBER BOX BETWEEN 35mm and 50mm.
ASSEMBLY OF ARM TO SHAFT

Scale: 1/8" = 1'-0"
NOTES:

1. SIZE AND NO. OF CONDUCTORS AS CALLED FOR ON CONTRACT PLANS.

2. 2" CONDUIT, CONDUCTORS AND WEATHERHEAD AS REQUIRED FOR UNDERGROUND SERVICE INDICATED ON CONTRACT PLANS.

3. METHOD OF ATTACHMENT, GROUNDING AND FUSING ARE AS CALLED FOR ON CONTRACT PLANS.

4. FOR ADDITIONAL DETAILS, SERVICE FROM OVERHEAD AND ALTERNATE METHODS OF TEMPORARY SUPPORT SEE DRAWING M-3029.
IN LINE FUSE CONNECTION IN POST
ON STREET DISTRIBUTION

NOTES:
1. SOCKET SIDE OF FUSE SHALL BE ON FEEDER SIDE OF CONNECTION.
2. FEEDER SHALL BE TIED TO CONDUIT WITH WIRE.
3. FOR TWIN LUMINARIES, ADDITIONAL FUSE HOLDER 45 U WITH FUSE IS REQUIRED.
4. INCOMING SERVICE (DISTRIBUTION) CABLES:
   - FOR SINGLE ARM LAMPPOST IT SHALL BE USING (1) CABLE FOR PHASE, (1) CABLE FOR NEUTRAL, AND (1) CABLE FOR GROUND.
   - FOR TWIN ARMS LAMPPOST IT SHALL BE USING (2) CABLES FOR PHASE, (1) CABLE FOR NEUTRAL, AND (1) CABLE FOR GROUND.

CITY OF NEW YORK
DEPARTMENT OF TRANSPORTATION
DIVISION OF STREET LIGHTING

IN LINE FUSE CONNECTION IN POST
ON STREET DISTRIBUTION

PROJECTING
A. MAUER

REVIEW
A. MEDINA

DEPUTY CHIEF
H. RICHLA

DRAWING NO.
2-358

DATE
10/11/14

SCALE
2-3

NEW YORK CITY DOT

SHEET NO.
2

TBD
## COMBINATION DEFLECTION AND EXPANSION FITTINGS

(For expansion joints in concrete and in structure)

### NOTES:

1. **For 2' Linear Movement in Either Direction:** Expansion fitting shall be as per Spring City Type AF, 02/Greyney Type AV, or Chrouse Hinds Type XG.
2. **For 4' Linear Movement in Either Direction:** Expansion fitting shall be as per Spring City Type BF, 02/Greyney Type BVR, or Chrouse Hinds Type XG.
3. **30° Copper Braided Bonding Jumper:** Shall be as per Spring City Type AJ/EL, 02/Greyney Type B3-R-03-04, or as required.
4. **External Bonding Jumper:** Not required where Chrouse Hinds Expansion Fitting Type XG (with internal grounding) is utilized.
5. **Expansion & Deflection Fitting:** Shall be as per Spring City Type BP, 02/Greyney Type BVR, or Chrouse Hinds Type XD.
6. **Conduit shall be firmly attached to structure by approved clamps.**
7. **Conduit Nipple of Appropriate Size:** Shall be provided to connect the two fittings.
8. **Expansion Fitting:** May be utilized individually across expansion joints in structure.
9. **Deflection is not expected,** and as directed by the engineer.
10. **Expansion & Deflection Fitting:** May be utilized individually between two sections of conduit to dampen vibration, and as directed by the engineer.
11. **Manufacturers Instructions:** For installation of deflection and expansion fittings shall be followed.

### TABLE: REVISIONS

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<th>DESCRIPTIONS</th>
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**City of New York**  
**Department of Transportation**  
**Bureau of Street Lighting**  
**Inch-Pound Standard**

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*Signature*

**M. MOSSAD**  
**PROJECT ENG.**

**M. GABRIEL**  
**DEPUTY CHIEF ENG.**

**D. HARNETT**  
**DIRECTOR**

**DATE:** 6-17-98  
**SCALE:** NONE  
**DRAWING NUMBER:** J-5265  
**SHEET 1 OF 1**
NOTES

1. BOX SHALL BE FABRICATED FROM NO. 10 GSS GAUGE STEEL SHEET.
2. BOX FLANGES SHALL BE TURNED INWARD, DIMENSION AS INDICATED.
3. ALL SEAM SHALL BE CONTINUOUSLY WELDED. ALL WELDS SHALL BE MADE SMOOTH AND UNIFORM. EXCESS WELDING MATERIAL SHALL BE GROUND SMOOTH.
4. BOX AND COVER SHALL BE HOT DIP GALVANIZED INSIDE AND OUT AFTER FABRICATION AND SHALL RECEIVE AN ALUMINIZED FINISH TO PREVENT OXIDATION.
5. BOX COVER SHALL BE PROVIDED WITH A CONTINUOUS 1/8" THICK NEOPIXEN GASKET SECURED TO THE COVER PERIMETER, WITH AN APPROVED RUBBER CEMENT.
6. BOX COVER SHALL BE SURE TO BOX BY 1/4"-SBD X 1/4" LONG TAMPER RESISTANT SCREWS NUMBER AS INDICATES.
7. BOX FLANGES SHALL BE EQUIPPED WITH THREADED INSERTS AS PER AVK'S A.T. SERIES INSERT OR APPROVED EQUAL.
8. WHERE BOX IS USED AS FUSE CUTOFF, BOX MUST BE PROVIDED WITH STAINLESS STEEL HINGE 4" OPEN X 7" LONG WITH NON-REMOVABLE PIN. HINGE SHALL BE ATTACHED TO BOX WITH A MINIMUM OF THREE STAINLESS STEEL POP RIVETS PER LEAF ATTACH AFTER GALVANIZING.
9. BOX SHALL BE NEMA 4 ENCLOSURE.
10. ALL HARDWARE SHALL BE STAINLESS STEEL.
11. BOX SHALL HAVE KNOCKOUTS SUITABLE FOR THE CONNECTING OF CONDUCTS AS INDICATED ON PLANS.
12. BOX SHALL BE NEATLY FINISHED INSIDE AND OUTSIDE. ACCEPTANCE OF COMPLETE ASSEMBLY SHALL BE SUBJECT TO THE APPROVAL OF THE ENGINEER.
STREET LIGHTING NOTES

1. All lighting installation shall be done in accordance with the standard plans and specifications of the electrical contractor or the specification of the city of New York or New York State or New York City Department of Transportation contracts.

2. The location and equipment shown on the plans shall be determined by the electrical contractor or the City of New York or New York State or New York City Department of Transportation contracts.

3. All underground conduits shall be installed at a depth of 0.750 meter below the street surface unless otherwise noted.

4. The contractor shall install all proposed concrete roadway boxes in the area with a slope less than 30 degree.

5. The contractor shall furnish shop drawings of all electrical equipment to be installed such as lamps, poles, transformers, etc., and the shop drawings shall be submitted to the Department of Transportation before the materials are ordered.

6. All proposed equipment, conduit, and transformers shall be installed in accordance with the specifications and the drawings. The specific equipment and materials shall be furnished by the contractor and shall be approved by the Department of Transportation.

7. Conduit shall be sized expansion and construction joints to a direction parallel to movement, expansion and contraction shall be taken into consideration. Conduit shall be installed in the direction specified on the plans. Conduit shall be included in the price bid for the various conductors. If required, the contractor shall install the electric conductors and fittings, conductors shall be installed in the conduit specified in the contract. Conduit shall be installed in the same groove and under similar conditions, as well as in the same drum and conduit box.

8. Unless otherwise noted, all pipes shall be 0.750 meter long and shall be made of cast iron.

9. The contractor shall furnish and install identification tags on all lamps and associated fixtures. The identification shall include the location identification number and circuit name. The number shall be placed in the price bid for the various contract items.

10. All conduit shall be 0.750 meter long and shall be made of cast iron. All conduit shall be included in the price bid for the various contract items.

11. Conduit shall be made of cast iron and shall be installed in the manner specified by the plans. The conduit shall be properly labeled and identified. Conduit shall be installed in the same groove and under similar conditions, as well as in the same drum and conduit box.

12. Unless otherwise noted, all conduits shall be installed in the appropriate conduit boxes.

13. All conduit shall be 0.750 meter long and shall be made of cast iron. All conduit shall be included in the appropriate conduit box.

14. All conduit splices shall be included in the appropriate conduit box.

15. All conduit supports, hangers, and boxes shall be included in the appropriate conduit box.

16. All electrical equipment shall be in accordance with the National Electrical Safety Code and shall be of the latest make that is accepted by the Department of Transportation.

17. All electrical materials and equipment for the work shall be of the type shown on the plans and specifications.

18. Notes for indoor metal conduit:

- Conduit entering enclosures other than recessed fluorescent fixtures shall be permitted to be run in the conduit of the ceiling. Conduit of the ceiling shall be termini at the ceiling. Conduit of the ceiling shall be termini at the ceiling. Conduit of the ceiling shall be termini at the ceiling. Conduit of the ceiling shall be termini at the ceiling.

- Free ends of conduit not containing conductors shall be securely sealed to prevent water damage.

- Conduit shall be installed in the direction specified by the plans.

- Paint shall be applied to all exposed threads after joints have been made clean and tight.

- All conduit runs shall be at least 0.750 meter apart from structural frames.

- All conduit installations shall be watertight.

19. All conduits from junction box to junction box for lighting systems within the City of New York shall be made of metal conduit. All conduits from junction to junction shall be made of copper, galvanized, or aluminum conduit, as specified in the plans. Conduit shall be installed in the direction specified by the plans. Conduit shall be included in the price bid for the various conductors. Conduit shall be installed in the same groove and under similar conditions, as well as in the same drum and conduit box.

20. In line and fuse holders shall be installed in all new installations. A fuse holder and fuse shall be included in the price bid for each fuse holder.

21. Extreme care shall be taken to ensure that all existing installations are not damaged, and any damage that is caused by the contractor to existing facilities shall be corrected by replacement or restoration at the expense of the contractor.

22. Electric services shall be 0.750 meter long and shall be included in the price bid for the various contract items.

23. Neutral conductors shall be ordered at service point only.

24. All conductors crossing shall be at right angles to roadway except as otherwise indicated and shall be ordered in accordance with the plans. The neutral and return conductors shall be laid and wound at the same time.

25. All conductor boxes shall be made of a non-corrosive material and shall be installed in accordance with the plans. The neutral and return conductors shall be laid and wound at the same time.

26. The contractor shall be advised of the time to perform work on line, under substantial or complete service. The equipment shall be installed in accordance with the plans. The neutral and return conductors shall be laid and wound at the same time.

27. Electrical services shall be 0.750 meter long and shall be included in the price bid for the various contract items.

28. Electrical services shall be 0.750 meter long and shall be included in the price bid for the various contract items.

29. Bonding rods for conduits in metal boxes are specified. All such required conductors shall be made of copper, brass, or silver. The length of the bonds shall be included in the price bid for the various contract items.

30. New roadway luminaires shall be made so as to provide a balanced light. Successive luminaires shall be made to separate phases as indicated.

31. All new junction boxes shall be type N 144A with a 144A outlet. The plans shall be ordered in accordance with the National Electrical Code and the Department of Transportation specifications. The plans shall be ordered in accordance with the National Electrical Code and the Department of Transportation specifications.

32. All electrical equipment shall be in accordance with the National Electrical Safety Code and shall be of the latest make that is accepted by the Department of Transportation.

33. The contractor shall notify all public and private utility companies or agencies to advise in advance of any work that may affect equipment belonging to them.

34. Existing conduit wiring fixtures and switches for removal under the jurisdiction of the Department of Transportation shall be made by the contractor. The contractor shall be responsible for all work that may affect equipment belonging to them.
**Electrical Installation**

1. **All work shall be in accordance with** the National Electrical Code, and such other codes and standards as may be applicable.
2. **Electrical installation shall conform to all requirements of the National Electrical Code and all other applicable codes.**
3. **A separate service entrance shall be installed by the contractor.**
4. **Location and equipment shall be approved by the contractor and approved by the local authorities.**
5. **All equipment shall be installed at a point of use and shall comply with all codes and standards.**
6. **Cost of service entrance and equipment shall be included in the total cost.**
7. **Proposed electrical conduit shall be provided by the contractor.**
8. **All conduit shall be of approved type and size.**
9. **Location and equipment shall be in accordance with applicable codes and standards.**
10. **Conduit shall be in accordance with the National Electrical Code.**
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50. **Location and equipment shall be in accordance with applicable codes and standards.**

**Abbreviations**

- **AM** - American Wire Gauge
- **C** - Current
- **CR** - Copper
- **CL** - Current Line
- **D** - Drawing
- **B** - Basic
- **E** - Electric
- **EL** - Empty Conduct
- **GR** - Ground
- **GRN** - Grounding Rod
- **H** - Hot
- **HGD** - Grounded
- **HGW** - Hot Grounded
- **I** - Insulated
- **L** - Lift
- **N** - Neutral
- **NG** - Neutral Grounding
- **NP** - Normal
- **NY** - New York
- **PC** - Protective Current
- **PH** - Phase
- **PL** - Plug
- **R** - Rated
- **RS** - Rated Switch
- **S** - Standard
- **STD** - Standard
- **SR** - Standard Resistance
- **ST** - Standard Time
- **TP** - Typical
- **WE** - Working Equipment
- **V** - Volt
- **W** - Watt
- **WP** - Washington
NOTES:

1. All lighting installation shall be in strict accordance with the standard sheets, plans and the general specifications for street lighting facilities contained in the latest edition of publication city of New York specifications.

2. Electric services will be existing in Edison service, 120/208v, 3 phase, 4 wire, 120/208 volt, 60 hertz.

3. Feeder from service box to lamp post shall be N.K. 12C, 3MW.

4. Wires from lamp post transformer base or hand hole to each luminaire shall be 4MW.

5. Where cables terminate in box without going through for connection to lamp post or other electrical equipment they shall be test and capped in box with 1/2 in. of black per conduit.

6. Where conduits pass through expansion joints and construction joints the contractor shall furnish and install an approved expansion/deformation fitting with copper bonding jumper of the type carried for on the plans. The payment for this item will be included in the contract item.

7. The contractor shall furnish and install, identification tags on lamp posts in accordance with specifications and standard sheets. See details on file with Bureau of Gas and Electricity Form, No. 2-322 & 2-321. Numbering system shall be as noted on the plans. Tags shall contain 1-630 in. above ground.

8. Cable for low voltage distribution shall be rated at 600 volts (copper conductor for all permanent installations) and shall be XLP.

9. Conduit entrance in metallic boxes shall be equipped with locknuts and rod approved insulated bonding bushing.

10. All conduits terminating underground for future extension shall be threaded and capped.

11. Furnish and install tags for all cables in each box, excluding but not limited to junction box, pull box, splice box, hand hole and manholes. Each tag shall show the conduit designation of the cable, tags for 24-hour cable shall indicate “24-hour cable.”

12. The contractor shall furnish, install, and completely wire all lamp posts. All lamp posts shall be manufactured in accordance with drawings and specifications.

13. All conduits in boxes (including hangers in boxes) and lamp posts shall be beaded as specified.

14. The contractor shall furnish ship drawings of all electrical equipment to be installed such as lamp posts, luminaries, junction boxes, controls, foundations, etc. A copy shall be electronically submitted for formal approval. The ship drawings must be approved by NYC Division of Street Lighting before these materials are ordered.

15. Neutral cable shall be provided at service point only.

16. All conduit openings shall be at right angles to roadway except as otherwise indicated and shall be installed in accordance with the Bureau of Gas & Electric, No. 313.

17. All conduits shall enter the narrow side of boxes.

18. Trapped sections in conduit runs must be avoided and easy drainage for condensation provided into nearest service box.

19. Where flexible conduit is required on structures; the minimum length shall be 72.5 in. If flexible conduit shall have size of rigid conduit to which it is connected.

20. Where cutting and threading of existing conduit is required, the work is to be performed and included in the cost of furnishing and installing conduit.

21. All box holes vacated by conduit removal shall be plugged.

22. All new luminaries to be installed on brick arms shall be 150 watt high pressure sodium vapor luminaire with built in ballast and asymmetric glare or as shown in contract plans and specifications.

23. All lamp posts to be installed on inclining grade are to have level foundation pads built as part of the structure for installation of the lamp posts.

24. All lamp post and handrails shall be accessible for maintenance.

25. All empty conduits shall have a #10 non-corrosive drain wire installed.

26. Where structure mounted conduit is installed between surface mounted boxes, a conduit expansion/deformation fitting shall be installed unless a flexible conduit forms a part of the conduit run between these boxes.

27. The contractor is advised that while performing work on lamp posts, either adjustments or new installations, he shall ensure that service is not disrupted to more than one out of three lamp posts in sequence during normal service hours.

28. Within the immediate area of construction, the existing electrical distribution system shall be maintained by the contractor. Upon completion of work within the area, NYCD street lighting will again assume maintenance of the distribution system.

29. For the existing wires affected by the removal of the lamp posts, disconnect and remove the wires to the nearest active electrical service box and properly terminated the cable. This work is to be included bid price for the lamp post rental.

30. Contractor shall provide temporary lighting system using temporary conduits, welding poles as necessary at all stages of construction as shown in drawings TLP-1 thru TLP-10 until the new lighting system is operative.

31. Within project limits, contractor shall be responsible for providing and maintaining the temporary lighting and any existing lighting to remain during the construction at all phases of the project. Contractor shall maintain existing poles or provide other means to power existing and temporary lighting until permanent lighting system is operative.

32. Contractor shall provide and maintain temporary grounding of any pole, of 1FC and 1WC, AN 1/1000. If A conductive tubing, 1-3/4 in. as per NYC dot street lighting standards.

33. NYC dot street lighting system is operative.

34. Burning holes for conduits in metal boxes and steel structures is prohibited. All such required conduit holes shall be made by drilling or punching.

35. The contractor shall notify the engineer, The New York City Fire Department and Police Department 48 hours in advance of all work that will affect the existing communication system as shown in existing aerial plans.

36. New highway luminaires to be wired so as to provide a balanced load. Successive luminaries shall be wired to separate phases (a, b, c, e, f, g, a, b, c, e, f, g, a, b, c, e, f, g, a, b, c, e, f, g, a, b, c, e, f, g, a, b, c, e, f, g).

37. Letter by lamp post symbol identifies phase of each luminaire.

38. All luminaries and lighting standards removed under this project shall become the property of the N.Y.C. Department of Transportation bureau of street lighting and will be turned over to the agency. Contractor shall dispose of material deemed undesirable by the agency.

39. The contractor shall submit certified photometric data for all luminaries for approval to the New York department of transportation bureau of street lighting.

40. All connections between new conduit and old conduit, as shown on the contract plans, shall be constructed in accordance with New York City Department of Transportation, area of street lighting details.

41. It is the contractor's responsibility to determine the exact locations of the underground utilities prior to working in the area and to avoid interference. Any damage caused by the contractor's operation shall be repaired at the contractors expense at no additional cost to the city.
TEMPORARY LIGHTING PLAN NOTES:

1. DURING EACH CONSTRUCTION, CONTRACTOR SHALL MAINTAIN TEMPORARY, EXISTING, AND PROPOSED LIGHT STANDARDS USED AS TEMPORARY UNTIL CONSTRUCTION STAGE OR CONSTRUCTION COMPLETES.

2. CONTRACTOR SHALL PROVIDE TEMPORARY POWER DURING EACH CONSTRUCTION STAGE, EITHER AVAILABLE FROM THE EXISTING CONTROL CABINETS OR PROVIDING TEMPORARY LIGHTING CONTROL CABINETS.

3. MINIMUM CABLE CLEARANCE ABOVE ROADWAY SHALL BE MAINTAINED DURING CONSTRUCTION. MAXIMUM WIRE SAG SHALL NOT EXCEED 18 INCH. ANY ADDITIONAL SUPPORTS OR EQUIPMENT USED TO SATISFY THIS CONDITION SHALL BE INCLUDED UNDER THE TEMPORARY Wiring PAY ITEMS.

4. REFER TO DEMOLITION PLANS FOR LIGHT STANDARD REMOVAL AND DURING THE STAGE CALLED OUT FOR REMOVAL.(DLP-01 TO DLP-12)

5. ADD TEMPORARY SUPPORT FOR OVERHEAD WIRING EVERY 65 FT AND PROVIDE WOODEN POLES FOR ROADWAY CROSSING

6. ATTACH OVERHEAD TEMPORARY CONDUCTORS, IF NECESSARY, TO STRUCTURE IN THE VICINITY.

7. PERMANENT LIGHTS USED AS TEMPORARY IN EACH STAGE TO BE CONNECTED TO THE NEW CONTROL CABINET WHEN IT IS INSTALLED AND OPERATIONAL, BY DISCONNECTING FROM THE TEMPORARY NETWORK.

8. NYCDOT DOES NOT SUPPLY EQUIPMENT FOR TEMPORARY LIGHTING. THE CONTRACTOR SHALL FURNISH ALL TEMPORARY EQUIPMENT.

9. THE CONTRACTOR SHALL PROTECT ALL TEMPORARY CONDUIT/CONDUCTORS USED/REQUIRED TO MAINTAIN POWER TO THE CONNECTED LOAD DURING VARIOUS STAGES OF CONSTRUCTION.

10. RELOCATION OF TEMPORARY LIGHTING POLES AT EACH STAGE. ALL MAINTENANCE AND ENERGY COST DURING THE DURATION OF PROJECT AND OTHER RELATED WORK AND ALSO ITEMS RELATED TO TEMPORARY LIGHTING SYSTEM NOT IDENTIFIED IN ANY PAYMENT ITEM. SHALL BE PAID IN ITEM 661.22010011.

11. CONTRACTOR SHALL PROVIDE AND MAINTAIN TEMPORARY LIGHTING OF AN AVE. OF 1FC AND AVE./MIN. RATIO OF A MAX 4:1, AS PER NYC DOT STREET LIGHTING STANDARDS.
NYCDOT
Bureau of Permit Management and Construction Control
Work Permit
New York State Dept. of Transportation  
Region 11  
Hunters Point Plaza  
47-40 21st Street  
New York, NY 11101  

Attn: Mr. Bruce Oguerek, P.E.  
Tel.: (718) 482-4801

Re: PIN X807.23; D900037  
Deck Replacement of Three (3) Bridges  
in the Bronx, Brooklyn & Queens,  
Randall Avenue Bridge over Throgs Neck  
Expressway (I-695), 86th Street Bridge over  
Gowanus Expressway (I-278) & Lefferts  
Boulevard Bridge over South Conduit  
Avenue and Belt Parkway (907D)  

Boroughs of The Bronx, Brooklyn and  
Queens

WORK PERMIT

Stipulations are hereby given to the New York State Dept. of Transportation and its duly authorized representatives, to enter upon and restrict the flow of traffic according to the times and schedules as stipulated herein on the Throgs Neck Expressway (I-695), Gowanus Expressway (I-295), Belt Parkway (907D) and South Conduit Avenue for the purpose of bridge rehabilitation with all work incidental thereto, subject to the following stipulations:

1. This permit shall be in effect as of .................................................

2. .............................................................

RANDALL AVENUE BRIDGE OVER THROGS NECK EXPRESSWAY (I-695)

The Permittee may close one (1) lane (northbound or southbound) on the Throgs Neck Expressway between the Throgs Neck Bridge and Country Club Road to vehicular traffic as follows:

A. NORTHBOUND

   - 9:00 AM – 2:00 PM, Monday through Friday.
   - 10:00 PM – 5:00 AM, Monday night through Friday morning.
   - 11:00 PM – 2:00 PM, Friday night through Saturday afternoon.
   - 11:00 PM – 3:00 PM Saturday night to Sunday afternoon

B. SOUTHBOUND

   - 9:00 AM – 3:00 PM, Monday through Friday.
   - 10:00 PM – 5:00 AM, Monday night through Friday morning.
   - 10:00 PM – 6:30 AM, Friday night through Saturday morning.
   - 10:00 PM – 1:00 PM, Saturday night through Sunday afternoon.

The Permittee may close two (2) lanes (northbound or southbound) on the Throgs Neck Expressway between the Throgs Neck Bridge and Country Club Road to vehicular traffic as follows:

C. NORTHBOUND

   - 11:01 PM – 5:00 AM, Tuesday morning through Friday morning.
   - 12:00 AM – 7:00 AM, Saturday morning.
   - 1:00 AM – 9:00 AM, Sunday morning.
D. SOUTHBOUND
   • 11:01 PM – 5:00 AM, Tuesday morning through Friday morning.
   • 12:00 AM – 6:30 AM, Saturday morning.
   • 1:00 AM – 9:00 AM, Sunday morning.

2A. The Permittee must maintain two (2) eleven (11') foot lanes, one in each direction for vehicular traffic and one sidewalk for pedestrian traffic on Randall Avenue Bridge.

3. **86TH STREET BRIDGE OVER GOWANUS EXPRESSWAY (I-278)**
   The Permittee may close one (1) lane (northbound or southbound) on the Gowanus Expressway between the Verrazano-Narrows Bridge and Seventh Avenue to vehicular traffic as follows:

E. NORTHBOUND
   • 9:00 AM – 2:00 PM, Monday through Friday.
   • 10:00 PM – 5:00 AM, Monday night through Friday morning.
   • 11:00 PM – 3:00 PM, Friday night through Saturday afternoon.
   • 11:00 PM – 3:00 PM Saturday night to Sunday afternoon

F. SOUTHBOUND
   • 10:00 AM – 3:00 PM, Monday through Friday.
   • 10:00 PM – 5:00 AM, Monday night through Friday morning.
   • 10:00 PM – 6:30 AM, Friday night through Saturday morning.
   • 10:00 PM – 2:00PM, Saturday night through Sunday afternoon.

The Permittee may close two (2) lanes (northbound or southbound) on the I-278 between the Verrazano-Narrows Bridge and 70th Street to vehicular traffic as follows:

G. NORTHBOUND
   • 1:00 AM – 5:00 AM, Tuesday morning through Friday morning.
   • 1:00 AM – 6:30 AM, Saturday morning.
   • 2:00 AM – 9:00 AM, Sunday morning.

H. SOUTHBOUND
   • 1:00 AM – 5:00 AM, Tuesday through Friday morning.
   • 1:00 AM – 6:30 AM, Saturday morning.
   • 2:00 AM – 9:00 AM, Sunday morning.

3A. The Permittee must maintain three (3) eleven (11') foot lanes, one in each direction and one alternating left-turn lane, for vehicular traffic and one sidewalk for pedestrian traffic on 86th Street Bridge.

4. **LEFFERTS BOULEVARD BRIDGE OVER SOUTH CONDUIT AVENUE AND BELT PARKWAY (907D)**
   The Permittee may close one (1) lane (eastbound or westbound) on the Belt Parkway to vehicular traffic as follows:

I. EASTBOUND
   • 10:00 AM – 2:00 PM, Monday through Friday.
   • 10:00 PM – 5:00 AM, Monday night through Friday morning.
   • 11:00 PM – 7:00 AM, Friday night through Saturday morning.
   • 11:00 PM – 8:00 AM Saturday night to Sunday morning.

J. WESTBOUND
   • 10:00 AM – 3:00 PM, Monday through Friday.
   • 10:00 PM – 5:00 AM, Monday night through Friday morning.
   • 10:00 PM – 6:00 AM, Friday night through Saturday morning.
   • 10:00 PM – 11:00 AM Saturday night to Sunday morning.
The Permittee may close two (2) lanes (eastbound or westbound) on the Belt Parkway to vehicular traffic as follows:

K. EASTBOUND
- 12:00 AM - 5:00 AM, Monday through Friday.
- 12:00 AM - 7:00 AM, Saturday morning.
- 1:00 AM - 8:00 AM, Sunday morning.

L. WESTBOUND
- 12:00 AM - 5:00 AM, Monday through Friday.
- 12:00 AM - 6:00 AM, Saturday morning.
- 1:00 AM - 9:00 AM, Sunday morning.

4A. The Permittee must maintain two (2) eleven (11') foot lanes, one in each direction for vehicular traffic and one sidewalk for pedestrian traffic on Lefferts Boulevard Bridge.

5. This permit must be present on site when the approved work is being performed.

6. To reserve a lane or roadway closures on primary, secondary and local streets; the Permittee must obtain a separate permit from OCMC - Highways. OCMC - Highways will facilitate obtaining these “No Fee” permits. Permits for emergency and non-emergency work may be obtained by phone and facsimile to expedite the work. The Permittee or State representative must contact this office at least one business day prior to request and reserve a lane or street closure. This will reserve the street segment(s) for your activities and facilitate the issuance of the appropriate permits. The original permits may be picked up and signed within “seventy-two” hours.

6A. LOCAL STREET ONE LANE(S) CLOSURES ARE PERMITTED FROM 10AM-3PM MON-FRI, 10PM-5AM MON-SAT while maintaining all other lanes open to vehicular traffic. These working hours are permitted on the service roads and with proper executed permits as per stipulation 6 above.

6B. Within the staged work zones adjacent to the bridge proper the permittee may flag two-way traffic from 12:01AM-5:00AM, Monday mornings through Saturday mornings.

7. Significant lane closures of Arterial Highways where at anytime two thirds (2/3) of the number of roadway lanes are closed between 1:00 AM and 5:00 AM or fifty percent or more of the roadway lanes are closed at other times, notification shall be given to the public via the placement of Variable Message Signs (VMS) 7 days prior to the actual closure, when possible.

8. This permit is not valid unless it is signed by both the New York City Department of Transportation representative and the authorized representative of the Permittee.

9. Section 24 - 224, Administrative Code Variance is hereby granted for hours and days stipulated above.

10. A “Holiday Construction Embargo” will be in effect on Gridlock Alert Days from mid-November (the exact dates will be published each year in the New York City Department of Transportation’s OCMC yearly Holiday Embargo release, there are approximately ten (10)) to January 2nd. During this period, no lane or ramp closings will be permitted from 6:00 AM to Midnight except by written permission from the OCMC. This stipulation supersedes all others in this permit.

11. No staging and/or storage sites are authorized or will be permitted unless approved in writing (where owned by New York City) by the New York City Department of Transportation’s Division of Arterial Maintenance and/or the New York City Department of Parks and Recreation (if park land is involved) or (where State owned) by New York State Department of Transportation with New York City concurrence where applicable. Except for State owned sites where City concurrence is not necessary changes in the site or limits can only be made by an amendment to this permit as applicable. A detailed drawing must be submitted and will become an attachment to the amendment. A DPR Permit shall constitute written approval from the Parks Dept.

The Department of Parks and Recreation’s conditions, terms and special conditions as presented in their Permit # is an integral part of this Permit.
12. The Permittee agrees to assume all responsibility for injury or damages to private and/or City property caused through the operations of the permit and to save and hold harmless the City of New York and the New York City Department of Transportation from all claims and suits which may arise there from.

13. The Permittee shall be responsible to provide notification to the local Community Board and Borough President's Office prior to the commencement of work. Additionally, notification shall be made to the local Councilman's office. Proof of notification must be filed with the OCMC prior to the commencement of work.

14. The Permittee shall notify the New York City Dept. of Transportation's Situation Room at (718-433-3340), the NYPD Traffic Management Center at (718-706-6062), the Chief of Emergency Medical Services via fax at (718-999-0497) and the local fire house two (2) hours prior to his/her proposed traffic lane reductions or street closings for any purpose. The Permittee shall also immediately notify the Situation Room and JTOC upon reopening and in the event of an emergency condition.

15. The Permittee shall adhere to all pertinent rules and regulations of the New York City Department of Transportation relative to the use and occupancy of street space, the provisions of his agreement and the performance of his/her (or its) work.

16. The Permittee shall adhere to the NYCDOT Bureau of Bridges' Special Provisions for Landscape Protection, Maintenance and Restoration, items 1.18.15 through 1.18.19, whenever and wherever any of the Permittee's activities occur within a limited access arterial highway right-of-way. Copies of these provisions may be obtained from the New York City Department of Transportation's Director of Arterial Maintenance at 212.839.9875.

17. This Permit is limited to activity performed in conformance with this agreement with the New York City Department of Transportation and does not permit any other activities, which could be a hazard or distraction to the roadway user.

18. No deviation or departure from these stipulations will be permitted without the prior written approval of the New York City Department of Transportation. Requests for such modifications shall be submitted to the OCMC a minimum of ten (10) days in advance for consideration.

19. To ensure a traffic flow at all times storage of materials and equipment shall not be permitted within the traveled way of the highway. Storage areas shall be separated from the traveled way by a clear space of 30 feet minimum width, unless such storage is placed behind concrete barrier or permanently installed bridge railing.

20. Any excavations shall be adequately fenced and/or decked over by the Permittee to preclude entry by errant vehicles, pedestrians or animals.

21. The Permittee shall insure that construction materials and/or excavated soil and rocks temporarily stored on slopes are secured by straw bales or other effective means to prevent their movement into the travel way and clear zone (recovery zone) area.

22. When work is performed in or adjacent to sidewalk areas, a safe pedestrian walkway having a minimum width of five (5) feet shall be provided at all times by the Permittee.

23. Any commercial vehicles required by the Permittee's operations shall enter the Parkway at the nearest entrance to an individual work site and leave the Parkway at the nearest exit thereafter. This Permit shall constitute permission by the Commissioner of the Department of Transportation for the operation of a commercial vehicle "on a parkway" for construction purposes. The Permittee is advised that there may be HEIGHT and/or WEIGHT restrictions for structures on the Parkway/Drive. The Permittee shall assure that his/her vehicles do not exceed these restrictions.
24. Concurrent with construction work of this contract, if other projects on this and/or adjacent highways are under construction then the Permittee is to become familiar with the scheduling of those projects and schedule his activities accordingly. To facilitate the flow of traffic, the permissible work hours may be modified as deemed necessary by the New York City Department of Transportation with consultation with NYSDOT.

25. In order to provide an adequate transition for the safe flow of traffic, when the Permittee's (or another Permittee's) work sites are in two (2) different lanes in the same direction, those work sites shall be separated by a distance of at least two (2) miles.

26. Warning signs and traffic safety devices shall be provided, installed, maintained and removed by the Permittee in accordance with the New York State Department of Transportation's "Manual of Uniform Traffic Control Devices". The Permittee shall provide the appropriate channelization for traffic approaching and leaving his/her worksite. The Permittee shall provide flagpersons, cones, barricades, etc. as required for public safety. The Permittee is responsible for the adequacy of the safety devices.

27. When water is being used at the work site for any purpose (i.e., concrete curing, saw cutting, etc.), the Permittee is required to insure, through any and all appropriate measures, that the water does not freeze on the roadway or sidewalks. The Permittee will be responsible to maintain a clear and safe travel path.

28. During the time a lane closure is permitted, the Permittee may intermittently stop traffic on the adjacent lane(s) of the same roadway for periods not to exceed five (5) minutes in duration for the purpose of transporting or securing equipment that may extend beyond the closed lane(s). A minimum of one (1) hour, or until the traffic queue is relieved, whichever period is shorter, is required between any two such closures.

29. Operation of a crane, derrick, shovel or other similar equipment for any and all work within the streets shall be carried out by the Permittee in accordance with the Rules, Regulations and Requirements of the New York City Department of Transportation and the New York City Department of Buildings and shall comply with all provisions of the New York City Noise Control Code. In addition, if this equipment is to be placed so that any part of the load will be superimposed on the sidewalk or roadway, the Permittee must file, with the New York City Department of Transportation, Office of Construction Mitigation and Coordination, a statement by a Professional Engineer, licensed by the State of New York, certifying the following:

(a) That the sidewalk or roadway area and the supporting subgrade can safely bear the crane load. Should the condition of the sidewalk or roadway area require that the crane load be distributed over a larger area than afforded by the elements of the crane, the engineer shall furnish the full dimensioned details of the load distribution;

(b) That the Engineer has taken all necessary measures to ascertain that there is no vault or subway tunnel underneath the sidewalk area or that if a vault or subway tunnel does exist its roof is sufficiently strong to support the load to be superimposed thereof;

(c) That the sheeting or retaining walls supporting any excavations adjoining the sidewalk or roadway area required to carry a load have been examined by the Engineer and have been found to be sufficiently strong to support the area carrying the crane load. Should the crane be employed making any excavation adjacent to the crane, the Engineer shall specify the sheeting or retaining wall reinforcement required to support the crane.

30. A Holiday Embargo is in effect for the Holidays (as determined by the New York City Office of Payroll Administration) with the following provisions:

When a Holiday falls or is observed by the City of New York on a Monday or Friday no lane or ramp closures are permitted from noon on the previous business day to 6:01 AM on the following business day. For example if the holiday falls or is observed on Friday then no lane closure would be permitted from 12:01 PM on Thursday to 6:01 AM on Monday. If the Holiday falls or is observed on Monday then no lane closure is permitted from 12:01 PM on Friday to 6:01 AM on Tuesday. In addition when a Holiday falls or is observed midweek (Tuesday, Wednesday or Thursday) no Lane closures shall be permitted from noon on the previous business day to 6:01 AM on the following business day.
The Holiday Embargo as detailed above, is in effect for the following Holidays: New Years Day, Mother's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day. Note: for Thanksgiving Day the Embargo begins on Wednesday at 12 noon and extends to Monday 6 AM, at which time the original stipulations shall be in effect.

A special embargo is in effect for the following holidays: Eve of Rosh Hashanah, Eve of Yom Kippur, Eve of Passover. No lane or ramp closures permitted from 1:00 PM to sundown.

31. Work cannot be performed during the New York City 5 Boroughs Bike Tour and the New York City Marathon, unless granted special permission by the New York City Department of Transportation, Office of Construction Mitigation and Coordination.

32. The Permittee shall comply with the Industrial Code of the State of New York Part (Rule No.) 53 relating to Construction, Excavation and Demolition Operations at or near underground facilities. Additionally, the Permittee shall similarly notify the owners of overhead cables or other electrical or street lighting equipment in the area covered by the Permit.

33. The Permittee is reminded that the appropriate Rules and Regulations that apply to the cleaning and painting of structural steel must be rigidly followed, as specified by NYSDOT Specifications.

34. When a contractor performs work at night, the work site shall be illuminated to the satisfaction of the Engineer-In-Charge (EIC). The EIC shall be the sole judge of when illumination is required.

35. The contractor shall be responsible for identifying his/her construction signage. The identification shall include the contracting agency, the contractor's name and the contract number. This identification shall be placed on the back of all signs.

36. The Permittee shall, at its own expense, be under absolute obligation to determine the location of and provide protection from damage or loss for all subsurface facilities and overhead structures in the permit area. In the event of any damage or loss to such subsurface facilities and overhead structures, the Permittee shall promptly replace or repair such facilities and structures, as directed by the New York City Department of Transportation or other City agency having jurisdiction thereof or by the owner thereof.

37. The City makes no representation as to the character of the fill in the streets, and voids therein, or the condition of the sidewalks. The Permittee accepts full responsibility and liability for any disturbance or damage, which may be caused to adjoining pavements, sidewalks or structures by or in connection with the permit activity. All damaged sidewalk or roadway pavements shall be restored (to the nearest full flag for sidewalks) in conformance with the Standard Specifications of the New York (City/State) Department of Transportation.

38. The Permittee shall furnish and install tarpaulins enclosing the immediate site of his cleaning and painting operations to insure complete protection of the general public and property, both on and below the roadway against possible damage from scraping, paint drippings, wind blown paint, dust, concrete, etc. This permit does not constitute approval of either painting or paint removal methodology. All signs and signals shall be protected daily with clean and transparent coverings.

39. The washing of concrete truck drums within the Arterial Highway or city street right-of-way is strictly prohibited unless the contractor utilizes the New York State approved method.
40. ELECTRICAL INSPECTIONS UNIT (EIU)

Construction Stipulations to Prevent Damage to NYC Electrical Equipment

(a.) The NYC DOT Office of Construction Mitigation and Coordination (OCMC) - Highways must be contacted at telephone number 212-839-9643 or fax number 212-839-8970 at least two weeks prior to the commencement of any work so that a pre-construction inspection may be performed. If any repairs are made by NYC DOT EIU after the pre-construction inspection is performed, EIU shall notify OCMC so that the item(s) may be deleted from the inspection list.

(b.) NYSDOT will provide the NYC DOT Electrical Inspections Unit with a weekly schedule prior to the commencement of any excavation work, i.e. trench excavations, landscaping excavations such as for tree or bush pits, all other excavations, guiderail installations or any other installations involving drilling or the use of Hilti-bolts, or any other event when the earth gets moved on all highway surfaces, including grade level and elevated roadways, ramps, overpasses, paved and non-paved shoulder portions, over or adjacent to electrical lines, on or adjacent to the roadway, including excavation on shoulders both paved and non-paved surfaces.

(c.) Accessibility to, plus a three-foot minimum clearance, must be made available at any street light, traffic signal or ITS pole, panel box, junction box, ITS system or camera, or any other NYC electrical systems equipment.

(d.) NYCDOT will provide routine maintenance to lights in construction areas.

(e.) The contractor shall perform all work with care so that any materials which are to remain in place, or which are to remain the property of NYC will not be damaged. If the contractor damages any materials which are to remain the property of NYC, the damaged materials shall be repaired or replaced in a timely manner, approved by the NYC DOT Electrical Inspections Unit, and at no cost to NYC.

(f.) In the event of damage to electrical lines, including but not limited to electrical conduit, street light poles, pull boxes, panel boxes, junction boxes, cameras, or any other NYC electrical systems equipment on or adjacent to all highway surfaces, including grade level and elevated roadways, ramps, overpasses, and paved and non-paved shoulder areas, notice must be made to the Chief of the NYC DOT/EIU at telephone number 718-786-2825, or 24-hour emergency number 718-433-3340, at the time of such occurrence. An EIU inspector will be dispatched to evaluate and document the condition and coordinate the necessary repairs. NYSDOT will conduct any trouble-shooting work. The permittee shall be permitted to conduct the necessary repairs without delay following notification to NYCDOT. If an EIU inspector is not able to respond to the jobsite when the repairs are being performed, NYSDOT will provide pictures and/or other documentation to confirm that the appropriate work has been completed.

41. The Permittee’s vehicles shall not exceed the posted weight and/or height restrictions for any street, highway, bridge or viaduct section that he/she must travel upon.

42. During the snow season, the contractor shall be required to post “LIFT PLOW” signs at all locations (in both directions if necessary) where they have installed steel plates.

43. Roads used for the hauling of materials shall be kept free from debris and maintained by the Permittee and left in a condition satisfactory to the engineer-in-charge (EIC).

44. On roadways/streets where rush hour parking and/or standing regulations are posted, the Permittee shall modify his schedule to conform to those (rush hour) restrictions.
45. The Permittee shall not park his equipment or store material overnight where it is deemed to be a safety hazard to the traveling public.

46. The Permittee shall not obstruct fire hydrants, crosswalks, pedestrian ramps, fire alarm boxes, bus stops or any public utility while performing his/her work. The Permittee may not move or remove "Bus Stop" signs without prior written approval from both the New York City Department of Transportation and the New York City Transit.

47. This is not a parking permit. The Permittee shall obey all traffic laws and regulations.

48. This Permit may be amended to cover new or unforeseen conditions at the discretion of the New York City Department of Transportation, after consultation with the Permittee. The New York City Department of Transportation reserves the right to cancel this permit at any time for any valid reason.

49. This Permit, unless terminated at the discretion of the New York City Department of Transportation, will expire on

APPROVED:

JAY JABER, P.E.
Assistant Commissioner
Permit Management and Construction Control

Bruce Ogurek, P.E.
Director of Construction

TC:ec

11/21/16, 11/23/16

c: Dagher, Noto, Ardito, Campbell, Constantine, Situation Room, Police Dept. (Traffic Division), Fire Department, Litigation Support, HQA – Highway Unit 55 Water St., 7th Fl. CC file, Project file
New York City Department of Parks and Recreation
Letter of Intent to Permit
6/24/2016  
Tariq Bashir  
New York State Department of Transportation  
Tariq.Bashir@dot.ny.gov

RE: PIN X807.23 BIN 1076650 Rehabilitation of Lefferts Boulevard Bridge over Belt Parkway  
Letter of Intent to Permit  
for NYC Department of Parks and Recreation

Mr. Tariq Bashir:

I am writing on behalf of NYC Department of Parks & Recreation regarding an initial assessment of the anticipated impacts to DPR assets by work contemplated under Rehabilitation of Lefferts Boulevard Bridge over Belt Parkway. At this time, I have reviewed this project on the following bases:

- A description of the scope of work to be performed under this project;
- Visit with you to the project site on 28 June 2016;
- Preliminary descriptions of likely access needs;
- Review of our property map for the area, which does not include the parkway verge;
- Collaborative review with Queens Forestry, the Park Manager, and our maintenance partner NYCDOT Arterial Maintenance’s Deputy Director;

As you know, my Department has ownership jurisdiction of landscape areas in the vicinity of, but not affected by, this contract, namely Lefferts Playground.

After reviewing this project on the above listed bases, it is our intent to permit the work if required. However, as you know, we cannot grant permits without plans, and because this is a design-build contract, no construction documents are available for review at this time. We are confident that, upon the development of plans, we will be able to issue any permit reasonably required to accomplish the work, after your designee’s complete application at http://www.nycgovparks.org/permits/construction

To aid in your design and procurement process, I am attaching a copy of our draft permit, which we will execute with your contractor if required to facilitate work access.

As you know, a Parks tree work permit may be required for this work due to proximity to city-owned trees. Prior to construction, contractor may apply at www.nycgovparks.org/services/forestry/tree-work-permit.

Sincerely,

Jonathan Landsman  
Interagency Coordination

Encl: Map of Park Assets in Vicinity of PIN X807.23 BIN 1076650 Rehabilitation of Lefferts Boulevard Bridge over Belt Parkway  
DPR Letter of Intent to Permit for PIN X807.23 BIN 1076650 Rehabilitation of Lefferts Boulevard Bridge over Belt Parkway
Parklands in Project Vicinity
X807.23 BIN 1076650

Jonathan Landsman
Interagency Coordination
NYC Department of Parks & Recreation
This document constitutes a construction permit ("Permit") issued by the City of New York City ("City") Department of Parks & Recreation ("Parks") to PermitteeName ("Permittee") to perform certain construction work known as the ProjectNameORScope from 1 January 2017 until 1 January 2017, (the "Term"), in the location known as ParkName as more particularly described on the attached map (hereinafter referred to as the "Permitted Premises" and shown on Attachment A).

1. Grant

   A. This Permit grants Permittee a non-exclusive license to enter the Permitted Premises, subject to the terms and conditions of this Permit, for the limited purposes set forth herein. Permittee has no ownership interest in the Permitted Premises and shall have no rights with respect to the Permitted Premises except as set forth herein.

   B. This Permit authorizes the following activities (hereinafter referred to as the "Work"):

      i. Permittee to perform the construction work described in Attachment B in the Permitted Premises during the Term, and

      ii. Permittee to restore the Permitted Premises, along with any other Parks premises or systems affected by the Work, to its pre-Work condition or better, as directed by Parks and to Parks sole satisfaction and approval.

C. Special Conditions

   i. [No special conditions.]

2. General Prohibitions

   A. Without separate, express written consent from Parks, Permittee is expressly prohibited from:

      i. Occupying, using or in any way affecting Parks premises, systems or resources other than that within the Permitted Premises,

      ii. Performing any activities within the Permitted Premises other than those described in Attachment B,

      iii. Performing any Work or other activities pursuant to the Permit not supported by industry standards, best practices or applicable construction or material codes, and

      iv. Using or connecting to any of Parks’ utilities, including but not limited to water and electric service. Permittee must independently source its own utility service.

   B. The express prohibitions of this Paragraph 2 do not limit or modify any other terms and conditions contained in the Permit.
3. **Notifications**

Permittee shall notify the Chief of Operations for the Borough in which the Permitted Premises is situated, or the Chief’s designee, at least forty-eight (48) hours before starting the Work.

Contact information for the Chief of Operations of each Borough can be accessed at:

http://www.nycgovparks.org/about/people

4. **Conditions and Terms of Issuance**

   A. Permittee shall strictly adhere to all City, state and federal laws, rules and regulations, including but not limited to the Rules and Regulations of Parks. Parks does not approve or authorize any work or other activities except as set forth in this Permit or its attachments.

   B. Permittee shall, at its sole cost and expense, restore and improve any City property damaged, disrupted or disturbed by the Work, or any other activities by the Permittee, whether or not such property lies within the Permitted Premises. Any such restoration and improvement is subject to the same terms and conditions as are the Work to Parks sole satisfaction and approval.

   C. Permittee shall be responsible for its contractors, subcontractors, consultants, or any other party used by Permittee in connection with the performance of the Work. Permittee’s contractors and subcontractors are bound by the terms and conditions of this Permit and Permittee shall be liable for any damages caused by Permittee’s contractors and subcontractors.

   D. Permittee acknowledges that all Parks utilities, systems and property within and servicing the Permitted Premises are operational prior the commencement of Work. Any action taken by Permittee that affects any Parks utility, system or property whatsoever obligates Permittee to restore such utilities, systems and property to their fully operational and improved condition as reasonable determined by Parks at Permittee’s sole expense and within a time period reasonably determined by Parks.

   E. Prior to the commencement of the Work, Permittee shall take a complete and thorough set of photographs showing the existing condition of the Permitted Premises and access areas, and shall submit same to Parks’ Construction Permit office. Such photographs will be used to determine the scope of restoration requirements. All Work shall be performed exclusively in the areas shown on Attachment A.

5. **Expiration, Termination, Amendment and Extension of Permit**

This Permit expires automatically on the Expiration Date and is terminable at will at the discretion of the Commissioner of Parks or their designee (“Commissioner”) upon twenty-four (24) hours’ notice to Permittee. Extension requests must be made in writing thirty (30) days prior to the Expiration Date. Parks reserves the right to amend this Permit at any time to cover new conditions.

6. **Coordination**

   A. In the event that, during the progress of the Work, Parks authorizes parties other than the Permittee (“Authorized Others”) to use the Permitted Premises, Permittee shall coordinate the Work with Authorized Others’ activities and shall fully cooperate with and carefully coordinate its own Work with Authorized Others’ activities as may be directed by the Commissioner. Permittee shall not commit or permit any act which will interfere with the Authorized Others’ activities.

   B. If the Commissioner determines that Permittee is failing to coordinate its Work with the activities of Authorized Others as directed by Parks, then the Commissioner shall have the right to terminate the Permit and recover damages, including liquidated damages, from the Permittee until Permittee fully complies with such directions.
C. Permittee shall notify the Commissioner in writing if any Authorized Others fail to coordinate their activities with the Permittee’s Work. If the Commissioner finds such charges to be true, the Commissioner shall promptly issue directions to such Authorized Others as the situation may require. The City shall not, however, be liable for any damages suffered by Permittee for any Authorized Others’ failure to coordinate their activities with the Work or by reason of the Authorized Others’ failure to promptly comply with the directions so issued by the Commissioner, or by reason of any Authorized Others' default in performance, it being understood that the City does not guarantee the responsibility or continued efficiency of any party. Permittee agrees to make no claim against the City for any damages relating to or arising out of any directions issued by the Commissioner pursuant to this Paragraph 6 (including but not limited to the failure of any Authorized Others to comply or promptly comply with such directions), or the failure of the Commissioner to issue any directions, or the failure of any Authorized Others to coordinate their work, or the default in performance of any Authorized Others.

7. Other Agencies and Authorities
   A. This Permit is issued for construction work on lands under the jurisdiction of Parks. Permittee shall be responsible for securing any and all other permits required to perform any of the Work.
   B. Upon the completion of the Work, Permittee shall furnish to Parks and to any other agency or authority involved in the permitting process for the Work plans of such character as may be directed, showing accurately and distinctly the location, size and type of construction, and complete dimensions of the Work erected or installed in connection with this Permit, as well as the location and dimensions of all substructures encountered during the progress of the Work.
   C. The Work shall be open at all times to the reasonable inspection of all agencies and authorities involved in the permitting process for the Work as well as all agencies with applicable oversight authority over any portion of the Work.

8. Forestry Requirements
   A. Permittee shall comply with all Forestry requirements set forth in Attachment C.
   B. In addition, Permittee shall:
      i. not stockpile any construction material within the dripline of trees,
      ii. perform at its sole cost and expense compensatory pruning of trees adversely affected by the Work. Pruning shall be done by a Parks-approved, licensed arborist and as directed by Parks,
      iii. install wooden tree guards as directed by Parks, circumvent trees by trenching outside the dripline of the trees, and
      iv. remove all dead plant material resulting from Permittee’s activities under this Permit determined by Parks, from the Permitted Premises.
   C. Tree Replacements:
      i. Permittee shall not remove any trees from the Permitted Premises other than those authorized by Attachment C.
      ii. Any trees removed from the Permitted Premises shall be replaced in accordance with the law and as follows:
         a) Tree replacements are to be determined on a square inch for square inch basis; i.e., the basal area calculated at a point 4'-6" above finished grade of the replacement trees must equal at least the basal surface area of the existing trees.
         b) Replacement trees must be 3”-3 1/2” caliper trees in species acceptable to Parks.
c) All trees killed or severely damaged by Permittee shall be replaced as per the basal area replacement formula described in 8(C)(ii) above.

D. During the term of this Permit all grass areas disturbed by Permittee shall be restored with seed in at the direction of and to the satisfaction of Parks.

E. Plantings Guarantee. Plantings (trees, shrubs) shall be watered and otherwise cared for and guaranteed by Permittee for a period of one year after the final inspection and acceptance by Parks. After the one year guarantee period, any tree or shrub that requires replacement (as directed by Parks) shall carry an additional six month maintenance guarantee. Replacement plantings must successfully survive the six month period or again be subject to replacement until accepted by Parks. Where Parks has determined, in its sole discretion, that vandalism is the cause for replacement, Permittee shall not be responsible for replacement during the one year guarantee period after the final acceptance or during any subsequent six month guarantee period.

9. Access and Use Requirements

A. Permittee shall not commence the Work until all required permits and approvals have been obtained from all appropriate agencies and authorities.

B. For any questions regarding the Permitted Premises, Permittee shall contact the Chief of Operations for the Borough in which the Permitted Premises is located.

C. Prior to any excavation, Permittee shall contact "One Call Users' Council, Inc." at 1-800-272-4480, to obtain information on underground utilities.

D. Access to the Permitted Premises shall be via Parks' Roads and Paths unless otherwise approved by Parks or any other agency with jurisdiction over adjacent routes.

E. Permittee shall maintain all areas used for access to the Permitted Premises, as well as any staging areas, in a condition acceptable to Parks.

F. Permittee shall not permit construction debris to accumulate anywhere on the Permitted Premises and shall clean up the Permitted Premises on a regular basis during the Construction Term.

G. Permittee shall use refuse receptacles of a capacity which has been determined by Parks to not be detrimental to the access roads and paths leading to the Permitted Premises.

H. Permittee shall not park private vehicles on Parks' property.

I. Emergency vehicles must always have access through the Permitted Premises.

10. Maintenance and Restoration of Site

A. Permittee shall, at its sole cost and expense, completely replace and restore to their pre-Work conditions or better all Parks property and systems, including but not limited to planted areas, trees, shrubs, existing structures or substructures, utility lines, roads, walks and curbs, that are damaged or destroyed by Permittee, whether in or outside the Permitted Premises to Parks sole satisfaction and approval.

B. Such replacement or restoration work must comply with all applicable laws, rules, and regulations, be completed within the deadline reasonably established by the Commissioner and be approved by Parks' Construction and Forestry Divisions. All replacement and restoration work shall be performed at the direction and to Parks sole satisfaction and approval.

C. Upon the expiration or sooner termination of this Permit, all temporary structures, equipment and material belonging to Permittee shall be removed from the Permitted Premises.

D. Guarantee (Other Than Plantings). All materials used to restore the Permitted Premises, subject to settlement, which remain on the Permitted Premises upon the expiration of this Permit shall be
maintained and guaranteed by Permittee for a period of one year after the final inspection and acceptance by the Parks.

E. **Supervision.** Permittee shall have qualified supervisory personnel present at the Permitted Premises during all phases of the restoration to ensure that Permittee adheres to all Parks’ specifications.

F. **Final Inspection.** Permittee shall notify Parks after the Construction Term when the Permitted Premises is ready for final inspection to certify that Permittee has restored the Permitted Premises in accordance with the terms of this Permit.

G. **Weekend or Holiday Work.** All Work shall be performed in accordance with Sections 24-222 and 24-223 of the Administrative Code of the City of New York. No Work other than for emergencies or as required by the City or its appropriate agency is to be performed on Parks property on Saturdays, Sundays or Holidays, except by written permission from Parks and in compliance with all City, state and federal laws and the Parks Rules and Regulations.

H. **Safety Devices.** Barricades, warning devices, signs, flags, lights, shall be provided and maintained as required to insure public safety. Permittee is responsible for the adequacy of the safety devices. Permittee shall, upon direction by Parks, vary and/or increase the safety devices installed on the Permitted Premises. Permittee shall maintain any such devices in good condition throughout the duration of this Permit.

I. Regardless of prior existing conditions at the Permitted Premises, all Work and restoration must be performed at a level consistent with standard construction procedures for new work.

**11. Modifications/Choice of Laws/Venue**

A. This Permit constitutes the whole of the agreement between the parties hereto, and no other representation made heretofore shall be binding upon the parties hereto. No modification to this Permit shall be valid unless in writing, signed by the parties hereto. Waiver of any breach or default of any provision herewith shall not be deemed a waiver of any subsequent breach of the same or other provision. This Permit shall be deemed to be executed in New York City, State of New York, regardless of the domicile of the Licensee and shall be governed by and construed in accordance with the laws of the State of New York.

B. The parties agree that any and all claims asserted by or against the City arising under or related to this Permit shall solely be heard and determined either in the courts of the United States located in the City or in the courts of the State located in the City and County of New York. The parties shall consent to the dismissal and/or transfer of any claims asserted in any other venue or forum to the proper venue or forum. If Permittee initiates any action in breach of this Permit, Permittee shall be responsible for and shall promptly reimburse the City for any attorneys’ fees incurred by the City in removing the action to a proper court consistent with this Permit.

**12. Liability**

A. To the fullest extent of permitted by law, Permittee shall defend, indemnify and hold the City and its officials and employees harmless against any and all claims, liabilities, settlements, damages, costs and expenses of whatever nature (including, without limitation, attorneys’ fees and disbursements) arising out of or related to any of the operations in connection with this Permit, or Permittee’s failure to comply with the law or any of the requirements of this Permit. Insofar as the facts or law relating to any of the foregoing would preclude the City or its officials and employees from being completely indemnified by Permittee, the City and its officials and employees shall be partially indemnified by Permittee to the fullest extent permitted by law.

B. Copyrights and Patents: To the fullest extent of the law, Permittee shall indemnify, defend, and hold the City and its officials and employees harmless against any and all claims, liabilities, settlements, damages, costs and expenses of whatever nature (including, without limitation,
attorneys’ fees and disbursements), against any of them for infringement or violation of any copyright, patent, trademark, service mark, trade dress, rights of publicity, or other intellectual or proprietary right, or any other property or personal right of any third party, in each case arising out of the use for the purpose of this Permit of any plans, designs, drawings or specifications furnished by Permittee in the performance of this Permit.

C. These indemnification provisions shall survive the termination or expiration of this Permit. These indemnification provisions shall not be limited in any way by any other provision of this Permit.

D. Permittee’s construction and restoration activities shall be performed in such manner that the stability of the existing and adjacent areas is not disturbed. Permittee shall be responsible for any damage caused to adjacent Parks areas or appurtenances which result from performance of the Work or the Restoration Work.

13. Insurance

A. Types of Insurance. From the date Permittee is required to provide Proof of Insurance pursuant to Section 13(C) below through the date of completion of all required Work, Permittee, its Contractors and Subcontractors shall maintain the following types of insurance as indicated herein (with the minimum limits and special conditions specified in Section 13(H)):

i. Commercial General Liability Insurance: Permittee shall maintain a Commercial General Liability (“CGL”) insurance policy or policies (including umbrella or excess policies, if any) satisfying the requirements of this Section 13. This insurance shall protect the insureds from claims for property damage and/or bodily injury, including death that may arise from any of the operations under this Permit. Coverage shall be at least as broad as that provided by the most recently issued Insurance Service Office (“ISO”) Form CG 0001. Such CGL insurance shall name “City of New York, together with its officials and employees,” as an Additional Insured with coverage at least as broad as the most recent edition of ISO Form CG 2026. Such CGL insurance shall be primary and non-contributing to any insurance or self-insurance maintained by the City and must be "occurrence" based rather than "claims-made".

ii. Workers’ Compensation, Employers’ Liability, and Disability Benefits Insurance: Permittee maintain, and ensure that each Contractor and Subcontractor maintain, Workers Compensation, Employers’ Liability, and Disability Benefits Insurance as required by New York law.

iii. Comprehensive Business Automobile Liability Insurance: Permittee shall maintain Comprehensive Business Automobile Liability insurance for liability arising out of any owned, non-owned, leased and hired vehicles to be used in connection with this Permit. Coverage should be at least as broad as the most recent edition of ISO Form CA0001.

B. General Requirements for Insurance Policies:

i. 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 Mayor’s Office of Operations.

ii. Permittee (or its contractors) 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.

iii. The City’s limits of coverage for CGL insurance shall be the greater of

   a) the minimum limits set forth in Section 13(H) or

   b) the limits provided to Permittee as Named Insured under all primary, excess and umbrella policies of that type of coverage.
C. Proof of Insurance:
   i. Before any Work pursuant to this Permit begins, Permittee shall, for each policy required under this Permit, except for Workers Compensation, Employers Liability and Disability Benefits Insurance, file a Certificate of Insurance with the Commissioner pursuant to 13(I).
   ii. All Certificate(s) of Insurance shall be in a form reasonably acceptable to the City and shall certify the issuance and effectiveness of the types of insurance specified in Section 13(A) and 13(H) and be accompanied by either a duly executed “Certification by Broker or Agent” in the form contained in Section 13(I) or completed copies of all policies referenced in the Certificate of Insurance. Where completed policies have not yet been issued, binders are acceptable.
   iii. Certificates of Insurance confirming renewals of insurance shall be submitted to the Commissioner prior to the expiration date of coverage of policies required under this Permit. Such Certificates of Insurance shall comply with the requirements of this Section 13.
   iv. Permittee shall be obligated to provide the City with a copy of any policy required by this Section 13 upon the demand for such policy by the Commissioner or the New York City Law Department.

D. Operations of Permittee:
   i. Permittee 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 hereunder does not excuse Permittee from securing a policy consistent with all provisions of this Section or of any liability arising from its failure to do so.
   ii. Permittee shall be responsible for providing continuous insurance coverage in the manner, form, and limits required by this Permit and shall be authorized to perform Work only during the effective period of all required coverage.
   iii. In the event that any of the required insurance policies lapse, are revoked, suspended or otherwise terminated, for whatever cause, Permittee shall immediately stop all Work, and shall not recommence the Work until authorized in writing to do so by the Commissioner.
   iv. Where notice of occurrence, accident, claim or suit is required under a policy maintained in accordance with this Section 13, Permittee shall notify in writing all insurance carriers that issued potentially responsive policies of any such event relating to any operations under this Permit (including notice to Commercial General Liability insurance carriers for events relating to Permittee’s or its Contractors’ 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. Permittee 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.

E. Wherever reference is made in this Section 13 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 Section 17.

F. Materiality/Non-Waiver: Permittee’s failure to secure policy(ies) in complete conformity with this Section, or to give the Insurance Company timely notice of any sort required in this Permit on behalf of the City, or to do anything else required by this Section 13 shall constitute a material
breach of this Permit. Such breach shall not be waived or otherwise excused by any action or inaction by the City at any time.

G. Other Remedies: Insurance coverage in the minimum amounts provided for herein shall not relieve Permittee of any liability under this Permit, nor shall it preclude the City from exercising any rights or taking such other actions as are available to it under any other provisions of this Permit or as otherwise provided by law.

H. Insurance Schedule

<table>
<thead>
<tr>
<th>Types of Insurance</th>
<th>Minimum Limits and Special Conditions</th>
</tr>
</thead>
<tbody>
<tr>
<td>Workers’ Compensation, Employer’s Liability, and Disability Insurance</td>
<td>Per Statutory Limits as required by the laws of the State of New York</td>
</tr>
<tr>
<td>Commercial General Liability</td>
<td>$1,000,000 per occurrence, $2,000,000 aggregate.</td>
</tr>
<tr>
<td></td>
<td>Additional Insureds:</td>
</tr>
<tr>
<td></td>
<td>1) City of New York, including its officials and employees, with coverage at least as broad as ISO Form CG 2026</td>
</tr>
<tr>
<td>Comprehensive Business Auto Coverage</td>
<td>$1,000,000 per accident</td>
</tr>
</tbody>
</table>

I. Certificates of Insurance

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

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

-- OR --

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

*Form of Certificate appears on the following page.*
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 __________________
14. Independent Contractors, No Assignment

The parties to this Permit shall be independent contractors, and nothing herein shall be deemed to make the parties hereto joint venturers, partners, agent/principal or otherwise. This Permit shall not be assignable without the other party’s prior written consent.

15. Investigations

A. The parties to this Permit shall cooperate fully and faithfully with any investigation, audit or inquiry conducted by a State of New York (“State”) or City governmental agency or authority that is empowered directly or by designation to compel the attendance 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.

B. If any person who has been advised that his or her statement and any information from such statement will not be used against him or 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 City, 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 City, or any public benefit corporation organized under the laws of the State of New York; or

i. If any person refuses to testify for a reason other than the assertion of his or 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 and is seeking testimony concerning the award of or performance under any transaction, agreement, lease, permit, contract or license entered into with City, State or any political subdivision thereof or any local development corporation within the City; then

C. The commissioner or agency head 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 days written notice to the parties involved to determine if any penalties should attach for the failure of a person to testify.

i. If any non-governmental party to the hearing requests an adjournment, the commissioner or agency head who convened the hearing may, upon granting the adjournment, suspend any contract, lease, permit or license pending the final determination pursuant to paragraph (e) below with City incurring any penalty or damage for delay or otherwise.

D. The penalties which may attach after a final determination by the commissioner or agency head may include, but not exceed:

i. The disqualification for a period not to exceed five years from the date of an adverse determination for any person or entity of which such person was a member at the time the testimony was sought from submitting bids for, transacting business with or entering into or obtaining any contract, lease, permit or license with or from City; and/or

ii. 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 Permit, 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 City.

E. The commissioner or agency head shall consider and address in reaching his or her determination and in assessing an appropriate penalty the factors in sub paragraphs (i) and (ii) below. He or she may also consider, if relevant and appropriate, the criteria established in sub-paragraphs (iii) and (iv) below in addition to any other information which may be relevant and appropriate:

i. 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.

ii. 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.

iii. The nexus of the testimony sought to subject entity and its contracts, leases, permits or licenses with City.

iv. 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 paragraph (d) above, provided that the party or entity has given actual notice to the commissioner or agency head upon the acquisition of the interest, or at the hearing called for in paragraph (c) (i) above gives notice and proves that such interest was previously acquired. Under either circumstance the party or entity must present evidence at the hearing demonstrating the potential adverse impact a penalty will have on such person or entity.

F. 

i. The term “license” or “permit” as used herein shall be defined as a license, permit, franchise or concession not granted as a matter of right.

ii. The term “person” as used herein shall be defined as a natural person doing business alone or associated with another person or entity as a partner, director, officer, principal or employee.

iii. The term “entity” as used herein shall be defined as any firm, partnership, corporation, association or person that receives monies, benefits, licenses, leases or permits from or through City or otherwise transacts business with the City.

iv. The term “member” as used herein shall be defined as any person associated with another person or entity as a partner, director, officer, principal or employee.

G. In addition to and notwithstanding any other provision of this Permit the commissioner or agency head may in his or her sole discretion, terminate this Permit upon not less than three days written notice in the event Permittee fails to promptly report in writing to the Commissioner of Investigation of the City of New York 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 Permit by the Permittee, or affecting the performance of this Permit.
16. Submittal of As-Built Drawings Upon Completion of Work

Permittee shall submit a complete set of as-built record drawings showing portions of the project installed on Parks’ property, to Parks. One (1) copy of such drawings shall be delivered to:

  Director of Permits
  The Olmsted Center
  Flushing Meadows - Corona Park
  Flushing, New York 11368

Acceptable submittals of “As-Built” Record Drawings shall be either drafting ink or plastic film pencil on minimum 4 mil. mylar 30” x 42” in size. In lieu of original ink or pencil drawings, the contractor may submit camera-photo wash-off mylars (Dupont-Crovex or equal). Parks will not accept electrostatic (i.e. zerox) or diazo (i.e. sepia) type reproductions as original drawings.

The final “As-Built” Record Drawings shall include the following: Permittee’s company name, address and telephone number, project's title, Parks Permit No., drawing date, the word “As-Built”, Permittee's signature and a statement certifying that the “As-Built” drawings are accurate and correct.

17. Notices

All notices to Parks shall be sent to the following addresses:

   New York City Parks & Recreation AND Director of Permits
   Counsel’s Office
   The Arsenal
   Flushing Meadows-Corona Park
   830 Fifth Avenue
   Flushing, New York 11368
   New York, New York 10065

All notices to Permittee shall be sent to following address:

   PermitteeName
   PermitteeAddress1
   PermitteeAddress2
   PermitteeAddress3

18. Copyright

Permittee warrants that it has obtained or will obtain prior to the commencement of any portion of the Work all required approvals and permissions to use any and all materials that without such permission or approval would infringe or violate the copyright, trademark, service mark, trade dress, rights of publicity, or other intellectual or proprietary right, or any other property or personal right of any third party.

19. Safety Standards

All installed products, materials and equipment installed must meet the reasonable safety standards of their respective industries.

20. Abandoned Project

If at any time during the course of the Work being performed in connection with this Permit it is determined that the Work cannot be completed due to unforeseen field conditions Permittee shall leave the area in the same or better condition the affected area was in prior to commencement of the Work, and at no cost to the City.

21. No Cost

All the Work performed in connection with this Permit shall be at no cost to the City or Parks.
22. Assignment

Permittee shall not assign, transfer, convey or otherwise dispose of this Permit or of Permittee’s rights, obligations, duties, in whole or in part, in connection with this Permit, unless the prior written consent of Parks shall be obtained, which consent shall not be unreasonably withheld or delayed. Any such assignment, transfer, conveyance or other disposition without such consent shall be void.

23. Merger

This written Permit contains all the terms and conditions agreed upon by the parties hereto, and no other permit, agreement, oral or otherwise, regarding the subject matter of this Permit shall be deemed to exist or to bind any of the parties hereto, or to vary any of the terms contained herein.

24. Modification

No modification, amendment, waiver or release of any provision of this Permit or of any right, obligation, claim or cause of action arising hereunder shall be valid or binding for any purpose unless in writing and duly executed by both parties to this Permit.

25. Protection of Property

Permittee assumes the risk of, and shall be responsible for, any loss or damage to property of the City of New York, involved in the Work performed in connection with this Permit, and caused, either directly or indirectly, by the acts, conduct, omissions or lack of good faith of Permittee, or his or her officers, managerial personnel and employees, or any person, firm, company, agency or others engaged by the Permit as expert, consultant, specialist or subcontractor hereunder.

The rights and remedies of the City provided herein shall not be exclusive and are in addition to any other rights and remedies provided by law or by this Permit.

26. Progress Schedule

Prior to the commencement of any the Work to be performed under this Permit, Permittee shall provide the Parks Permit Division and Chief of Operations for the Borough in which the Site is situated with a progress schedule of the Work to be performed.

27. Liquidated Damages

A. If Permittee fails to vacate the Permitted Premises or leave the Permitted Premises in the condition required by this permit by the Expiration Date, Permittee shall be liable for liquidated damages in the cash amount of $1,000.00 per day for every calendar day or part thereof that such failure continues.

B. Permittee acknowledges that said cash amount is reasonable in proportion to the probable damages likely to be sustained by the City for Permittee’s failure to vacate the Permitted Premises by the Termination Date or leave the Permitted Premises in the condition required by the Permit.

C. Permittee acknowledges that the amount of actual damages for the loss of use of property sustained by City in the event of such failure is incapable of precise estimation, that the payment of such cash amount by Permittee would not result in severe economic hardship for Permittee, and that such payment does not constitute a penalty or punitive damages for any purposes.

D. Permittee acknowledges that such liquidated damages compensate the City solely for the lost or impaired use of its property and are separate from and in addition to Permittee’s liability to compensate the City for any other damages it may have caused.

E. Such liquidated damage amounts due and unpaid by Permittee shall constitute a lien on any property owned by Permittee.

F. This paragraph survives the Expiration Date or of this Permit or any earlier termination by Parks.
28. Security Bond

Permittee shall post and maintain, during the term of this Permit and for a period of one year thereafter, a bond or letter of credit in the amount of ____________________________ or more in favor of the City and whose terms and conditions are as shown in Attachment D, which bond or letter of credit may be drawn upon by the City to cover any damages that may occur to the Permitted Premises or other City property as a result of the Work or any of Permittee’s activities, and any liquidated damages that the City may be entitled to under this Permit as a result of Permittee’s violation of this Permit. This Permit shall not be valid and Permittee shall not commence Work unless and until the bond has been submitted to and accepted by the Commissioner.

29. Disposal Fees

Permittee shall cause to be solely responsible for any and all disposal fees, fines, penalties and/or violations for the disposal of contaminated and/or hazardous waste at no cost to Parks, including any and all fees assessed by the New York State Department of Environmental Conservation for Work performed pursuant to this Permit, regardless of when assessed. This clause survives the expiration of this Permit.

30. Test Results

The results and/or findings of any tests, which include but are not limited to tests for asbestos, lead, contaminated material and/or hazardous material, shall be used solely by Permittee for the purposes of the Work and the construction of the Site. Such results and/or findings may be disclosed only to those persons required by law and/or necessary to perform and complete the work. Permittee shall furnish a copy of the tests results to Parks within five (5) days of Permittee’s receipt of same.

31. Publication

Permittee shall not publicize and/or circulate promotional material regarding this Permit, or the Work without the prior written consent from Parks.

CITY OF NEW YORK / PARKS & RECREATION

Signed: ________________________________
Daniel Grulich
Director of Interagency Coordination/Construction Permits

Accepted and agreed:

Signature: ________________________________
Print: ________________________________
Title: ________________________________
Date: ________________________________

cc: YourName, Boro:
Project Staging Areas