



**Department of  
Design and  
Construction**

**CITY OF NEW YORK  
DEPARTMENT OF DESIGN AND CONSTRUCTION  
DIVISION OF PUBLIC BUILDINGS  
VOLUME 1 – BID BOOKLET  
SINGLE PLA CONTRACT VERSION**

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## **Introduction**

This Bid Booklet is intended to provide general information necessary for bidding on a DDC public works project and is part of the Contract Documents, as per Article 1.1 of the Standard Construction Contract.

As this contract is solicited via the PASSPort system, the bidder will be required to complete all of the PASSPort forms and questionnaires. These forms and questionnaires, along with the bidder's responses, will become part of the Bid Booklet.

Additional information on the PASSPort system can be found at the following website:

<https://www1.nyc.gov/site/mocs/systems/passport-user-materials.page>

# **Bid Submission Requirements**

THE FOLLOWING MUST BE COMPLETED AND SUBMITTED FOR THE BID TO BE CONSIDERED RESPONSIVE:

1.  Completed electronic bid submission in PASSPort;
  - a.  All required fields in PASSPort must be completed.
2.  One-page signed Bid Submission Form delivered in person to DDC before the bid due date; and
3.  Bid security, if required.
  - a.  If Bid security is in a form of a bid bond, bidders must include it with their electronic PASSPort submission.
  - b.  If Bid security is in a form of a certified check, bidders must deliver the certified check with the signed Bid Submission Form.

**BIDDERS ARE ADVISED THAT PAPER BID SUBMISSIONS WILL BE DEEMED NON-RESPONSIVE. BIDDERS MUST SUBMIT THEIR BIDS ELECTRONICALLY IN PASSPORT, PROVIDE THE BID SECURITY, AND DELIVER TO DDC THE ONE-PAGE SIGNED BID SUBMISSION FOR THE BID TO BE CONSIDERED RESPONSIVE.**

THE FOLLOWING MAY RESULT IN THE BID BEING FOUND NON-RESPONSIVE:

1.  Any discrepancy between the total bid price listed on the Bid Submission Form and the bid information submitted in PASSPort.
2.  Failure to upload required files or documents as part of a mandatory PASSPort Questionnaire response.
3.  Uploading an incorrect file as part of a mandatory PASSPort Questionnaire response.
  - a.  For clarity, this includes uploading the bid breakdown on a form other than the Excel file provided in the PASSPort Questionnaire.

## **Notices to Bidders**

### **Project Labor Agreement & Single Contract**

PROJECT LABOR AGREEMENT: This contract is subject to a Project Labor Agreement (“PLA”) entered into between the City and the Building and Construction Trades Council of Greater New York (“BCTC”) affiliated Local Unions. By submitting a bid, the Contractor agrees that the PLA is binding on the Contractor and all subcontractors of all tiers. The bidder to be awarded the contract will be required to execute a “Letter of Assent” prior to award.

The Bidder is advised to review the following: (1) Notice regarding the PLA, (2) the PLA, and (3) the Letter of Assent, all of which are set forth at the beginning of Volume 2 of the Contract Documents.

SINGLE CONTRACT: As stated above, this contract is subject to a PLA. The requirements of the Wicks Law for separate prime contractors DO NOT APPLY to any project that is covered by a PLA. Accordingly, the requirements of the Wicks Law for separate prime contractors do not apply to this Project. The Project consists of a single contract.

The Bidder is advised to review the Notice set forth at the beginning of Volume 2 of the Contract Documents. The Notice specifies revisions to the Contract Documents to provide that the Project consists of a single contract and to delete any and all references to separate prime contractors.

### **Pre Bid Questions (PBQs)**

Please be advised that PBQs should be submitted to the Agency Contact Person ([CSB\\_projectinquiries@ddc.nyc.gov](mailto:CSB_projectinquiries@ddc.nyc.gov)) at least five (5) business days (by 5:00 PM EST) prior to the bid opening date as indicated in the PASSPort procurement.

All PBQs must reference the Project ID. If a bidder has multiple PBQs for the same Project ID, the PBQs must be numbered sequentially, even if they are submitted separately.

While the PASSPort system has a facility for submitting inquiries, bidders are directed to send PBQs as directed above instead of using the PASSPort inquiry system.

**Inquiries sent using the PASSPort inquiry system will not be considered PBQs.**

### **NYC Contract Financing Loan Fund**

If your business is working as a prime or subcontractor on a project with a City agency or City-funded entity, you may be eligible for a Contract Financing Loan from a participating lender coordinated with the NYC Department of Small Business Services (SBS). Loan repayment terms align with the contract payment schedule.

For more information: Call 311 or visit <https://www1.nyc.gov/nycbusiness/article/contract-financing-loan-fund>



# **M/WBE Notice to Prospective Contractors**

## **PARTICIPATION BY MINORITY-OWNED AND WOMEN-OWNED BUSINESS ENTERPRISES IN CITY PROCUREMENT (9/2020 version)**

### **ARTICLE I. M/WBE PROGRAM**

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

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

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

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

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

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

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

### **PART A**

#### **PARTICIPATION GOALS FOR CONSTRUCTION, STANDARD**

#### **AND PROFESSIONAL SERVICES CONTRACTS OR TASK ORDERS**

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

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

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

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

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

4. A. If **Participation Goals** have been established for this Contract, a prospective contractor shall be required to submit with its bid or proposal, as applicable, a completed Schedule B, M/WBE Utilization Plan, Part 2 (see Pages 1-2) indicating: (a) whether the contractor is an MBE or WBE, or qualified joint venture; (b) the percentage of work it intends to award to direct subcontractors; (c) in cases where the contractor intends to award direct subcontracts, a description of the type and dollar value of work designated for participation by MBEs and/or WBEs, and the time frames in which such work is scheduled to begin and end; as well as the name, addresses, and telephone numbers of the M/WBE subcontractors if required by the solicitation; and (d) the prospective contractor's required certification and affirmations. In the event that this M/WBE Utilization Plan indicates that the bidder or proposer, as applicable, does not intend to meet the **Participation Goals**, the bid or proposal, as applicable, shall be deemed non-responsive, unless Agency has granted the bidder or proposer, as applicable, a pre-award waiver of the **Participation Goals** in accordance with Section 6-129 and Part A, Section 10 below.

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

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

**C. THE BIDDER/PROPOSER MUST COMPLETE THE SCHEDULE B INCLUDED HEREIN (SCHEDULE B, PART 2). A SCHEDULE B SUBMITTED BY THE BIDDER/PROPOSER WHICH DOES NOT INCLUDE THE VENDOR CERTIFICATION AND REQUIRED AFFIRMATIONS WILL BE DEEMED TO BE NON-RESPONSIVE, UNLESS A FULL WAIVER OF THE PARTICIPATION GOALS IS GRANTED (SCHEDULE B, PART 3). IN THE EVENT THAT THE CITY DETERMINES THAT THE BIDDER/PROPOSER HAS SUBMITTED A SCHEDULE B WHERE THE VENDOR CERTIFICATION AND REQUIRED AFFIRMATIONS ARE COMPLETED BUT OTHER ASPECTS OF THE SCHEDULE B ARE NOT COMPLETE, OR CONTAIN A COPY OR COMPUTATION ERROR THAT IS AT ODDS WITH THE VENDOR CERTIFICATION AND AFFIRMATIONS, THE BIDDER/PROPOSER WILL BE NOTIFIED BY THE AGENCY AND WILL BE GIVEN FOUR (4) CALENDAR DAYS FROM RECEIPT OF NOTIFICATION TO CURE THE SPECIFIED DEFICIENCIES AND RETURN A COMPLETED SCHEDULE B TO THE AGENCY. FAILURE TO DO SO WILL RESULT IN A DETERMINATION THAT THE BID/PROPOSAL IS NON-RESPONSIVE. RECEIPT OF NOTIFICATION IS DEFINED AS THE DATE NOTICE IS E-MAILED OR FAXED (IF THE BIDDER/PROPOSER HAS PROVIDED AN E-MAIL ADDRESS OR FAX NUMBER), OR NO LATER THAN FIVE (5) CALENDAR DAYS FROM THE DATE OF MAILING OR UPON DELIVERY, IF DELIVERED.**

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

6. MBE and WBE firms must be certified by DSBS in order for the Contractor to credit such firms’ participation toward the attainment of the **Participation Goals**. Such certification must occur prior to the

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

7. Where an **M/WBE** Utilization Plan has been submitted, the Contractor shall, with each voucher for payment, and/or periodically as Agency may require, submit statements, certified under penalty of perjury, which shall include, but not be limited to, the total amount the Contractor paid to its direct subcontractors, and, where applicable pursuant to Section 6-129(j), the total amount direct subcontractors paid to indirect subcontractors; the names, addresses and contact numbers of each MBE or WBE hired as a subcontractor by the Contractor, and, where applicable, hired by any of the Contractor's direct subcontractors; and the dates and amounts paid to each MBE or WBE. The Contractor shall also submit, along with its voucher for final payment: the total amount it paid to subcontractors, and, where applicable pursuant to Section 6-129(j), the total amount its direct subcontractors paid directly to their indirect subcontractors; and a final list, certified under penalty of perjury, which shall include the name, address and contact information of each subcontractor that is an MBE or WBE, the work performed by, and the dates and amounts paid to each.

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

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

10. Pre-award waiver of the **Participation Goals**.

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

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

Agency response will be provided by close-of-business on the business day before such weekend or holiday date.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **PART B**

### **MISCELLANEOUS**

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

2. Pursuant to DSBS rules, construction contracts that include a requirement for a **M/WBE** Utilization Plan shall not be subject to the law governing Locally Based Enterprises set forth in Section 6-108.1 of the Administrative Code of the City of New York.
3. DSBS is available to assist contractors and potential contractors in determining the availability of MBEs and/or WBEs to participate as subcontractors, and in identifying opportunities that are appropriate for participation by MBEs and/or WBEs in contracts.
4. Prospective contractors are encouraged to enter into qualified joint venture agreements with MBEs and/or WBEs as defined by Section 6-129(c)(30).
5. By submitting a bid or proposal the Contractor hereby acknowledges its understanding of the M/WBE Program requirements set forth herein and the pertinent provisions of Section 6-129, and any rules promulgated thereunder, and if awarded this Contract, the Contractor hereby agrees to comply with the M/WBE Program requirements of this Contract and pertinent provisions of Section 6-129, and any rules promulgated thereunder, all of which shall be deemed to be material terms of this Contract. The Contractor hereby agrees to make all reasonable, good faith efforts to solicit and obtain the participation of MBEs and/or WBEs to meet the required **Participation Goals**.

## **ARTICLE II. ENFORCEMENT**

1. If Agency determines that a bidder or proposer, as applicable, has, in relation to this procurement, violated Section 6-129 or the DSBS rules promulgated pursuant to Section 6-129, Agency may disqualify such bidder or proposer, as applicable, from competing for this Contract and the Agency may revoke such bidder's or proposer's prequalification status, if applicable.
2. Whenever Agency believes that the Contractor or a subcontractor is not in compliance with Section 6-129 or the DSBS rules promulgated pursuant to Section 6-129, or any provision of this Contract that implements Section 6-129, including, but not limited to any **M/WBE** Utilization Plan, Agency shall send a written notice to the Contractor describing the alleged noncompliance and offering the Contractor an opportunity to be heard. Agency shall then conduct an investigation to determine whether such Contractor or subcontractor is in compliance.
3. In the event that the Contractor has been found to have violated Section 6-129, the DSBS rules promulgated pursuant to Section 6-129, or any provision of this Contract that implements Section 6-129, including, but not limited to, any **M/WBE** Utilization Plan, Agency may determine that one of the following actions should be taken:
  - (a) entering into an agreement with the Contractor allowing the Contractor to cure the violation;
  - (b) revoking the Contractor's pre-qualification to bid or make proposals for future contracts;
  - (c) making a finding that the Contractor is in default of the Contract;
  - (d) terminating the Contract;
  - (e) declaring the Contractor to be in breach of Contract;
  - (f) withholding payment or reimbursement;
  - (g) determining not to renew the Contract;
  - (h) assessing actual and consequential damages;

(i) assessing liquidated damages or reducing fees, provided that liquidated damages may be based on amounts representing costs of delays in carrying out the purposes of the M/WBE Program, or in meeting the purposes of the Contract, the costs of meeting utilization goals through additional procurements, the administrative costs of investigation and enforcement, or other factors set forth in the Contract;

(j) exercising rights under the Contract to procure goods, services or construction from another contractor and charge the cost of such contract to the Contractor that has been found to be in noncompliance; or

(k) taking any other appropriate remedy.

4. If an **M/WBE** Utilization Plan has been submitted, and pursuant to this Article II, Section 3, the Contractor has been found to have failed to fulfill its **Participation Goals** contained in its **M/WBE** Utilization Plan or the **Participation Goals** as modified by Agency pursuant to Article I, Part A, Section 11, Agency may assess liquidated damages in the amount of ten percent (10%) of the difference between the dollar amount of work required to be awarded to MBE and/or WBE firms to meet the **Participation Goals** and the dollar amount the Contractor actually awarded and paid, and/or credited, to MBE and/or WBE firms. In view of the difficulty of accurately ascertaining the loss which the City will suffer by reason of Contractor's failure to meet the **Participation Goals**, the foregoing amount is hereby fixed and agreed as the liquidated damages that the City will suffer by reason of such failure, and not as a penalty. Agency may deduct and retain out of any monies which may become due under this Contract the amount of any such liquidated damages; and in case the amount which may become due under this Contract shall be less than the amount of liquidated damages suffered by the City, the Contractor shall be liable to pay the difference.

5. Whenever Agency has reason to believe that an MBE and/or WBE is not qualified for certification, or is participating in a contract in a manner that does not serve a commercially useful function (as defined in Section 6-129(c)(8)), or has violated any provision of Section 6-129, Agency shall notify the Commissioner of DSBS who shall determine whether the certification of such business enterprise should be revoked.

6. Statements made in any instrument submitted to Agency pursuant to Section 6-129 shall be submitted under penalty of perjury and any false or misleading statement or omission shall be grounds for the application of any applicable criminal and/or civil penalties for perjury. The making of a false or fraudulent statement by an MBE and/or WBE in any instrument submitted pursuant to Section 6-129 shall, in addition, be grounds for revocation of its certification.

7. The Contractor's record in implementing its **M/WBE** Utilization Plan shall be a factor in the evaluation of its performance. Whenever Agency determines that a Contractor's compliance with an **M/WBE** Utilization Plan has been unsatisfactory, Agency shall, after consultation with the City Chief Procurement Officer, file an advice of caution form for inclusion in PASSPort as caution data.



## Affirmation

The Bidder affirms and declares:

1.  The said bidder is of lawful age and the only one interested in this bid; and no person, firm or corporation other than hereinbefore named has any interest in this bid, or in the Contract proposed to be taken.
2.  By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief: (1) the prices in this bid have been arrived at independently without collusion, consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor; (2) unless otherwise required by law, the prices quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and (3) no attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.
3.  No councilman or other officer or employee or person whose salary is payable in whole or in part from the City Treasury is directly or indirectly interested in this bid, or in the supplies, materials, equipment, work or labor to which it relates, or in any of the profits thereof.
4.  The bidder is not in arrears to the City of New York upon debt or contract or taxes, and is not a defaulter, as surety or otherwise, upon any obligation of the City of New York, and has not been declared not responsible, or disqualified, by any agency of the City of New York or State of New York, nor is there any proceeding pending relating to the responsibility or qualification of the bidder to receive public contracts except as disclosed in PASSPort.
5.  The bidder hereby affirms that it has paid all applicable City income, excise and other taxes for all it has conducted business activities in New York City.
6.  The bidder, as an individual, or as a member, partner, director or officer of the bidder, if the same be a firm, partnership or corporation, executes this document expressly warranting and representing that should this bid be accepted by the City and the Contract awarded to him, he and his subcontractors engaged in the performance:

(1) will comply with the provisions of Section 6-108 of the Administrative Code of the City of New York and the non-discrimination provisions of Section 220a of the New York State Labor Law, as more expressly and in detail set forth in the Agreement; (2) will comply with Section 6-109 of the Administrative Code of the City of New York in relation to minimum wages and other stipulations as more expressly and in detail set forth in the Agreement; (3) have complied with the provisions of the aforesaid laws since their respective effective dates, and (4) will post notices to be furnished by the City, setting forth the requirements of the aforesaid laws in prominent and conspicuous places in each and every plant, factory, building and structure where employees engaged in the performance of the Contract can readily view it, and will continue to keep such notices posted until the supplies, materials and equipment, or work labor and services required to be furnished or rendered by the Contractor have been finally accepted by the City. In the event of any breach or violation of the foregoing, the Contractor may be subject to damages, liquidated or otherwise, cancellation of the Contract and suspension as a

bidder for a period of three years. (The words, "the bidder", "he", "his", and "him" where used shall mean the individual bidder, firm, partnership or corporation executing this bid).

7.  Compliance Report

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

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

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

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

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

12.  M/WBE UTILIZATION PLAN: By signing its bid, the bidder agrees to the M/WBE Vendor Certification and Required Affirmations set forth below, unless a full waiver of the Participation Goals is granted.

I hereby:

- 1)  acknowledge my understanding of the M/WBE participation requirements as set forth in this Contract and the pertinent provisions of Section 6-129 of the Administrative Code of the City of New York and the rules promulgated thereunder;
- 2)  affirm that the information supplied in support of the M/WBE Utilization Plan is true and correct;
- 3)  agree, if awarded this Contract, to comply with the M/WBE participation requirements of this Contract, the pertinent provisions of Section 6-129, and the rules promulgated thereunder, all of which shall be deemed to be material terms of this Contract;
- 4)  agree and affirm that it is a material term of this Contract that the Vendor will award the total dollar value of the M/WBE Participation Goals to certified MBEs and/or WBEs, unless a full waiver is obtained or such goals are modified by the Agency; and

agree and affirm, if awarded this Contract, to make all reasonable, good faith efforts to meet the M/WBE Participation Goals, or if a partial waiver is obtained or such goals are modified by the Agency, to meet the modified Participation Goals by soliciting and obtaining the participation of certified MBE and/or WBE firms.

## Pre-Award Process

The bidder is advised that as part of the pre-award review of its bid, it may be required to submit the information described in Sections (A) through (D) below. If required, the bidder must submit such information within five (5) business days following receipt of notification from DDC that it is among the low bidders. Such notification from DDC will be by email and will specify the types of information which must be submitted directly to DDC.

### In the event the bidder fails to submit the required information within the specified time frame, its bid may be rejected as nonresponsive.

\*\*\*\*\*

- (A) **Project Reference Form:** If required, the bidder must complete and submit the Project Reference Form set forth in this Bid Booklet. The Project Reference Form consists of 3 parts: (1) Contracts Completed by the Bidder, (2) Contracts Currently Under Construction by the Bidder, and (3) Pending Contracts Not Yet Started by the Bidder.
- (B) **Copy of License:** If required, the bidder must submit a copy of the license under which the bidder will be performing the work. Such license must clearly show the following: (1) Name of the Licensee, (2) License Number, and (3) Expiration date of the License. A copy of the license will be required from bidders for the following contracts: Plumbing Work, Electrical Work and Asbestos Abatement.
- (C) **Financial Information:** If required, the bidder must submit the financial information described below:
  - (1) **Audited Financial Statements:** Financial statements (Balance Sheet and Income Statement) of the entity submitting the bid, as audited by an independent auditor licensed to practice as a certified public accountant (CPA). Audited financial statements for the three most recent fiscal years must be submitted. Each such financial statement must include the auditor's standard report.

If the bidder does not have audited financial statements, it must submit an affidavit attesting to the fact that the bidder does not have such statements. In addition, the bidder must submit the following documentation covering the three most recent fiscal years: signed federal tax returns, unaudited financial statements, and a "certified review letter" from a certified public accountant (CPA) verifying the unaudited financial statements.

Unless the most recent audited or unaudited financial statement was issued within ninety (90) days, the bidder must submit interim financial information that includes data on financial position and results of operation (income data) for the current fiscal year. Such information may be summarized on a monthly or quarterly basis or at other intervals.

- (2)  Schedule of Aged Accounts Receivable, including portion due within ninety (90) days.

(D) **Project Specific Information:** If required, the bidder must submit the project specific information described below:

- (1) Statement indicating the number of years of experience the bidder has had and in what type of construction.
- (2) Resumes of all key personnel to be involved in the project, including the proposed project superintendent.
- (3) List of significant pieces of equipment expected to be used for the contract, and whether such equipment is owned or leased.
- (4) Description of work expected to be subcontracted, and to what firms, if known.
- (5) List of key material suppliers.
- (6) Preliminary bar chart time schedule
- (7) Contractor's expected means of financing the project. This should be based on the assumption that the contractor is required to finance 2X average monthly billings throughout the contract period.
- (8) Any other issues the contractor sees as impacting his ability to complete the project according to the contract.

In addition to the information described in Sections (A) through (D) above, the bidder must submit such additional information as the Commissioner may require, including without limitation, an additional bid breakdown file which is detailed to the CSI Section level, coordinated with the Contract specifications, as well as an explanation or justification for specific unit price items.

The bidder is further advised that it may be required to attend a pre-award meeting with DDC representatives. If such a meeting is convened, the bidder will be advised as to any additional material to be provided.

## Project References

### A. Contracts completed by the bidder

List all contracts substantially completed within the last 4 years, up to a maximum of 10, in descending order of date of substantial completion.

Project & Location	Contract Type	Contract Amount (\$000)	Date Completed	Owner Reference & Tel. No.	Architect/Engineer Reference & Tel. No. (if different from owner)
Metropolitan Museum of Art 1000 Fifth Avenue, NY NY 10028	ABC Skylights	\$10,632,919.00	6/6/22	Andi Christi (973) 289-1859	Beyer Blinder Belle (212) 777-7800
Lerner Hall 2920 Broadway, NY NY	Roof replacement	\$6,759,335.00	12/1/22	Columbia University (212) 854-1754	Hoffmann Arch. (212) 789-9915
St. Bartholomew's Church 325 Park Ave, NY NY	North facade and roof restoration	\$3,152,000.00	11/30/22	Corey Durney (212) 378-0222	Acheson Doyle (212) 414-4500
Grand Central Terminal 89 East 42nd Street, NY NY 10017	Main concourse restoration	\$5,71,454.12	8/6/21	Dante Tauro (212) 790-4200	Beyer Blinder Belle (212) 777-7800
Moynihan Station 421 8th Avenue, NY NY 10199	Facade restoration and window replacement	\$38,322,834.00	7/14/21	Michael Leondi 973-216-8871	Skidmore, Owings, Merrill Andrew Melillo 646-877-6379
One Wall Street One Wall Street, NY NY 10005	Residential entrance	\$2,582,600.00	6/30/21	Nick Parisi (716) 649-7490	Hoffmann Architects (212) 789-9915
Peloton Headquarters 441 9th Avenue, NY NY 10001	Architectural masonry	\$2,180,000.00	5/10/21	Steven Smith (212) 545-0500	Architectural Plus Information 212-460-9500
Lotos Club 5 East 66th Street, NY NY 10065	Facade and roof repairs	\$3,200,000.00	12/30/20	Michael Carlton (212) 973-9500	Bacon Lane Architect (201) 697-5774
St. Patrick's Cathedral 14 East 51st Street, NY NY 10022	Terrace repairs, s/walk replacement	\$5,052,944.00	10/9/20	Wesley LeForce (212) 271-4716	Simpson Gumpertz & Heger (212) 271-7000

## **B. Contracts currently under construction by the bidder**

List all contracts currently under construction even if they are not similar to the contract being awarded.

Project & Location	Contract Type	Contract Amount (\$000)	Subcontracted to Others (\$000)	Uncompleted Portion (\$000)	Date Scheduled to Complete	Owner Reference & Tel. No.	Architect/ Engineer Reference & Tel. No. (if different from owner)
Lotte New York Palace 455 Madison Ave, NY NY 1022	Villard Facade restoration	\$7,331,922.00	\$1,180,536.67	\$162,195.50	11/15/23	Robert Smith (212-891-8197)	EDG (212) 683-5680
Carnegie Hall 881 7th Ave, NY NY 10019	Facade restoration	\$13,725,046.15	\$241,207.00	\$5,727,864.96	12/31/24	Robert Edelman (914) 440-1671	WJE (212) 760-2540
775 Washington Street 775 Washington St, NY NY	Masonry restoration	\$8,688,876.00	\$625,000.00	\$280,185.00	1/30/2024	Anthony Balsley (212) 232-2200	Leroy Street Studio (212) 431-6780
Orchard Beach	Facade Restoration	\$13,470,000.00	\$500,000.00	\$10,642,710.00	3/30/25	Nikita Sharma 212-619-5000	Marvel Martha Bush 212-616-0420
City Hall	Main entrance steps reconstruction	\$3,999,017.00	\$858,100.00	\$2,235,520.00	1/17/24	Juan Cuervo 718-391-1178	CTA Dan Allen 212-243-7404
9,11, 13 East 75th St NY NY 10021	Front facade restoration	\$1,877,994.31	\$0.00	\$359,186.51	12/30/23	Fabian Castillo (212) 219-1783	Stephen Wang Architects 212-219-1783
79th Street Rotunda West 79th St, NY NY	79th St. Bridge rehabilitation	\$4,000,000.00	\$73,920.00	\$4,000,000.00	05/01/24	Thomas Blinn (347) 891-1430	HDR/AECOM Silman (212) 620-7970
NY Life 51 Madison Ave	Facade Restoration and Gold Tile Roof	\$7,095,523.00	\$735,000.00	\$4,000,000.00	04/30/24	Andrew Pisano 201-468-9940	WJE Matt Haberling 212-760-2540
St. Vartan's 630 Second Ave, NY, NY 10016	Facade Restoration and Leak Remediation	\$3,119,608.00	\$1,135,700.00	\$3,019,608.00	08/31/24	ZOR Avi England	BBB Graham Roscoe

### **C. Pending contracts not yet started by the bidder**

List all contracts awarded to or won by the bidder but not yet started.

Project & Location	Contract Type	Contract Amount (\$000)	Date Scheduled to Start	Owner Reference & Tel. No.	Architect/Engineer Reference & Tel. No. (if different from owner)
American Museum of Natural History 361 Central Park West, NY, NY 10028	Slate Roof Replacement	\$10,000,000.00	01/01/24	Andrew Forbes 646-689-7049	
Latter-Day Saints Manhattan Temple 125 Columbus Ave, NY NY 10023	Facade Restoration	\$27,000,000.00	08/1/24	Corey Daniels 801-240-0086	HOK Stephen Weinryb 212-981-3752
AMNH Ross Terrace 361 Central Park West, NY, NY 10028	Terrace Restoration	\$897,000.00	12/01/23	Andrew Forbes 646-689-7049	
St. Patrick's Cathedral 5th ave and 50th/51st Streets NY, NY 10022	Security Grill Installation at Cardinal's Residence	\$736,263.00	11/06/23	Wesley LeForce 212-271-4716	
37-39 Perry Street NY, NY 10014	Facade Restoration	\$430,900.00	11/11/23	William Rosa 718-361-9888	



*Since 1849*

# NICHOLSON & GALLOWAY, INC.

HISTORIC PRESERVATION  
ROOFING • MASONRY • CONCRETE • WATERPROOFING

November 6, 2023

Ms. Anika Barrington  
Contract Manager, Finance & Procurement  
New York City Department of Design and Construction  
30-30 Thomson Avenue, Long Island City, NY 11101  
Tel: 718-391-1664  
Email: [barrigan@ddc.nyc.gov](mailto:barrigan@ddc.nyc.gov)

**RE: Bronx County Courthouse, Exterior Rehabilitation**  
Pre- Award Process

Dear Ms. Barrington,

This letter is to confirm we are in receipt of the Pre-Award Process form. This document, as well as the attachments are our understanding of the required documentation that is being requested at this given time.

## **DOCUMENTS**

1. Schedule B – M/WBE Utilization Plan, attached.
2. Pre-Award Process

**A: Project Reference Form:** Please see attached 231106 Pre-Award Process

**B: Copy of Licenses:** Please see attached:

- a. Nicholson & Galloway, Inc.
- b. Prestige Development Services Inc.
- c. Riehm Plumbing Corporation
- d. AMJ Electric Corporation

**C: Financial Information:**

1. Audited Financial Statements to be emailed directly from our Controller, Patricia Owens.
2. Schedule of Aged Accounts Receivable: Please see attached.





## D: Project Specific Information

1. **Experience Statement:** Please see below:

### COMPANY PROFILE

Since its founding in 1849 by coppersmith John Nicholson, our firm has grown from a small roofing and Sheetmetal concern to a modern Historic Restoration Contracting Firm. Nicholson & Galloway successfully meets the needs of building Owners, Architects and Construction Managers for craftsmanship in all type of exterior repair and restoration work. Our in-house craftsmen specialize in Masonry, Stone, Concrete, Sheetmetal and many types of Flat Roofing.

Nicholson & Galloway is also often asked to perform as a General Restoration Contracting Firm, being responsible for the complete exterior envelope restoration. We will often hire subcontractors to perform specialties such as Cast Iron, Metal Windows, Lighting, Poured Concrete and Plumbing.

Our work ranges from simple repairs to the most complex Historic exterior restorations the New York metropolitan area has ever seen. Recent projects such as The Metropolitan Museum of Art, The Solomon R. Guggenheim Museum, The American Museum of Natural History, The New York Public Library Main Branch, The New York Historical Society and The US Post Office and Conrad B. Duberstein Bankruptcy Courthouse in Brooklyn, to name just a few.

At Nicholson & Galloway we take a tremendous amount of pride in our reputation as New York's "Premier" Restoration Contracting Firm. It is always our main goal to provide the Owner with the best quality work for a fair and reasonable price. John D. Rockefeller said in 1946, "The fact that Nicholson & Galloway is doing the work is the best possible guarantee of a successful job." That is a powerful statement to live up to, but we give it our best effort every day.

2. **Resumes of Key Personnel:** Please see attached resumes for:

- a. Andrew Wilson, Co-President
- b. Steven Savva, Senior Project Manager
- c. Bill O'Halloran, Safety and Labor Supervisor
- d. Joey Russo, Project Foreman

3. **Significant Equipment:** Please see below:

- a. Scissor lifts, rented.



- b. Forklifts, rented.
- c. Leo Hoist, owned.
- d. Suspended Scaffolds, owned.
- e. Suspended scaffold motors, owned.
- f. Crane, rented.
- g. Trailers, rented.
- h. Portasans, rented.
- i. Fencing, rented.
- j. Sidewalk Shed, rented.
- k. Pipe Scaffold, rented.

**4. Subcontracted Work:**

- a. Safway Atlantic LLC - Sidewalk Shed, Pipe Scaffolding, Hoist Towers, and Fencing
- b. Alpine Construction & Landscaping, Inc – Green Roof
- c. Prestige Development Services, Inc – Abatement
- d. AMG Demolition Inc – Demolition
- e. AMJ Electric Corporation – Electric
- f. Northern Bay Contracting, Inc. – Interior Carpentry
- g. Roebell Paints Co Inc – Plaster and Paint
- h. Riehm Plumbing Corporation - Plumbing

**5. List of Key Material Suppliers:**

- a. Beacon
- b. LITSCO
- c. New Castle Building Products
- d. ExTech
- e. Cambridge Pavers
- f. Traditional Cut Stone
- g. International Stone and Dimensions

**6. Schedule:** Please see attached.

**7. Means of Financing the Project:** Project will be financed out of our current cashflow.

Sincerely,



NICHOLSON & GALLOWAY, INC.

HISTORIC PRESERVATION  
ROOFING • MASONRY • CONCRETE • WATERPROOFING

A handwritten signature in black ink, appearing to read 'S Savva', is positioned above the printed name.

Steven Savva  
Senior Project Manager

### CONTRACTOR'S SUMMARY OF BID BREAKDOWN FORM

**Project ID:** 85023B0090-CO293LL11  
**Project Name:** 85023B0090-CO293LL11 Bronx County Courthouse Exterior Rehabilitation (Landmark PQL)  
**Name of the Bidder:** Nicholson & Galloway, Inc

CSI Division:	Total Cost
DIVISION 01 - GENERAL REQUIREMENTS	\$ 16,914,000.00
DIVISION 02 - EXISTING CONDITIONS	\$ 7,720,000.00
DIVISION 03 - CONCRETE	\$ 660,000.00
DIVISION 04 - MASONRY	\$ 19,770,000.00
DIVISION 05 - METALS	\$ 820,000.00
DIVISION 06 - WOOD, PLASTICS, COMPOSITES	\$ 54,000.00
DIVISION 07 - THERMAL AND MOISTURE PROTECTION	\$ 8,620,000.00
DIVISION 08 - OPENINGS	\$ 88,000.00
DIVISION 09 - FINISHES	\$ 396,000.00
DIVISION 10 - SPECIALTIES	\$ -
DIVISION 11 - EQUIPMENT	\$ -
DIVISION 12 - FURNISHINGS	\$ -
DIVISION 13 - SPECIAL CONSTRUCTION	\$ -
DIVISION 14 - CONVEYING EQUIPMENT	\$ -
DIVISION 21 - FIRE SUPPRESSION	\$ -
DIVISION 22 - PLUMBING	\$ 590,000.00
DIVISION 23 - HEATING, VENTILATING, AND AIR CONDITIONING (HVAC)	\$ 175,000.00
DIVISION 25 - INTEGRATED AUTOMATION	\$ -
DIVISION 26 - ELECTRICAL	\$ 690,000.00
DIVISION 27 - COMMUNICATIONS	\$ -
DIVISION 28 - ELECTRONIC SAFETY AND SECURITY	\$ -
DIVISION 31 - EARTHWORK	\$ -
DIVISION 32 - EXTERIOR IMPROVEMENTS	\$ -
DIVISION 33 - UTILITIES	\$ -
DIVISION 34 - TRANSPORTATION	\$ -
DIVISION 35 - WATERWAY AND MARINE CONSTRUCTION	\$ -
DIVISION 40 - PROCESS INTEGRATION	\$ -
DIVISION 41 - MATERIAL PROCESSING AND HANDLING EQUIPMENT	\$ -
DIVISION 42 - PROCESS HEATING, COOLING, AND DRYING EQUIPMENT	\$ -
DIVISION 43 - PROCESS GAS AND LIQUID HANDLING, PURIFICATION AND STORAGE EQUIPMENT	\$ -
DIVISION 44 - POLLUTION AND WASTE CONTROL EQUIPMENT	\$ -
DIVISION 45 - INDUSTRY-SPECIFIC MANUFACTURING EQUIPMENT	\$ -
DIVISION 46 - WATER AND WASTEWATER EQUIPMENT	\$ -
DIVISION 48 - ELECTRICAL POWER GENERATION	\$ -
<b>Total Cost Summary (Including General Requirements):</b>	<b>\$56,497,000</b>

**Note : Ignore CSI divisions that do not apply to this project.**

**BID SUBMISSION FORM**

Bidder Name: Nicholson & Galloway, Inc  
Procurement Title: 85023B0090-CO293LL11 Bronx County Courthouse  
Exterior Rehabilitation (Landmark PQL)  
RFx Name: 85023B0090-CO293LL11 Bronx County Courthouse  
Exterior Rehabilitation (Landmark PQL)

The above-named bidder affirms and declares:

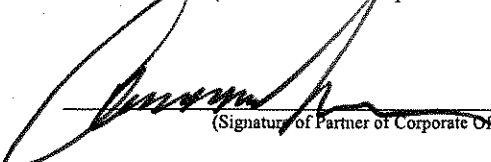
1. The bidder has completed and submitted all required information for the above procurement in the PASSPort system;
2. Any discrepancy between the bid price listed on this Bid Submission Form and the bid information submitted in PASSPort may result in the agency finding the bid non-responsive; and
3. This bid is being submitted in accordance with New York State General Municipal Law § 103.

Lump Sum Bid Amount (Bid Price Item Grid)	\$ 56,497,000.00
+ All Allowances (Allowances Item Grid)	\$ 6,515,000.00
+ All Unit Prices (Unit Prices Item Grid)	\$ 1,505,895.00
<hr/>	
= Total Bid Price: (a/k/a Total Amount)	\$ 64,517,895.00`

**Bidder Signature**

EIN (if applicable): 11-2836932  
(EIN must match the EIN of the entity that submitted bid information in PASSPort)

Bidder Name: Nicholson & Galloway, Inc  
Andrew Wilson, Co-President  
(Name of Partner or Corporate Officer)

By:   
Signature: Andrew Wilson  
(Signature of Partner or Corporate Officer)

The City of New York Department of Small Business Services  
Division of Labor Services Contract Compliance Unit  
1 Liberty Plaza, New York, New York 10006  
Phone: (212) 513 - 6323  
Fax: (212) 618-8879

**CONSTRUCTION EMPLOYMENT REPORT**

**GENERAL INFORMATION**

1. Your contractual relationship in this contract is: Prime contractor  Subcontractor
- 1a. Are MWBE goals attached to this project? Yes  No
2. Please check one of the following if your firm would like information on how to certify with the City of New York as a:
- Minority Owned Business Enterprise                       Locally Based Business Enterprise  
 Women Owned Business Enterprise                       Emerging Business Enterprise  
 Disadvantaged Business Enterprise
- 2a. If you are certified as an **MBE, WBE, LBE, EBE** or **DBE**, what city/state agency are you certified with? \_\_\_\_\_ Are you DBE certified? Yes  No
3. Please indicate if you would like assistance from SBS in identifying certified MWBEs for contracting opportunities: Yes  No
4. Is this project subject to a project labor agreement? Yes  No
5. Are you a Union contractor? Yes  No  If yes, please list which local(s) you affiliated with PCC Local 1; NY Roofers Local 8; Long Island Roofers Local 154; Sheet Metal Workers Local 28 Bricklayers Local 1; Mason Tenders Local 79; Teamsters Local 553
6. Are you a Veteran owned company? Yes  No

**PART I: CONTRACTOR/SUBCONTRACTOR INFORMATION**

7. 11-2836932 stevens@nicholsonandgalloway.com  
Employer Identification Number or Federal Tax I.D.                      Email Address
8. Nicholson & Galloway, Inc.  
Company Name
9. 261 Glen Head Road, Glen Head, NY 11545  
Company Address and Zip Code
10. Andrew Wilson (516) 671-3900  
Chief Operating Officer                      Telephone Number
11. Same  
Designated Equal Opportunity Compliance Officer                      Telephone Number  
(If same as Item #10, write "same")
12. Same  
Name of Prime Contractor and Contact Person  
(If same as Item #8, write "same")

13. Number of employees in your company: 124

14. Contract information:

(a) DDC  
Contracting Agency (City Agency)

(b) \$64,517,895.00  
Contract Amount

(c) 85023B0090-CO293LL11  
Procurement Identification Number (PIN)

(d) \_\_\_\_\_  
Contract Registration Number (CT#)

(e) 01/01/2024  
Projected Commencement Date

(f) 01/01/2026  
Projected Completion Date

(g) Description and location of proposed contract:

Exterior Rehabilitation

Bronx County Courthouse 851 Grand Concourse, Bronx, NY 10451

15. Has your firm been reviewed by the Division of Labor Services (DLS) within the past 36 months and issued a Certificate of Approval? Yes  No

If yes, attach a copy of certificate.

16. Has DLS within the past month reviewed an Employment Report submission for your company and issued a Conditional Certificate of Approval? Yes  No

If yes, attach a copy of certificate.

**NOTE: DLS WILL NOT ISSUE A CONTINUED CERTIFICATE OF APPROVAL IN CONNECTION WITH THIS CONTRACT UNLESS THE REQUIRED CORRECTIVE ACTIONS IN PRIOR CONDITIONAL CERTIFICATES OF APPROVAL HAVE BEEN TAKEN.**

17. Has an Employment Report already been submitted for a different contract (not covered by this Employment Report) for which you have not yet received compliance certificate? Yes  No  If yes,

Date submitted: \_\_\_\_\_  
Agency to which submitted: \_\_\_\_\_  
Name of Agency Person: \_\_\_\_\_  
Contract No: \_\_\_\_\_  
Telephone: \_\_\_\_\_

18. Has your company in the past 36 months been audited by the United States Department of Labor, Office of Federal Contract Compliance Programs (OFCCP)? Yes  No

If yes,

(a) Name and address of OFCCP office.

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(b) Was a Certificate of Equal Employment Compliance issued within the past 36 months?  
Yes\_\_\_ No\_\_\_

If yes, attach a copy of such certificate.

(c) Were any corrective actions required or agreed to? Yes\_\_\_ No\_\_\_

If yes, attach a copy of such requirements or agreements.

(d) Were any deficiencies found? Yes\_\_\_ No\_\_\_

If yes, attach a copy of such findings.

19. Is your company or its affiliates a member or members of an employers' trade association which is responsible for negotiating collective bargaining agreements (CBA) which affect construction site hiring? Yes\_\_\_ No X

If yes, attach a list of such associations and all applicable CBA's.

## PART II: DOCUMENTS REQUIRED

20. For the following policies or practices, attach the relevant documents (e.g., printed booklets, brochures, manuals, memoranda, etc.). If the policy(ies) are unwritten, attach a full explanation of the practices. See instructions.

yes (a) Health benefit coverage/description(s) for all management, nonunion and union employees (whether company or union administered)

yes (b) Disability, life, other insurance coverage/description

no (c) Employee Policy/Handbook

no (d) Personnel Policy/Manual

no (e) Supervisor's Policy/Manual

yes (f) Pension plan or 401k coverage/description for all management, nonunion and union employees, whether company or union administered

yes (g) Collective bargaining agreement(s).

no (h) Employment Application(s)

yes (i) Employee evaluation policy/form(s).

yes (j) Does your firm have medical and/or non-medical (i.e. education, military, personal, pregnancy, child care) leave policy?

yes (k) Sexual Harassment Policy



21. To comply with the Immigration Reform and Control Act of 1986 when and of whom does your firm require the completion of an I-9 Form?

- |  |                     |
|--|---------------------|
| (a) Prior to job offer                     | Yes ___ No <u>X</u> |
| (b) After a conditional job offer          | Yes ___ No <u>X</u> |
| (c) After a job offer                      | Yes ___ No <u>X</u> |
| (d) Within the first three days on the job | Yes <u>X</u> No ___ |
| (e) To some applicants                     | Yes ___ No <u>X</u> |
| (f) To all applicants                      | Yes ___ No <u>X</u> |
| (g) To some employees                      | Yes ___ No <u>X</u> |
| (h) To all employees                       | Yes <u>X</u> No ___ |

22. Explain where and how completed I-9 Forms, with their supportive documentation, are maintained and made accessible.  
**Completed I-9 Forms and supportive documentation are keep on file at**

Nicholson & Galloway, Inc. 261 Glen Head Road, Glen Head, NY 11545

23. Does your firm or any of its collective bargaining agreements require job applicants to take a medical examination? Yes \_\_\_ No X

If yes, is the medical examination given:

- |                                   |                |
|-----------------------------------|----------------|
| (a) Prior to a job offer          | Yes ___ No ___ |
| (b) After a conditional job offer | Yes ___ No ___ |
| (c) After a job offer             | Yes ___ No ___ |
| (d) To all applicants             | Yes ___ No ___ |
| (e) Only to some applicants       | Yes ___ No ___ |

If yes, list for which applicants below and attach copies of all medical examination or questionnaire forms and instructions utilized for these examinations.

24. Do you have a written equal employment opportunity (EEO) policy? Yes X No \_\_\_

If yes, list the document(s) and page number(s) where these written policies are located.  
**Attached**

25. Does the company have a current affirmative action plan(s) (AAP)

\_\_\_ Minorities and Women

\_\_\_ Individuals with handicaps

X Other. Please specify Employees are provided by union halls

26. Does your firm or collective bargaining agreement(s) have an internal grievance procedure with respect to EEO complaints? Yes X No \_\_\_

If yes, please attach a copy of this policy. **Attached please see union CBA**

If no, attach a report detailing your firm's unwritten procedure for handling EEO complaints.

27. Has any employee, within the past three years, filed a complaint pursuant to an internal grievance procedure or with any official of your firm with respect to equal employment opportunity? Yes \_\_\_ No X

If yes, attach an internal complaint log. See instructions.

28. Has your firm, within the past three years, been named as a defendant (or respondent) in any administrative or judicial action where the complainant (plaintiff) alleged violation of any anti-discrimination or affirmative action laws? Yes \_\_\_ No X

If yes, attach a log. See instructions.

29. Are there any jobs for which there are physical qualifications? Yes \_\_\_ No X

If yes, list the job(s), submit a job description and state the reason(s) for the qualification(s).

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30. Are there any jobs for which there are age, race, color, national origin, sex, creed, disability, marital status, sexual orientation, or citizenship qualifications? Yes \_\_\_ No X

If yes, list the job(s), submit a job description and state the reason(s) for the qualification(s).

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**SIGNATURE PAGE**

I, (print name of authorized official signing) Andrew Wilson hereby certify that the information submitted herewith is true and complete to the best of my knowledge and belief and submitted with the understanding that compliance with New York City's equal employment requirements, as contained in Chapter 56 of the City Charter, Executive Order No. 50 (1980), as amended, and the implementing Rules and Regulations, is a contractual obligation. I also agree on behalf of the company to submit a certified copy of payroll records to the Division of Labor Services on a monthly basis.

Nicholson & Galloway, Inc.

Contractor's Name

Patricia Owens

Vice President

Name of person who prepared this Employment Report

Title

Andrew Wilson

Co-President

Name of official authorized to sign on behalf of the contractor

Title

(516) 671-3900

Telephone Number

  
Signature of authorized official

11/06/23

Date

If contractors are found to be underutilizing minorities and females in any given trade based on Chapter 56 Section 3H, the Division of Labor Services reserves the right to request the contractor's workforce data and to implement an employment program.

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

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

To the extent permitted by law and consistent with the proper discharge of DLS' responsibilities under Charter Chapter 56 of the City Charter and Executive Order No. 50 (1980) and the implementing Rules and Regulations, all information provided by a contractor to DLS shall be confidential.

**Only original signatures accepted.**

Sworn to before me this 6th day of November 2023

11/06/23

Notary Public

Authorized Signature

Date

**FORM A. CONTRACT BID INFORMATION: USE OF SUBCONTRACTORS/TRADES**

1. Do you plan to subcontractor work on this contract? Yes X No \_\_\_
2. If yes, complete the chart below.

**NOTE: All proposed subcontractors with a subcontract in excess of \$750,000 must complete an Employment Report for review and approval before the contract may be awarded and work commences.**

SUBCONTRACTOR'S NAME*	OWNERSHIP (ENTER APPROPRIATE CODE LETTERS BELOW)	WORK TO BE PERFORMED BY SUBCONTRACTOR	TRADE PROJECTED FOR USE BY SUBCONTRACTOR	PROJECTED DOLLAR VALUE OF SUBCONTRACT
Safway Atlantic LLC	W	Pipe Scaffolding, Sidewalk Shed, Hoist Tower, Fencing	Carpenters Laborers	\$6,840,000.00
Alpine Construction & Landscaping, Inc.	W	Green Roof	Laborers	\$ 479,519.00
Prestige Development Serviecs, Inc.	H	Abatement	Laborers	\$1,955,519.00
AMG Demolition, Inc.	F	Demolition	Laborers	\$2,100,000.00
AMJ Electric Corp.	B	Electric	Electricians	\$1,292,000.00

**\*If subcontractor is presently unknown, please enter the trade (craft name).**

**OWNERSHIP CODES**

- W: White
- B: Black
- H: Hispanic
- A: Asian
- N: Native American
- F: Female

**FORM A. CONTRACT BID INFORMATION: USE OF SUBCONTRACTORS/TRADES**

1. Do you plan to subcontractor work on this contract? Yes X No \_\_\_
2. If yes, complete the chart below.

**NOTE: All proposed subcontractors with a subcontract in excess of \$750,000 must complete an Employment Report for review and approval before the contract may be awarded and work commences.**

SUBCONTRACTOR'S NAME*	OWNERSHIP (ENTER APPROPRIATE CODE LETTERS BELOW)	WORK TO BE PERFORMED BY SUBCONTRACTOR	TRADE PROJECTED FOR USE BY SUBCONTRACTOR	PROJECTED DOLLAR VALUE OF SUBCONTRACT
Northern Bay Contracting, Inc.	W	Interior Capentry	Carpenters	\$ 34,000.00
Roebell Paints Co., Inc.	W	Plaster and Paint	Painters	\$ 299,500.00
Hill Security Services	B	Site Security	Security	\$ 550,000.00
SharpLens Photography	B	Photography	Photographers	\$ 65,000.00
Competent Safety LLC	B	Site Safety Manager	Site Safety	\$ 30,000.00

**\*If subcontractor is presently unknown, please enter the trade (craft name).**

**OWNERSHIP CODES**

- W: White
- B: Black
- H: Hispanic
- A: Asian
- N: Native American
- F: Female

**FORM A CONTRACT BID INFORMATION: USE OF SUBCONTRACTORS/TRADES**

1. Do you plan to subcontractor work on this contract? Yes X No \_\_\_
2. If yes, complete the chart below.

**NOTE: All proposed subcontractors with a subcontract in excess of \$750,000 must complete an Employment Report for review and approval before the contract may be awarded and work commences.**

SUBCONTRACTOR'S NAME*	OWNERSHIP (ENTER APPROPRIATE CODE LETTERS BELOW)	WORK TO BE PERFORMED BY SUBCONTRACTOR	TRADE PROJECTED FOR USE BY SUBCONTRACTOR	PROJECTED DOLLAR VALUE OF SUBCONTRACT
Infinite Consulting Corp.	A	Project Scheduling	Scheduling & Expediting	\$ 30,000.00
Cassone Leasing, Inc.	F	Trailer Rentals	Rentals	\$ 60,000.00
Riehm Corp.	W	Plumbing	Plumbers	\$ 415,000.00

**\*If subcontractor is presently unknown, please enter the trade (craft name).**

**OWNERSHIP CODES**

- W: White
- B: Black
- H: Hispanic
- A: Asian
- N: Native American
- F: Female

**FORM B: PROJECTED WORKFORCE**

**TRADE CLASSIFICATION CODES**

- (J) Journeylevel Workers      (A) Apprentice
- (H) Helper                        (TRN) Trainee
- (TOT) Total by Column

For each trade to be engaged by your company for this project, enter the projected workforce for Males and Females by trade classification on the charts below.

Trade:  
PCC-Pointers, Cleaners & Caulkers

Union Affiliation, if applicable

#1

Total (Col. #1-10):

30

Total Minority, Male & Female  
(Col. #2,3,4,5,7,8,9, & 10):

15

Total Female  
(Col. #6 – 10):

		MALES					FEMALES				
		(1) White Non His <sub>p</sub> .	(2) Black Non His <sub>p</sub> .	(3) His <sub>sp</sub> .	(4) Asian	(5) Native Amer.	(6) White Non His <sub>sp</sub> .	(7) Black Non His <sub>p</sub> .	(8) His <sub>p</sub> .	(9) Asian	(10) Native Amer.
J		13		12							
H											
A		2		3							
TRN											
TOT		15	T	15							

What are the recruitment sources for you projected hires (i.e., unions, government employment office, job tap center, community outreach)?

Unions



**FORM B: PROJECTED WORKFORCE**

**TRADE CLASSIFICATION CODES**

- (J) Journeylevel Workers      (A) Apprentice
- (H) Helper                        (TRN) Trainee
- (TOT) Total by Column

For each trade to be engaged by your company for this project, enter the projected workforce for Males and Females by trade classification on the charts below.

Trade:  
NY Roofers

Union Affiliation, if applicable  
#8

Total (Col. #1-10):  
16

Total Minority, Male & Female  
(Col. #2,3,4,5,7,8,9, & 10):  
9

Total Female  
(Col. #6 – 10):

	MALES					FEMALES				
	(1) White Non His <sub>p</sub> .	(2) Black Non His <sub>p</sub> .	(3) His <sub>sp</sub> .	(4) Asian	(5) Native Amer.	(6) White Non His <sub>sp</sub> .	(7) Black Non His <sub>p</sub> .	(8) His <sub>p</sub> .	(9) Asian	(10) Native Amer.
J	6	2	5							
H										
A	1	1	1							
TRN										
TOT	7	3 T	6							

What are the recruitment sources for you projected hires (i.e., unions, government employment office, job tap center, community outreach)?

Unions



**FORM B: PROJECTED WORKFORCE**

**TRADE CLASSIFICATION CODES**

- (J) Journeylevel Workers      (A) Apprentice
- (H) Helper                        (TRN) Trainee
- (TOT) Total by Column

For each trade to be engaged by your company for this project, enter the projected workforce for Males and Females by trade classification on the charts below.

Trade:  
Sheet Metal Workers

Union Affiliation, if applicable  
#28

Total (Col. #1-10):  
5

Total Minority, Male & Female  
(Col. #2,3,4,5,7,8,9, & 10):  
1

Total Female  
(Col. #6 – 10):

		MALES					FEMALES				
		(1) White Non His <sub>p</sub> .	(2) Black Non His <sub>p</sub> .	(3) His <sub>sp</sub> .	(4) Asian	(5) Native Amer.	(6) White Non His <sub>sp</sub> .	(7) Black Non His <sub>p</sub> .	(8) His <sub>p</sub> .	(9) Asian	(10) Native Amer.
J		4			1						
H											
A											
TRN											
TOT		4	T		1						

What are the recruitment sources for you projected hires (i.e., unions, government employment office, job tap center, community outreach)?

Unions

**FORM C: CURRENT WORKFORCE**

**TRADE CLASSIFICATION CODES**

- (J) Journeylevel Workers
- (H) Helper
- (TOT) Total by Column
- (A) Apprentice
- (TRN) Trainee

For each trade currently engaged by your company for all work performed in New York City, enter the current workforce for Males and Females by trade classification on the charts below.

Trade:  
PCC-Pointers, Cleaners & Caulkers

Union Affiliation, if applicable

#1 \_\_\_\_\_

Total (Col. #1-10):  
80

Total Minority, Male & Female  
(Col. #2,3,4,5,7,8,9, & 10):  
39

Total Female  
(Col. #6 - 10):

		MALES					FEMALES				
		(1) White Non Hisp.	(2) Black Non Hisp.	(3) Hisp.	(4) Asian	(5) Native Amer.	(6) White Non Hisp.	(7) Black Non Hisp.	(8) Hisp.	(9) Asian	(10) Native Amer.
J		35	2	30							
H											
A		6		7							
TRN											
TOT		41	2 T	37							

What are the recruitment sources for you projected hires (i.e., unions, government employment office, job tap center, community outreach)?

Unions \_\_\_\_\_

**FORM C: CURRENT WORKFORCE**

**TRADE CLASSIFICATION CODES**

- (J) Journeylevel Workers      (A) Apprentice
- (H) Helper                        (TRN) Trainee
- (TOT) Total by Column

For each trade currently engaged by your company for all work performed in New York City, enter the current workforce for Males and Females by trade classification on the charts below.

Trade:  
NY Roofers

Union Affiliation, if applicable

#8

Total (Col. #1-10):  
10

Total Minority, Male & Female  
(Col. #2,3,4,5,7,8,9, & 10):  
8

Total Female  
(Col. #6 - 10):

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

What are the recruitment sources for you projected hires (i.e., unions, government employment office, job tap center, community outreach)?

Unions

**FORM C: CURRENT WORKFORCE**

**TRADE CLASSIFICATION CODES**

- (J) Journeylevel Workers      (A) Apprentice
- (H) Helper                        (TRN) Trainee
- (TOT) Total by Column

For each trade currently engaged by your company for all work performed in New York City, enter the current workforce for Males and Females by trade classification on the charts below.

Trade:  
LI Roofers

Union Affiliation, if applicable  
#154

Total (Col. #1-10):  
4

Total Minority, Male & Female  
(Col. #2,3,4,5,7,8,9, & 10):  
2

Total Female  
(Col. #6 - 10):

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

What are the recruitment sources for you projected hires (i.e., unions, government employment office, job tap center, community outreach)?

Unions

**FORM C: CURRENT WORKFORCE**

**TRADE CLASSIFICATION CODES**

(J) Journeylevel Workers (A) Apprentice  
 (H) Helper (TRN) Trainee  
 (TOT) Total by Column

For each trade currently engaged by your company for all work performed in New York City, enter the current workforce for Males and Females by trade classification on the charts below.

Trade:  
 Sheet Metal Workers

Union Affiliation, if applicable

#28

Total (Col. #1-10):  
 10

Total Minority, Male & Female  
 (Col. #2,3,4,5,7,8,9, & 10):  
 3

Total Female  
 (Col. #6 – 10):

		MALES					FEMALES				
		(1) White Non His. p.	(2) Black Non His. p.	(3) His. p.	(4) Asian	(5) Native Amer.	(6) White Non His. p.	(7) Black Non His. p.	(8) His. p.	(9) Asian	(10) Native Amer.
J		6		1	1						
H											
A		1			1						
TRN											
TOT		7	T	1	2						

What are the recruitment sources for you projected hires (i.e., unions, government employment office, job tap center, community outreach)?

Unions

**FORM C: CURRENT WORKFORCE**

**TRADE CLASSIFICATION CODES**

- (J) Journeylevel Workers
- (H) Helper
- (TOT) Total by Column
- (A) Apprentice
- (TRN) Trainee

For each trade currently engaged by your company for all work performed in New York City, enter the current workforce for Males and Females by trade classification on the charts below.

Trade:  
Teamsters

Union Affiliation, if applicable

#807

Total (Col. #1-10):

3

Total Minority, Male & Female  
(Col. #2,3,4,5,7,8,9, & 10):

Total Female  
(Col. #6 - 10):

		MALES					FEMALES				
		(1) White Non His <sub>p</sub> .	(2) Black Non His <sub>p</sub> .	(3) His <sub>p</sub> .	(4) Asian	(5) Native Amer.	(6) White Non His <sub>p</sub> .	(7) Black Non His <sub>p</sub> .	(8) His <sub>p</sub> .	(9) Asian	(10) Native Amer.
J		3									
H											
A											
TRN											
TOT		3	T								

What are the recruitment sources for you projected hires (i.e., unions, government employment office, job tap center, community outreach)?

Unions

## Part 1: M/WBE Participation Goals

### Contract Overview (To be completed by contracting agency)

APT E-Pin# \_\_\_\_\_ FMS Project ID# \_\_\_\_\_  
 Project Title \_\_\_\_\_ Agency PIN# \_\_\_\_\_  
 Contracting Agency \_\_\_\_\_ Bid/Proposal Response Date \_\_\_\_\_  
 Agency Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ ZIP \_\_\_\_\_  
 Contact Person \_\_\_\_\_ Title \_\_\_\_\_  
 Telephone \_\_\_\_\_ Email \_\_\_\_\_

Project Description (attach additional pages if necessary)

Bidder or proposer  is required OR  is not required to specifically identify the contact information of all M/WBE firms they intend to use as a subcontractor on this contract, including the M/WBE vendor name, address and telephone number in the space provided below in Part 2 Section 4.

### M/WBE Participation Goals for Services

Enter the percentage amount for each category or for an unspecified Goal.

**Prime Contract Industry:** \_\_\_\_\_

#### Category and Breakdown:

Unspecified \_\_\_\_\_ %  
 Black American \_\_\_\_\_ %  
 Hispanic American \_\_\_\_\_ %  
 Asian American \_\_\_\_\_ %  
 Women \_\_\_\_\_ %

**Total Participation Goals** \_\_\_\_\_ %  
Line 1

## Part 2: M/WBE Participation Plan

(To be completed by the bidder/proposer unless granted a full waiver, which must be submitted with the bid/proposal in lieu of this form)

### Section 1: Prime Contractor Contact Information

Tax ID# \_\_\_\_\_ FMS Vendor ID# \_\_\_\_\_  
 Business Name \_\_\_\_\_ Contact Person \_\_\_\_\_  
 Business Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ ZIP \_\_\_\_\_  
 Telephone \_\_\_\_\_ Email \_\_\_\_\_

### Section 3: Contractor M/WBE Utilization Plan

Please review the Notice to Prospective Contractors for more information on how to obtain credit for M/WBE participation. Check applicable box. The Proposer or Bidder will fulfill the M/WBE Participation Goals:

- As an M/WBE Prime Contractor that will self-perform and/or subcontract to other M/WBE firms a portion of the contract the value of which is at least the amount located on Lines 2 or 3 in the panels in Section 2, as applicable. The value of any work subcontracted to non-M/WBE firms will not be credited towards fulfillment of M/WBE Participation Goals. Please check all that apply to Prime Contractor:  MBE  WBE
- As a Qualified Joint Venture with an M/WBE partner, in which the value of the M/WBE partner's participation and/or the value of any work subcontracted to other M/WBE firms is at least the amount located on Lines 2 or 3 in the panels in Section 2, as applicable. The value of any work subcontracted to non-M/WBE firms will not be credited towards fulfillment of M/WBE Participation Goals.
- As a non-M/WBE Prime Contractor that will enter into subcontracts with M/WBE firms the value of which is at least the amount located on Lines 2 or 3 in the panels in Section 2, as applicable.

### Section 2: M/WBE Utilization Goal Calculation

#### Prime Contractor Adopting Agency Participation Goals

*For Prime Contractors (including Qualified Joint Ventures and M/WBE firms) adopting Agency M/WBE Participation Goals.*

Total Bid/Proposal Value \$ \_\_\_\_\_  
**multiplied by** **x**  
 Total Participation Goals \_\_\_\_\_ %  
(Line 1 above)

Calculated M/WBE Participation Amount \$ \_\_\_\_\_  
Line 2

**OR**

#### Prime Contractor With Partial Waiver Approval Adopting Revised Participation Goals

*For Prime Contractors (including Qualified Joint Ventures and M/WBE firms) adopting Revised M/WBE Participation Goals.*

Total Bid/Proposal Value \$ \_\_\_\_\_  
**multiplied by** **x**  
 Total Revised Participation Goals \_\_\_\_\_ %

Calculated M/WBE Participation Amount \$ \_\_\_\_\_  
Line 3

**Section 4: General Contract Information**

**What is the expected percentage of the total contract dollar value that you expect to award in subcontracts for services, regardless of M/WBE status?** \_\_\_\_\_ %

Enter a brief description of the type(s) and dollar value of subcontracts for all services you plan to subcontract if awarded this contract, along with the anticipated start and end dates for such subcontracts. For each item, indicate whether the work is designated for participation by an M/WBE. Where the contracting agency's solicitation has indicated a requirement that the bidder or proposer specifically identify the contact information of all M/WBEs they intend to use on this contract, vendors must also include the M/WBE vendor name, address and telephone number in the space provided below. Use additional sheets if necessary.

Description of Work	Start Date (MM/YY)	End Date (MM/YY)	Planned \$ Amount	Designated for M/WBE		M/WBE Vendor Name	M/WBE Address	M/WBE Telephone
				Y	N			
1. _____	/	/	\$ _____	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	( ) -
2. _____	/	/	\$ _____	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	( ) -
3. _____	/	/	\$ _____	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	( ) -
4. _____	/	/	\$ _____	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	( ) -
5. _____	/	/	\$ _____	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	( ) -
6. _____	/	/	\$ _____	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	( ) -
7. _____	/	/	\$ _____	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	( ) -
8. _____	/	/	\$ _____	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	( ) -
9. _____	/	/	\$ _____	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	( ) -
10. _____	/	/	\$ _____	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	( ) -

**Section 5: Vendor Certification and Required Affirmations**

I hereby:

1. acknowledge my understanding of the M/WBE participation requirements as set forth herein and the pertinent provisions of Section 6-129 of the Administrative Code of the City of New York ("Section 6-129"), and the rules promulgated thereunder;
2. affirm that the information supplied in support of this M/WBE Utilization Plan is true and correct;
3. agree, if awarded this Contract, to comply with the M/WBE participation requirements of this Contract, the pertinent provisions of Section 6-129, and the rules promulgated thereunder, all of which shall be deemed to be material terms of this Contract;
4. agree and affirm that it is a material term of this Contract that the Vendor will award the total dollar value of the M/WBE Participation Goals to certified MBEs and/or WBEs, unless a full waiver is obtained or such Goals are modified by the Agency; and
5. agree and affirm, if awarded this Contract, to make all reasonable, good faith efforts to meet the M/WBE Participation Goals, or if a partial waiver is obtained or such Goals are modified by the Agency, to meet the modified Participation Goals by soliciting and obtaining the participation of certified MBE and/or WBE firms.

Signature  \_\_\_\_\_ Date \_\_\_\_\_  
 Print Name \_\_\_\_\_ Title \_\_\_\_\_







**Reference 4**

Agency/Organization \_\_\_\_\_ Contract # \_\_\_\_\_

Reference Contact \_\_\_\_\_ Telephone \_\_\_\_\_ Email \_\_\_\_\_

Contract Start Date \_\_\_\_\_ Contract End Date \_\_\_\_\_ Total Contract Value \$ \_\_\_\_\_

Prime Contract description \_\_\_\_\_

Did the vendor perform as a Prime Contractor or as a Subcontractor?  Prime Contractor  Subcontractor  
Was the Prime Contract subject to any Goals?  City M/WBE Goals  State Goals  Federal Goals  No Applicable Goals  
Did the Prime Contractor meet Goal requirements?  Yes  No  N/A

If the Prime Contractor did not meet Goal requirements or contract is still ongoing, please explain \_\_\_\_\_

**If you performed as the Prime Contractor, please provide a description and value of all work subcontracted to other vendors.**  
\_\_\_\_\_  
\$ \_\_\_\_\_  
\_\_\_\_\_  
\$ \_\_\_\_\_  
\_\_\_\_\_  
\$ \_\_\_\_\_  
\_\_\_\_\_  
\$ \_\_\_\_\_  
\_\_\_\_\_  
\$ \_\_\_\_\_  
Percentage of total contract value subcontracted to other vendors \_\_\_\_\_ %

**If you performed as the Subcontractor, please provide a description and value of work areas you self-performed.**  
\$ \_\_\_\_\_

**Reference 5**

Agency/Organization \_\_\_\_\_ Contract # \_\_\_\_\_

Reference Contact \_\_\_\_\_ Telephone \_\_\_\_\_ Email \_\_\_\_\_

Contract Start Date \_\_\_\_\_ Contract End Date \_\_\_\_\_ Total Contract Value \$ \_\_\_\_\_

Prime Contract description \_\_\_\_\_

Did the vendor perform as a Prime Contractor or as a Subcontractor?  Prime Contractor  Subcontractor  
Was the Prime Contract subject to any Goals?  City M/WBE Goals  State Goals  Federal Goals  No Applicable Goals  
Did the Prime Contractor meet Goal requirements?  Yes  No  N/A

If the Prime Contractor did not meet Goal requirements or contract is still ongoing, please explain \_\_\_\_\_

**If you performed as the Prime Contractor, please provide a description and value of all work subcontracted to other vendors.**  
\_\_\_\_\_  
\$ \_\_\_\_\_  
\_\_\_\_\_  
\$ \_\_\_\_\_  
\_\_\_\_\_  
\$ \_\_\_\_\_  
\_\_\_\_\_  
\$ \_\_\_\_\_  
\_\_\_\_\_  
\$ \_\_\_\_\_  
Percentage of total contract value subcontracted to other vendors \_\_\_\_\_ %

**If you performed as the Subcontractor, please provide a description and value of work areas you self-performed.**  
\$ \_\_\_\_\_

**Vendor Certification**

**Identify/list all the work areas you intend on subcontracting on the current anticipated contract for which you are submitting this waiver request.**

*I hereby affirm that the information supplied in support of this waiver request is true and correct, and that this request is made in good faith. I further affirm that the work that I did not list as work that will be subcontracted on this contract for which I am submitting this waiver request is work that I have performed on past contracts and will not subcontract if awarded this contract.*

Signature \_\_\_\_\_ Date \_\_\_\_\_

Print Name \_\_\_\_\_ Title \_\_\_\_\_

<p><b>Approvals (for Agency completion only)</b></p> <p>ACCO Signature _____ Date _____</p> <p>CCPO Signature _____ Date _____</p>	<p><b>Waiver Determination</b></p> <p><input type="checkbox"/> Full Waiver Approved</p> <p><input type="checkbox"/> Waiver Denied</p> <p><input type="checkbox"/> Partial Waiver Approved</p> <p>Revised Participation Goal _____ %</p>
--	---



**Department of  
Design and  
Construction**

**PROJECT ID: CO293LL11**

**THE CITY OF NEW YORK  
DEPARTMENT OF DESIGN AND CONSTRUCTION  
DIVISION OF PUBLIC BUILDINGS**

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

**VOLUME 2 OF 3**

**PROJECT LABOR AGREEMENT  
INFORMATION FOR BIDDERS  
CONTRACT  
PERFORMANCE AND PAYMENT BONDS  
SCHEDULE OF PREVAILING WAGES  
GENERAL CONDITIONS**

FOR FURNISHING ALL LABOR AND MATERIALS  
NECESSARY AND REQUIRED FOR THE PROJECT

**Bronx County Courthouse Exterior  
Rehabilitation**

**LOCATION:  
BOROUGH:  
CITY OF NEW YORK**

**851 Grand Concourse  
Bronx, NY 10451**

**CONTRACT NO. 1**

**GENERAL CONSTRUCTION WORK**

**DCAS**

**CTA Architects**

**Date: June 21, 2023**





**Department of  
Design and  
Construction**

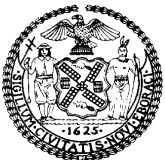
**THE CITY OF NEW YORK  
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TELEPHONE (718) 391-1000  
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**VOLUME 2 OF 3**

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# NOTICE TO BIDDERS

## **This contract is subject to a new 2020 Project Labor Agreement**

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

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

Bidders are advised that the City of New York and City agencies have entered into multiple PLAs. The terms of each PLA, while similar, are not identical. Please also note that there are revisions between the 2020 Citywide Renovation PLA attached to this bid and the prior 2015 Citywide Renovation PLA.

All bidders are urged to review the entire 2020 Citywide Renovation PLA prior to submitting a bid.

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

Construction Contract Article 37.2.1. Where, however, the invitation for bids, including the Standard Construction Contract, requires the approval of the City/Department, the PLA does not supersede or eliminate that requirement.

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

If this Contract is subject to the Minority-Owned and Women-Owned Business Enterprise ("M/WBE") program implemented pursuant to New York City Administrative Code § 6-129, the specific requirements of M/WBE participation for this Contract are set forth elsewhere in this bid package. If such requirements are included with this Contract, the City strongly advises Contractors to read those provisions, as well as PLA Article 4, Section 4. A list of certified M/WBE firms may be obtained from the Department of Small Business Services (DSBS) website at <http://mtprawvwsbwtp1-1.nyc.gov/>, emailing [MWBE@sbs.nyc.gov](mailto:MWBE@sbs.nyc.gov), or by calling the DSBS certification hotline at (212) 513-6311, or by visiting or writing the DSBS at One Liberty Plaza, 11th Floor, New York, New York, 10006.

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

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

## 2020 Citywide Renovation Project Labor Agreement Frequently Asked Questions

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

**A.** No, any contractor may bid by signing and agreeing to the terms of the PLA. The contractor need not be signatory with these unions by any other labor agreement or for any other project.
- 2. Q.** Does a Contractor agreeing to the PLA and signing the Letter of Assent create a labor agreement with these unions outside of the project covered by the PLA?

**A.** No, the PLA applies only to those projects that the Contractor agrees to perform under the PLA and makes no labor agreement beyond those projects. Contractors do not need to sign any additional agreements (*e.g.*, a collective bargaining agreement) with a union aside from the Letter of Assent to work on a PLA project.
- 3. Q.** Do the provisions of the PLA apply equally to subcontractors as well as contractors and how does the PLA affect the subcontractors that a bidder may utilize on the project?

**A.** Yes, the PLA applies to subcontractors and all subcontractors performing Program Work must agree to become party to the PLA. Subject to the Agency’s approval of subcontractors pursuant to Article 17 of the Standard Construction Contract, a Contractor may use any subcontractor, union or non-union, as long as the subcontractor signs the Letter of Assent. See PLA Article 2, Section 8.
- 4. Q.** Are bidders required to submit Letters of Assent signed by proposed subcontractors with their bid in order to be found responsive?

**A.** No, bidders do not have to submit signed Letters of Assent from their subcontractors with their bid. However, subcontractors performing Program Work will be required to sign the Letter of Assent prior to being approved by the Agency.
- 5. Q.** May a Contractor or subcontractor use any of its existing employees to perform this work?

**A.** Generally, labor will be referred to the Contractor from the respective signatory local unions. However, Contractors and subcontractors may use up to 12% of their existing, qualifying labor force for this work. Certified M/WBEs for which participation goals are set pursuant to NYC Administrative Code § 6-129 that are not signatory to any Schedule A collective bargaining agreements (“CBAs”) may use their existing employees for the 2<sup>nd</sup>, 4<sup>th</sup>, 6<sup>th</sup> and 8<sup>th</sup> employee (per trade) needed on the job if their contracts are valued at or under \$2,000,000. Any additional workers will be referred to the Contractor in accordance with the 12% referral requirements set forth in the PLA. See PLA Article 4, Section 2.



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

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

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

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

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

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

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

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

Non-union Contractors with bona fide private benefit plans that satisfy the requirements of Labor Law 220 will not be required to pay into union benefit funds for their employees working pursuant to Article 4, Section 2 (B) and (C) (“Core Employees”) who are already covered under their bona fide private benefit plans. Supplemental

benefit funds in excess of the annualized value of the private benefit plans will be paid directly to workers as additional wages in compliance with Labor Law § 220. At the time of contract award, the Contractor shall make available to the contracting Agency a complete set of plan documents for each private benefit plan into which contributions will be made and/or coverage provided. The Contractor shall also provide certification from a certified public accountant as to the annualized hourly value of such benefits consistent with the requirements of Labor Law § 220. See PLA Article 11, Section 2.

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

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

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

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

Upon notification by a union or fringe benefit fund that a Contractor is delinquent in its payment of benefits and a determination by the Agency that the union or fund has submitted appropriate documentation of such delinquency, the Agency will thereafter require the Contractor to submit cancelled checks or other equivalent proof of payment of benefit contributions with certified payroll reports for work covered by this PLA on which the Contractor is engaged.

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

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

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

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

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

14. **Q.** What happens if a union does not provide a worker within 48 hours from the request (Saturdays, Sundays, and holidays excepted)?
- A.** In the event that a Local Union does not fill any request for qualified employees within a 48-hour period after such requisition is made by a Contractor (Saturdays, Sundays and holidays excepted), a Contractor may employ qualified applicants from any other available source.
15. **Q.** May a Contractor discharge a union referral for lack of productivity?
- A.** Except as expressly limited by a specific provision of the PLA, a Contractor retains full and exclusive authority for the management of their operations, including the right to discipline or discharge for just cause its employees. See PLA Article 6, Section 1.
16. **Q.** May a contractor assign a management person to site?
- A.** Yes. Managers are not subject to the provisions of the PLA, so there is no restriction on management and/or other non-trade personnel, as long as such personnel do not perform trade functions. See Article 3, Section 1.
17. **Q.** What type of work can Stewards perform?
- A.** All Stewards must be working Stewards (*i.e.*, they must be performing Program Work). In addition, Stewards may perform other tasks such as receiving complaints or grievances from other employees of the Steward's trade. Stewards may not determine when overtime is worked. Stewards are entitled to the same wages as other employees of that trade. See PLA Article 5, Sections 2 and 3.
18. **Q.** Can a Contractor utilize apprentices?
- A.** Contractors are permitted to utilize apprentices so long as the ratios between journeyman and apprentice do not exceed the allowable ratios set by the New York State Department of Labor ("NYSDOL"). Should a Contractor request that apprentices be provided for Program Work, the referring Local Union shall comply with that request so long as it is consistent with the maximum ratios permitted by NYSDOL.
19. **Q.** What is HireNYC Construction Careers?
- A.** HireNYC Construction Careers is an initiative to advance career opportunities within the construction industry. The initiative has a target goal of 30% of all hours worked on PLA projects are performed by workers who reside in NYCHA housing or zip codes where 15% or more of the residences are below poverty. When a Contractor requests employees, the trades will take into account the target goals when they refer additional workers.

20. **Q.** Does the PLA provide a standard work day across all the signatory trades?
- A.** Yes, all signatory trades will work an eight (8) hour day, Monday through Friday with a day shift at straight time as the standard work week. The PLA also permits a Contractor to schedule a four-day (within Monday through Friday) work week, ten (10) hours per day at straight time if announced at the commencement of the project. See PLA Article 12, Section 1. This is an example where the terms of the PLA override provisions of the Standard Construction Contract (compare with section 37.2 of the Standard Construction Contract). The standard work week may be reduced to 35 or 37 ½ hours of work in those limited circumstances where the City states in the bid documents that the Contractor will not be given access to the site to accommodate an 8-hour day. The 8 hour, 7 ½ hour or 7-hour work day must be established at the commencement of the project by the Agency and may not be altered by the Contractor.
21. **Q.** Does the PLA create a common holiday schedule for all the signatory trades?
- A.** Yes, the PLA recognizes nine common holidays. See PLA Article 12, Section 4.
22. **Q.** Are workers entitled to holiday pay if they do not work on the holiday?
- A.** No. Workers are only entitled to pay if they work on the holiday. See PLA Article 12, Section 4.
23. **Q.** Does the PLA provide for a standard policy for ‘shift work’ across all signatory trades?
- A.** Yes, second and third shifts may be worked with a standard 5% premium pay. In addition, a day shift does not have to be scheduled in order to work the second and third shifts at the 1.05 hourly pay rate. See PLA Article 12, Section 3.
24. **Q.** May the Contractor schedule overtime work, including work on a weekend?
- A.** Yes, the PLA permits the Contractor to schedule overtime work, including work on weekends. See PLA Article 12, Sections 2, 3, and 5. To the extent that the Agency’s approval is required before a Contractor may schedule or be paid for overtime, that approval is still required notwithstanding the PLA language.
25. **Q.** Are overtime payments affected by the PLA?
- A.** Yes, all overtime pay incurred Monday through Saturday will be at time and one half (1 ½). There will be no stacking or pyramiding of overtime pay under any circumstances. See PLA Article 12, Section 2. Sunday and holiday overtime will be paid according to each trade’s CBA.
26. **Q.** Are there special provisions for Saturday work when a day is ‘lost’ during the week due to weather, power failure or other emergency?
- A.** Yes, when this occurs the Contractor may schedule Saturday work at weekday rates. See PLA Article 12, Section 5.

27. **Q.** Does the PLA contain special provisions for the staffing of temporary services?
- A.** Yes. Where temporary services are required by specific request of the Agency or construction manager, they shall be provided by the Contractor's existing employees during working hours in which a shift is scheduled for employees of the Contractor. The need for temporary services during non-working hours will be determined by the Agency or construction manager. There will be no stacking of trades on temporary services. See PLA Article 15.
28. **Q.** What do the workers get paid when work is terminated early in a day due to inclement weather or otherwise cut short of 8 hours?
- A.** The PLA provides that employees who report to work pursuant to regular schedule and not given work will be paid two hours of straight time. Work terminated early for severe weather or emergency conditions will be paid only for time actually worked. In other instances where work is terminated early, the worker will be paid for a full day. See PLA Article 12, Sections 6 and 8. The usual reporting pay requirement of two hours for employees who report to their work location pursuant to their regular schedule does not apply when the National Weather Service issues a Weather Advisory and the Contractor speaks to the employee at least four hours before their shift starting time. See PLA Article 12, Section 6.
29. **Q.** Should a local collective bargaining agreement of a signatory union expire during the project will a work stoppage occur on a project subject to the PLA?
- A.** No. All the signatory unions are bound by the 'no strike' agreement as to the PLA work. Work will continue under the PLA and the otherwise expired local CBA(s) until the new local CBA(s) are negotiated and in effect. See PLA Articles 7 and 19.
30. **Q.** May a Contractor working under the PLA be subject to a strike or other boycott activity by a signatory union at another site while the Contractor is a signatory to the PLA?
- A.** Yes. The PLA applies ONLY to work under the PLA and does not regulate labor relations at other sites even if those sites are in close proximity to PLA work.
31. **Q.** If a Contractor has worked under other PLAs in the New York City area, are the provisions in this PLA generally the same as the others?
- A.** While PLAs often look similar to each other, and particular clauses are often used in multiple agreements, each PLA is a unique document and should be examined accordingly.
32. **Q.** What happens if a dispute occurs between the Contractor and an employee during the project?
- A.** The PLA contains a grievance and arbitration process to resolve disputes between the Contractor and the employees. See PLA Article 9.

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

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

34. **Q.** Does the PLA contain special provisions for JOCS or task order-based Contracts?

**A.** The PLA does not apply to Task Orders or Work Orders that do not exceed \$250,000 issued under JOCS or Requirements Contracts. See PLA Article 3, Section 1.

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

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

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## District Councils & Affiliates Contact Information

**Bricklayers & Allied Craftworkers Local 1**  
 4 Court Square  
 Long Island City, NY 11101  
 Business Manager: Jack Argila  
 P: (718) 392-0525  
 email: jargila@bac1ny.com

**BoilerMakers Local 5**  
 24 Van Siclen Avenue  
 Floral Park, NY 11001  
 Business Manager: Steve Ludwigson  
 P: 516-326-2500  
 email: boilermakerslocal5@verizon.net

**Building Concrete & Excavating Laborers Local 731**  
 34-11 35th Avenue  
 Astoria, NY 11106  
 Business Manager: Joseph D'Amato  
 P: 718-706-0720  
 email: joed731bm@gmail.com

**\*NYC & Vicinity District Council of Carpenters**  
 395 Hudson Street, 9th Fl  
 New York, NY 10014  
 Business Manager: Joe Geiger  
 P: 212-366-7500  
 email: jgeiger@nycdistrictcouncil.org

**\*Concrete Workers District Council No. 16**  
 30-56 Whitestone Expressway Suite 320  
 Flushing, NY 11354  
 Business Manager: Angelo Angelone  
 P: 718-886-0516  
 email: ccwdc16@yahoo.com

**Cement Masons Local #780**  
 150-50 14th Rd Suite 4  
 Whitestone, NY 11357  
 Business Manager: Gino Castingnoli  
 P: 718-357-3750  
 email: gcastignoli@noedc.org

**Electrical Local 3**  
 158-11 Harry Van Arsdale Jr. Avenue  
 Flushing, NY 11365  
 Business Manager: Chris Erikson  
 P: 718-591-4000  
 email: cerikson@local3ibew.org

**Roofers & Waterproofers Local 8**  
 12-11 43rd Avenue  
 LIC, NY 11101  
 Business Manager: Nick Siciliano  
 P: 718-361-1169  
 email: nick@fundsforlocal8roofers.org

**SheetMetal Workers Local 28**  
 500 Greenwich Street  
 New York, NY 10013  
 Business Manager: Eric Meslin  
 P: 212-941-7700  
 email: emeslin@local28union.com

**SheetMetal Workers Local 137**  
 21-42 44th Drive  
 LIC, NY 11101  
 Business Manager: Dante Dano  
 P: 718-937-4514  
 email: dante@local137.com

**Elevator Constructors Local 1**  
 47-24 27th Avenue  
 LIC, NY 11101  
 Business Manager: Lenny Legotte  
 P: 718-767-7004  
 email: llegotte@localoneiuec.com

**Engineers Local 14**  
 141-57 Northern Boulevard  
 Flushing, NY 11354  
 Business Manager: Edwin Christian  
 P: 718-939-0600  
 email: lynnd@iuoelocal14.com

**Engineers Local 15, 15A, 15B, 15C & 15D**  
 44-40 11th Street  
 Long Island City, 11101  
 Business Manager: Tom Callahan  
 P: 212-929-5327  
 email: love015@aol.com

**Engineers Local 30**  
 16-16 Whitestone Expressway  
 Whitestone, NY 11357  
 Business Manager: William Lynn  
 P: 718-847-8484  
 email: williamlynn@iuoelocal30.org

**Engineers Local 94**  
 331-337 West 44th Street  
 New York, NY 10036  
 Business Manager: Kuba Brown  
 P: 212-245-7040  
 email: kubabrown@local94.com

**Heat & Frost Insulators Local 12**  
 35-53 24th Street  
 LIC, NY 11101  
 Business Manager: John Jovic  
 P: 718-784-3456  
 email: john@insulatorslocal12.com

**Heat & Frost Insulators Local 12A**  
 1536 127th Street  
 College Point, NY 11356  
 Business Manager: Jamie Soto  
 P: 718-886-7226  
 email: jsoto.12a@aol.com

**Steamfitters Local 638**  
 32-32 48th Avenue  
 LIC, NY 11101  
 Business Manager: Scott Roche  
 P: 718-392-3420  
 email: popparoch@gmail.com

**Teamsters Local 282**  
 2500 Marcus Avenue  
 Lake Success, NY 11042  
 Business Manager: Tom Gesauldi  
 P: 516-488-2822 #141  
 email: tgesualdi282@yahoo.com

**Teamsters Local 814**  
 21-42 44th Drive  
 LIC, NY 11101  
 Business Manager: Jason Ide  
 P: 718-609-6407  
 email: jasonl@ibt814.com

**\*Iron Workers District Council**  
 227 E 56th Street Suite 300A  
 New York, NY 10022  
 Business Manager: James Mahoney  
 P: 212-302-1868  
 email: jmahoney@iwintl.org

**\*Mason Tenders District Council**  
 520 8th Avenue  
 New York NY 10018  
 Business Manager: Robert Bonanza  
 P: 212-452-9400  
 email: RBonanza@MasonTenders.org

**\*Painters District Council No. 9**  
 45 West 14th Street  
 New York, NY 10011  
 Business Manager: Joe Azzopardi  
 P: 212-255-2950  
 email: joeazzo1281@yahoo.com

**Pavers & Roadbuilders DC No.1**  
 136-25 37th Avenue, Suite 502  
 Flushing NY 11354  
 Business Manager: Keith Lozcalzo  
 P: 718-886-3310  
 email: klozcalzo@aol.com

**Plasterers Local 262**  
 2241 Conner Street  
 Bronx, NY 10466  
 Business Manager: Dale Alleyne  
 P: 718-547-5440  
 email: dalleyne@noedc.org

**Plumbers Local 1**  
 50-02 5th Street  
 Long Island City, NY 11101  
 Business Manager: Michael Apuzzo  
 P: 718-738-7500 #5904  
 email: mapuzzo@ualocal1.org

**Private Sanitation Local 813**  
 45-18 Court Square, Suite 600  
 LIC, NY 11101  
 Business Manager: Sean Campbell  
 P: 718-937-7010 ext 244  
 email: orodriguez@teamsters813.org

**Tile Marble & Terrazzo Local 7**  
 45-34 Court Square  
 LIC, NY 11101  
 Business Manager: William Hill  
 P: 718-786-7648  
 email: whill@baclocal7.com

**Window Cleaners No. 2 SEIU 32BJ**  
 101 Avenue of the Americas  
 New York, NY 10013  
 Business Manager: Gerard McEneaney  
 P: 212-539-2904  
 email: gmceneaney@seiu32bj.org



## **Carpenters District Council**

*NYC & Vicinity District Council of Carpenters*

*395 Hudson Street, 9th Fl*

*New York, NY 10014*

*Business Manager: Joe Geiger*

*P: 212-366-7500*

Carpenters Local 20  
900 South Avenue  
Suite 53  
Staten Island, NY 10310

Carpenters Local 926  
373 96th Street  
Brooklyn, NY 11209  
P: 718-491-0926

Carpenters Local 45  
214-38 Hillside Avenue  
Queens Village, NY 11427  
P: 718-464-6016

Dockbuilders/Timberman Local 1556  
395 Hudson Street 1st Floor  
New York, NY 10014

Carpenters Local 157  
395 Hudson Street 1st Fl  
New York, NY 10014  
P: 212-685-0567

Millwright & Machinery Erectors Local 740  
89-07 Atlantic Avenue  
Woodhaven, NY 11412  
P: 718-849-3636

## **Concrete Workers District Council No. 16**

*Concrete Workers District Council No. 16  
30-56 Whitestone Expressway Suite 320  
Flushing, NY 11354  
Business Manager: Angelo Angelone  
P: 718-886-36432*

Cement & Concrete Workers Local 6A  
30-56 Whitestone Expressway  
Suite 310  
Flushing, NY 11354  
Business Manager: Anthony Amella Jr  
P: 718-888-9383  
email: ccwl6a@aol.com

Cement & Concrete Workers Local 20  
36-36 33rd Street  
Suite 302  
LIC, NY 11106  
Business Manager: John Peters  
P: 718-361-8131  
email: local20@laborerslocal20.org

Cement & Concrete Workers Local 18A  
4235 Katonah Avenue  
Bronx, NY 10470  
Business Manager: Kieran O'Sullivan  
P: 718-798-9035  
email: local18a@yahoo.com

## **Iron Workers District Council**

### ***\*Iron Workers District Council***

*227 E 56th Street Suite 300A*

*New York, NY 10022*

*Business Manager: James Mahoney*

*P: 212-302-1868*

*email: [jmahoney@iwintl.org](mailto:jmahoney@iwintl.org)*

IronWorkers Local 361

89-19 97th Avenue

Ozone Park, NY 11416

Business Manager: Matthew Chartrand

P: 718-322-1016/17

email: [mchartrand@local361.com](mailto:mchartrand@local361.com)

Metal Lathers Local 46

1332 Third Avenue

New York, NY 10021

Business Manager:

P: 212-737-0500

email:

Ironworkers Local 40

451 Park Avenue South

New York, NY 10016

Business Manager: Bob Walsh

P: 212-889-1320

email: [bobwalsh@ironworkers.net](mailto:bobwalsh@ironworkers.net)

Derrickmen & Riggers Local 197

35-53 24th Street

LIC, NY 11106

Business Manager: William Hayes

P: 718-361-6534

email: [billhayes197@yahoo.com](mailto:billhayes197@yahoo.com)

Ornamental IronWorkers Local 580

501 West 42nd Street

New York, NY 10036

Business Manager: Pete Myers

p: 212-594-1662

email: [pmyers@Local-580.com](mailto:pmyers@Local-580.com)

## **Mason Tenders District Council**

***\*Mason Tenders District Council***

*520 8th Avenue*

*New York NY 10018*

*Business Manager: Robert Bonanza*

*P: 212-452-9400*

email: [RBonanza@MasonTenders.org](mailto:RBonanza@MasonTenders.org)

**Construction & General Laborers Local 79**

520 8th Avenue

New York, NY 10018

Business Manager: Michael Prohaska

P: 212-465-7900

email: [mpro@laborerslocal79.org](mailto:mpro@laborerslocal79.org)

**Asbestos Lead & Hazardous Waste Laborers Local 78**

30 Cliff Street

New York, NY 10038

Business Manager: Pawell Gruchacz

P: 212-227-4803

email: [pgruchacz@local78.org](mailto:pgruchacz@local78.org)

## Painters District Council # 9

*\*Painters District Council No. 9*

*45 West 14th Street*

*New York, NY 10011*

*Business Manager: Joseph Azzopardi*

*P: 212-255-2950*

Drywall Tapers Local 1974

265 West 14th Street

New York, NY 10011

Business Manager: Sal Marsala

P: 212-242-8500

email:

Painters Structural Steel Local 806

40 West 27th Street

New York, NY 10001

Business Manager: Brian Casey

P: 212-447-1838/0149

email: bcasey6009@gmail.com

Glaziers Local 1087

45 West 14th Street

New York, NY 10011

Business Manager: Steve Birmingham

P: 212-924-5200

email: bermo1087@gmail.com

Metal Polishers Local 8A-28A

36-18 33rd Street 2nd Floor

LIC, NY 11106

Business Manager:

P: 718-361-1770

email:

2020 NYC AGENCY RENOVATION PROJECT LABOR AGREEMENT

**PROJECT LABOR AGREEMENT  
COVERING SPECIFIED  
RENOVATION & REHABILITATION  
OF CITY OWNED BUILDINGS AND STRUCTURES**

**2020 – 2024**

2020 NYC AGENCY RENOVATION PROJECT LABOR AGREEMENT

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2020 NYC AGENCY RENOVATION PROJECT LABOR AGREEMENT

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

**ARTICLE 1 - PREAMBLE**

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

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

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

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

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

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

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

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

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

(8) fostering increased participation by Minority and Women-owned Business Enterprises (“MWBEs”);

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

2020 NYC AGENCY RENOVATION PROJECT LABOR AGREEMENT

- (10) ensuring a reliable source of skilled and experienced labor; and
- (11) securing applicable New York State Labor Law exemptions.

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

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

**NOW, THEREFORE**, the Parties enter into this Agreement:

**SECTION 1. PARTIES TO THE AGREEMENT**

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

**ARTICLE 2 - GENERAL CONDITIONS**

**SECTION 1. DEFINITIONS**

A. The term “Agency” means the following New York City agencies: the Department for the Aging (“DFTA”), Administration for Children’s Services (“ACS”), Department of Citywide Administrative Services (“DCAS”), Department of Correction (“DOC”), Department of Design and Construction (“DDC”), Fire Department (“FDNY”), Department of Homeless Services (“DHS”), Human Resources Administration (“HRA”), Department of Health and Mental Hygiene (“DOHMH”), Department of Parks and Recreation (“DPR”), Police Department (“NYPD”),

## 2020 NYC AGENCY RENOVATION PROJECT LABOR AGREEMENT

Department of Sanitation (“DSNY”); Department of Transportation (“DOT”), Department of Buildings (“DOB”); with respect to Program Work as defined in Article 3, the New York City Agency that awards a particular contract subject to this Agreement may be referred to hereafter as the “Agency”;

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

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

D. The term “Contractor(s)” shall include any Construction Manager, General Contractor and all other contractors, and subcontractors of all tiers engaged in Program Work within the scope of this Agreement as defined in Article 3. When an Agency acts as Construction Manager, unless otherwise provided, it has the rights and obligations of a “Construction Manager” in addition to the rights and obligations of an Agency;

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

F. The term “Minor Repair” means routine repair, service, or maintenance that is recurrent, day to day, periodic scheduled or routine work required to preserve or restore a building, facility or system to working order;

G. The term “HireNYC Construction Careers” refers to the PLA initiative to advance career opportunities for Program Hires;

H. The term “Program Work” is the work covered by this Agreement as defined in Article 3;

## 2020 NYC AGENCY RENOVATION PROJECT LABOR AGREEMENT

I. The term “Program Hire” means an individual that resides in a zip code where at least 15% of the individuals residing in such zip code are below the federal poverty rate and residents of NYCHA housing regardless of zip codes; and

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

### **SECTION 2. CONDITIONS FOR AGREEMENT TO BECOME EFFECTIVE**

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

### **SECTION 3. ENTITIES BOUND & ADMINISTRATION OF AGREEMENT**

This Agreement shall be binding on all participating Unions and their affiliates, the Construction Manager (in its capacity as such) and all Contractors of all tiers performing Program Work, as defined in Article 3. The Contractors shall include in any subcontract that they let for performance during the term of this Agreement a requirement that their subcontractors, of all tiers, become signatory and bound by this Agreement with respect to that subcontracted work falling within the scope of Article 3 and all Contractors (including subcontractors) performing Program Work shall be required to sign a “Letter of Assent” in the form annexed hereto as Exhibit “A”. This Agreement shall be administered by the applicable Agency or a Construction Manager or such other designee as may be named by the Agency or Construction Manager, on behalf of all Contractors.

### **SECTION 4. SUPREMACY CLAUSE**

This Agreement, together with the local Collective Bargaining Agreements (each a “CBA”) appended hereto as Schedule “A”, represents the complete understanding of all signatories and supersedes any national agreement, local agreement or other CBA of any type which would otherwise apply to this Program Work, in whole or in part, except for Program Work which falls

## 2020 NYC AGENCY RENOVATION PROJECT LABOR AGREEMENT

within the jurisdiction of the Operating Engineers Locals 14 and 15. If Program Work falling within the jurisdiction of Operating Engineers Locals 14 and 15 is accepted by and performed by said locals, only then will such work be performed under the terms and conditions set out in the Schedule “A” agreements of Operating Engineers Locals 14 and 15. The CBAs of the affiliated local unions that cover the particular type of construction work to be performed by the contractor, and as set forth in the Schedule “A” list of agreements, shall be deemed the Schedule “A” Collective Bargaining Agreements (“Schedule “A” CBA”) under this Agreement. Where association and independent CBAs for a particular type of construction work are both set forth in Schedule “A”, association members shall treat the applicable association agreement as the Schedule “A” CBA and independent contractors shall treat the applicable independent agreement as the Schedule “A” CBA. Subject to the foregoing, where a subject covered by the provisions of this project labor agreement is also covered by a Schedule “A” CBA, the provisions of this project labor agreement shall prevail. It is further understood that no Contractor shall be required to sign any other agreement as a condition of performing Program Work. No practice, understanding or agreement between a Contractor and a Local Union which is not set forth in this Agreement shall be binding with respect to Program Work unless endorsed in writing by the Construction Manager or such other designee as may be designated by the Agency. Nothing in this Agreement requires employees to join a union or pay dues or fees to a union as a condition of working on the covered project. This Agreement is not, however, intended to supersede independent requirements in applicable local union agreements as to contractors that are otherwise signatory to those agreements and as to employees of such employers performing covered work.

### **SECTION 5. LIABILITY**

The liability of any Contractor and the liability of any Union under this Agreement shall be several and not joint. The Construction Manager and any Contractor shall not be liable for any

## 2020 NYC AGENCY RENOVATION PROJECT LABOR AGREEMENT

violations of this Agreement by any other Contractor; and the Council and Local Unions shall not be liable for any violations of this Agreement by any other Union.

### **SECTION 6. THE AGENCY**

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

### **SECTION 7. AVAILABILITY AND APPLICABILITY TO ALL SUCCESSFUL BIDDERS**

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

### **SECTION 8. SUBCONTRACTING**

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



2020 NYC AGENCY RENOVATION PROJECT LABOR AGREEMENT

**ARTICLE 3 - SCOPE OF THE AGREEMENT**

**SECTION 1. WORK COVERED**

A. Program Work shall be limited to designated rehabilitation and renovation construction contracts bid and let by an Agency (or its Construction Manager where applicable) after the effective date of this Agreement with respect to rehabilitation and renovation work performed for an Agency on City-owned property under contracts advertised for public solicitation prior to December 31, 2024. Subject to the foregoing, and the exclusions below, such Program Work shall mean any and all contracts that predominantly involve the renovation, alteration, repair, rehabilitation or expansion of an existing City-owned building or structure within the five boroughs of New York City. Examples of Program Work include, but are not limited to, the renovation, repair, alteration and rehabilitation of an existing temporary or permanent structure, or an expansion of above ground structures located in the City on a City-owned building. Program Work shall also include job order contracts (“JOCS”), demolition work, painting services. Low voltage work, site work, elevator work, mold, asbestos and lead abatement, carpentry services, and carpet removal and installation shall be included as Program Work only when incidental to such building renovation and/or rehabilitation of City-owned buildings or structures and included in a contract that predominantly involves such renovation and/or rehabilitation.

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

1. Contracts that are let under a different project labor agreement with one of the defined City Agencies, and/or other Agencies and Authorities that have entered separate PLAs, such as DEP, NYCHA, H+H and SCA;

2. Contracts let and work performed in connection with projects carried over,

## 2020 NYC AGENCY RENOVATION PROJECT LABOR AGREEMENT

recycled from, or performed under bids or rebids relating to work that were bid prior to the effective date of this Agreement or after December 31, 2024;

3. Contracts procured on an emergency basis;
4. Prime contracts that do not exceed \$3,000,000;
5. Contracts for work on streets and bridges and for the closing or environmental remediation of landfills;
6. Contracts with not-for-profit corporations where the City is not awarding or performing the work performed for that entity;
7. Contracts with governmental entities where the City is not awarding or performing the work performed for that entity;
8. Contracts with electric utilities, gas utilities, telephone companies, and railroads, except that it is understood and agreed that these entities may only install their work to a demarcation point, *e.g.*, a telephone closet or utility vault, the location of which is determined prior to construction and employees of such entities shall not be used to replace employees performing Program Work pursuant to this Agreement;
9. Contracts for installation of information technology that are not otherwise Program Work;
10. Task Orders or Work Orders issued under JOCS or Requirements Contracts that do not exceed \$250,000, and JOCS or Requirements Contracts where the monetary value of such contracts predominantly involves such Task Orders or Work Orders;
11. Contracts that predominantly involve Minor Repair work, as defined in Article 2, Section 1(F) above. Such work is to be paid under the applicable prevailing wage law for service or maintenance work;
12. Up to five percent (5%) of work performed by certified MWBE

## 2020 NYC AGENCY RENOVATION PROJECT LABOR AGREEMENT

subcontractors on prime contracts that are valued at \$25,000,000 or more and for which participation goals are set forth in the contract and where such MWBE subcontractor is not signatory to any Schedule “A” agreement (“Exempt Work”). Exempt Work shall be no more than \$500,000 or 15% (whichever is greater) of the value of the subcontracts for work in any particular union’s jurisdiction under any prime contract; and

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

### **SECTION 2. TIME LIMITATIONS**

In addition to falling within the scope of Article 3, Section 1, to be covered by this Agreement, Program Work must be (1) advertised and let for bid after the effective date of this Agreement, and (2) let for bid prior to December 31, 2024, the expiration date of this Agreement. It is understood that this Agreement, together with all of its provisions, shall remain in effect for all such Program Work until completion, even if not completed by the expiration date of the Agreement. If Program Work otherwise falling within the scope of Article 3, Section 1 is not let for bid by the expiration date of this Agreement, this Agreement may be extended to that work by mutual agreement of the parties.

### **SECTION 3. EXCLUDED EMPLOYEES**

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

A. Superintendents, supervisors (except field surveyors on construction contracts, general and forepersons specifically covered by a craft’s Schedule “A” agreement are included), engineers, professional engineers and/or licensed architects engaged in inspection and testing, quality control/assurance personnel, timekeepers, mail carriers, clerks, office workers, messengers,

## 2020 NYC AGENCY RENOVATION PROJECT LABOR AGREEMENT

guards, technicians, non-manual employees, and all professional, engineering, administrative and management persons;

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

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

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

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

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

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

H. Employees engaged in on-site maintenance of installed equipment or systems which maintenance is awarded as part of a contract that includes Program Work, but which maintenance occurs after installation of such equipment or system and is not directly related to construction services; and

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I. Employees who perform work classified as Minor Repairs, and routine service and/or maintenance work.

### **SECTION 4. NON-APPLICATION TO CERTAIN ENTITIES**

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

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

## **ARTICLE 4 - UNION RECOGNITION AND EMPLOYMENT**

### **SECTION 1. PRE-HIRE RECOGNITION**

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

### **SECTION 2. UNION REFERRAL**

A. The Contractors agree to request, employ and hire craft employees, including

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

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

- (1) possess any license required by New York State law for the Program Work to be performed;
- (2) have worked a total of at least 1000 hours in the Construction field during the prior 3 years; and
- (3) were on the Contractor's active payroll for at least 60 out of the 180 calendar days prior to the contract award.

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

C. Notwithstanding Section 2(B), above, certified MWBE contractors for which participation goals are set forth in New York City Administrative Code §6-129, that are not signatory to any Schedule "A" CBAs, with subcontracts valued at or under two-million dollars (\$2,000,000), may request by name, and the Local will honor, referral of the second (2<sup>nd</sup>), fourth (4<sup>th</sup>), sixth (6<sup>th</sup>), and eighth (8<sup>th</sup>) Core Employee, who have applied to the Local for Program Work and who meet the following qualifications:

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

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

### **SECTION 3. NON-DISCRIMINATION IN REFERRALS**

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

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against by any referral system or hiring hall because of the applicant's union membership, or lack thereof.

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

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

The Local Unions agree to prioritize the referral of Program Hires in accordance with Article 13 and to the extent consistent with the law, rules applicable to the union referral systems and joint apprentice programs. Those unions that do not currently provide for zip code preferences in their referral systems will undertake to implement such preferences consistent with this Agreement and their governing documents. Please see Exhibit "C" for a non-exhaustive list of eligible zip codes. Employees from these zip codes that are already on a contractor's workforce, including Core Employees, and referral of apprentices, in accordance with Article 13, Section 1(A) below, shall count towards the referral goals of this Section.

For any Program Work that may become subject to requirements under Section 3 of the Housing and Urban Development Act of 1968, as amended by the Housing and Community Development Act of 1992, and any rules, including new or revised rules, that may be published thereunder, the Local Unions acknowledge the Section 3 obligations of the Construction Manager or Contractor, as applicable, and agree to the zip code and NYCHA preferences described above to help implement this Article in a manner that would allow the Construction Manager or Contractor to meet its Section 3 obligations to the greatest extent feasible, and to post any required notices in the manner required by Section 3. The parties also acknowledge that the Construction Manager



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and Contractor may also fulfill its Section 3 requirements on Program Work by promoting opportunities for excluded employees, as defined by Article 3, Section 3 of this Agreement, on Program Work and, to the extent permitted by Section 3, by promoting opportunities for craft and other employees on non-Program Work.

### **SECTION 5. CROSS AND QUALIFIED REFERRALS**

The Local Unions shall not knowingly refer to a Contractor an employee then employed by another Contractor working under this Agreement. The Local Unions will exert their utmost efforts to recruit sufficient numbers of skilled and qualified crafts employees to fulfill the requirements of the Contractor.

### **SECTION 6. CRAFT FOREPERSONS AND GENERAL FOREPERSONS**

The selection of craft forepersons and/or general forepersons and the number of forepersons required shall be solely the responsibility of the Contractor except where otherwise provided by specific provisions of an applicable Schedule "A" CBA, and provided that all craft forepersons shall be experienced and qualified journeypersons in their trade as determined by the appropriate Local Union. All forepersons shall take orders exclusively from the designated Contractor representatives. Craft forepersons shall be designated as working forepersons at the request of the Contractor, except when an existing local CBA prohibits a foreperson from working when the craft persons, they are leading exceed a specified number.

### **SECTION 7. ON CALL REPAIR REFERRALS**

A. When an Agency awards a contract under this Agreement that requires the Contractor to have employees available on short notice to make time-sensitive repairs with such contract requiring the Contractor to respond within as little as two hours from the time the Contractor is contacted by the Agency ("On Call, Repair Contract"), the Contractor will, within ten (10) days of being awarded an On Call, Repair Contract subject to this Agreement, notify the

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appropriate affiliated Union that would perform the work for a contractor that the Contractor has been awarded such a contract and immediately enter into good faith negotiations with such relevant affiliated Union to establish a procedure to receive time sensitive referrals from such affiliated Union(s).

B. In the event the Contractor and the relevant affiliated Union(s) are unable to negotiate a specific, mutually agreeable procedure for on call repair referral procedure within twenty (20) days of commencement of negotiations or prior to commencement of performance of the contract, whichever is earlier, the Contractor and the relevant affiliated Unions will follow the following procedure:

1. Upon notification by a Contractor that it has been awarded an On Call, Repair Contract pursuant to paragraph A above, each relevant affiliate Union shall provide the Contractor with the name and twenty-four (24) hour contact information of an On Call, Repair Contract contact person for urgent on call repair referrals.

2. The relevant affiliated Unions shall prepare a list of individuals eligible and prepared for referral on an immediate basis to respond to the on call repair contractor, which may include the affiliated Unions' service, repair and maintenance division workers where appropriate for repairs that can be made within 24 to 48 hours and paid at the appropriate prevailing wage rates for service and repair or maintenance work. Such list shall be provided to and in the possession of the designated-on call repair contact person for the affiliated Union and available for immediate reference.

3. Individuals on such list must be able to comply with the Contractor's response time pursuant to contract requirements.

4. The Union's On Call, Repair Contract contact person shall respond to a contractor's request for referrals within a reasonable time of the request so that compliance with

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the contract shall be possible.

C. In the event that the Contractor makes a request for an on call referral that is compliant with this procedure and a Union is not able to respond to the request, that Union will be deemed to have waived the forty-eight (48) hour referral rule contained in Section 2 above and the Contractor may employ qualified applicants from any other available source that can meet contract requirements for that time-sensitive on call repair work only; provided, however, that any work related to the repair work that is not of a time sensitive nature under the contract shall comply with Section 2. If a Union fails to timely refer a worker and the Contractor employs other workers, the Contractor will e-mail the Agency within 72 hours and the Agency will forward that e-mail to the designated Labor Management Committee contacts.

### **ARTICLE 5 - UNION REPRESENTATION**

#### **SECTION 1. LOCAL UNION REPRESENTATIVE**

Each Local Union representing on-site employees shall be entitled to designate in writing (copy to Contractor involved and Construction Manager) one representative, and/or the Business Manager, who shall be afforded access to the Program Worksite during such time as bargaining unit work is occurring and subject to otherwise applicable policies pertaining to visitors to the site.

#### **SECTION 2. STEWARDS**

A. Each affiliated Union shall have the sole discretion to designate any journey person as a Steward and an alternate Steward. The Union shall notify the Owner and/or Construction Manager as well as the Contractor of the identity of the designated Steward (and alternate) prior to the assumption of such duties. Stewards shall not exercise supervisory functions and will receive the regular rate of pay for their craft classifications. All Stewards shall be working Stewards.

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B. In addition to their work as an employee, the Steward shall have the right to receive complaints or grievances and to discuss and assist in their adjustment with the Contractor's appropriate supervisor. Each Steward shall be concerned with the employees of the Steward's trade and, if applicable, subcontractors of their Contractor, but not with the employees of any other trade Contractor. No Contractor shall discriminate against the Steward in the proper performance of Union duties.

C. The Stewards shall not have the right to determine when overtime shall be worked, or who shall work overtime except pursuant to a Schedule "A" CBA provision providing procedures for the equitable distribution of overtime.

### **SECTION 3. LAYOFF OF A STEWARD**

Contractors agree to notify the appropriate Union 24 hours prior to the layoff of a Steward, except in cases of discipline or discharge for just cause. If a Steward is protected against layoff by a Schedule "A" provision, such provision shall be recognized to the extent the Steward possesses the necessary qualifications to perform the work required, except in cases of discipline or discharge for just cause. In any case in which a Steward is discharged or disciplined for just cause, the Local Union involved shall be notified immediately by the Contractor.

## **ARTICLE 6 - MANAGEMENT'S RIGHTS**

### **SECTION 1. RESERVATION OF RIGHTS**

Except as expressly limited by a specific provision of this Agreement, Contractors retain full and exclusive authority for the management of their operations including, but not limited to, the right to: direct the work force, including determination as to the number of employees to be hired and the qualifications therefore; the promotion, transfer, layoff of its employees; require compliance with the directives of the Agency including standard restrictions related to security and access to the site that are equally applicable to Agency employees, guests, or vendors; or the discipline or discharge for just cause of its employees; assign and schedule work; promulgate

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reasonable Program Work rules that are not inconsistent with this Agreement or rules common in the industry and are reasonably related to the nature of work; and, the requirement, timing and number of employees to be utilized for overtime work. No rules, customs, or practices which limit or restrict productivity or efficiency of the individual, as determined by the Contractor, Agency and/or Construction Manager and/or joint working efforts with other employees shall be permitted or observed.

### **SECTION 2. MATERIALS, METHODS & EQUIPMENT**

There shall be no limitation or restriction upon the Contractor's choice of materials, techniques, methods, technology or design, or, regardless of source or location, upon the use and installation of equipment, machinery, package units, pre-cast, pre-fabricated, pre-finished, or pre-assembled materials or products, tools, or other labor-saving devices. Contractors may, without restriction, install or use materials, supplies or equipment regardless of their source; provided, however, that where there is a Schedule "A" that includes a lawful union standards and practices clauses, then such clause as set forth in Schedule "A" agreements will be complied with, unless there is a lawful Agency specification (or specification issued by a Construction Manager which would be lawful if issued by the Agency directly) that would specifically limit or restrict the Contractor's choice of materials, techniques, methods, technology or design, or, regardless of source or location, upon the use and installation of equipment, machinery, package units, pre-cast, pre-fabricated, pre-finished, or pre-assembled materials or products, tools, or other labor-saving devices, and which would prevent compliance with such Schedule "A" clause. The on-site installation or application of such items shall be performed by the craft having jurisdiction over such work; provided, however, it is recognized that other personnel having special qualifications may participate, in a supervisory capacity, in the installation, check-off or testing of specialized or

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unusual equipment or facilities as designated by the Contractor. There shall be no restrictions as to work which is performed off-site for Program Work.

### **ARTICLE 7 - WORK STOPPAGES AND LOCKOUTS**

#### **SECTION 1. NO STRIKES-NO LOCK OUT**

There shall be no strikes, sympathy strikes, picketing, work stoppages, slowdowns, hand billing, demonstrations or other similar disruptive activity at the Program Work site for any reason by any Union or employee against any Contractor or employer. There shall be no other Union or concerted or employee activity which disrupts or interferes with the operation of the Program Work or the objectives of the Agency at any Program Work site. In addition, failure of any Union or employee to cross any picket line established by any Union, signatory or non-signatory to this Agreement, or the picket or demonstration line of any other organization, at or in proximity to a Program Work site where the failure to cross disrupts or interferes with the operation of Program Work is a violation of this Article. Should any employees breach this provision, the Unions will use their best efforts to try to immediately end that breach and return all employees to work. There shall be no lockout at a Program Work site by any signatory Contractor, Agency or Construction Manager.

#### **SECTION 2. DISCHARGE FOR VIOLATION**

A Contractor may discharge any employee violating Section 1, above, and any such employee will not be eligible thereafter for referral under this Agreement for a period of 100 days.

#### **SECTION 3. NOTIFICATION**

If a Contractor contends that any Union has violated this Article, it will notify the Local Union involved advising of such fact, with copies of the notification to the Council. The Local Union shall instruct and order, the Council shall request, and each shall otherwise use their best efforts to cause, the employees (and where necessary the Council shall use its best efforts to cause the Local Union), to immediately cease and desist from any violation of this Article. If the Council

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complies with these obligations, it shall not be liable for the unauthorized acts of a Local Union or its members. Similarly, a Local Union and its members will not be liable for any unauthorized acts of the Council. Failure of a Contractor or the Construction Manager to give any notification set forth in this Article shall not excuse any violation of Section 1 of this Article.

### **SECTION 4. EXPEDITED ARBITRATION**

Any Contractor or Union alleging a violation of Section 1 of this Article may utilize the expedited procedure set forth below (in lieu of, or in addition to, any actions at law or equity that may be brought).

A. A party invoking this procedure shall notify J.J. Pierson or Richard Adelman; who shall alternate (beginning with Arbitrator J.J. Pierson) as Arbitrator under this expedited arbitration procedure. If the Arbitrator next on the list is not available to hear the matter within 24 hours of notice, the next Arbitrator on the list shall be called. Copies of such notification will be simultaneously sent to the alleged violator and Council.

B. The Arbitrator shall thereupon, after notice as to time and place to the Contractor, the Local Union involved, the Council and the Construction Manager, hold a hearing within 48 hours of receipt of the notice invoking the procedure if it is contended that the violation still exists. The hearing will not, however, be scheduled for less than 24 hours after the notice required by Section 3, above.

C. All notices pursuant to this Article may be provided by telephone, telegraph, hand delivery, or fax, confirmed by overnight delivery, to the Arbitrator, Contractor, Construction Manager and Local Union involved. The hearing may be held on any day including Saturdays or Sundays. The hearing shall be completed in one session, which shall not exceed 8 hours duration (no more than 4 hours being allowed to either side to present their case and conduct their cross examination) unless otherwise agreed. A failure of any Union or Contractor to attend the hearing

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shall not delay the hearing of evidence by those present or the issuance of an award by the Arbitrator.

D. The sole issue at the hearing shall be whether a violation of Section 1, above, occurred. If a violation is found to have occurred, the Arbitrator shall issue a Cease and Desist Award restraining such violation and serve copies on the Contractor and Union involved. The Arbitrator shall have no authority to consider any matter in justification, explanation or mitigation of such violation or to award damages (any damages issue is reserved solely for court proceedings, if any). The Award shall be issued in writing within 3 hours after the close of the hearing and may be issued without an Opinion. If any involved party desires an Opinion, one shall be issued within 15 calendar days, but its issuance shall not delay compliance with, or enforcement of, the Award.

E. The Agency and Construction Manager (or such other designee of the Agency) may participate in full in all proceedings under this Article.

F. An Award issued under this procedure may be enforced by any court of competent jurisdiction upon the filing of this Agreement together with the Award. Notice of the filing of such enforcement proceedings shall be given to the Union or Contractor involved, and the Construction Manager.

G. Any rights created by statute or law governing arbitration proceedings which are inconsistent with the procedure set forth in this Article, or which interfere with compliance thereto, are hereby waived by the Contractors and Unions to whom they accrue.

H. The fees and expenses of the Arbitrator shall be equally divided between the involved Contractor and Union.

### **SECTION 5. ARBITRATION OF DISCHARGES FOR VIOLATION**

Procedures contained in Article 9 shall not be applicable to any alleged violation of this Article, with the single exception that an employee discharged for violation of Section 1, above,



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may have recourse to the procedures of Article 9 to determine only if the employee did, in fact, violate the provisions of Section 1 of this Article; but not for the purpose of modifying the discipline imposed where a violation is found to have occurred.

### **ARTICLE 8 - LABOR MANAGEMENT COMMITTEE**

#### **SECTION 1. SUBJECTS**

The Program Labor Management Committee (the “LMC”) will meet on a regular basis to:

- 1) promote harmonious relations among the Contractors and Unions;
- 2) enhance safety awareness, cost effectiveness and productivity of construction operations;
- 3) protect the public interests;
- 4) discuss matters relating to staffing and scheduling with safety and productivity as considerations;
- and 5) review efforts to meet applicable participation goals for MWBEs and workforce participation goals for Program Hires, minority and female employees.

#### **SECTION 2. COMPOSITION**

The LMC shall be jointly chaired by a designee of the Agency and the President of the Council. It may include representatives of the Local Unions and Contractors involved in the issues being discussed. The parties shall mutually designate an MWBE representative to participate in appropriate Committee discussions. The Committee may conduct business through mutually agreed upon sub-committees.

### **ARTICLE 9 - GRIEVANCE & ARBITRATION PROCEDURE**

#### **SECTION 1. PROCEDURE FOR RESOLUTION OF GRIEVANCES**

Any question, dispute or claim arising out of, or involving the interpretation or application of this Agreement (other than jurisdictional disputes or alleged violations of Article 7, Section 1) shall be considered a grievance and shall be resolved pursuant to the exclusive procedure of the steps described below, provided, in all cases, that the question, dispute or claim arose during the term of this Agreement. Grievances shall include the City contract number and the Program Work

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address; such information is posted at the work site if already commenced and is available in the City Record and Notice to Proceed for projects not already commenced.

Local Union grievances as to whether a scope of work is included or excluded from this Agreement shall be submitted to the LMC in the first instance rather than Step 1 below. To be timely, such notice must be given no later than five days prior to the bid opening date advertised in the City Record and bid documents for that contract, or any adjourned date publicly noticed if the grievance is challenging a determination by an Agency that the contract is not subject to this Agreement. Compliance with this limit shall operate as a statute of limitations and shall be a condition precedent to arbitration. For other grievances as to contractor and/or subcontractor scope of work issues, notice of such challenges shall be submitted to the LMC within 7 calendar days after the act, occurrence or event giving rise to the grievance. If the scope of work grievance is not resolved within 21 days of its submission to the LMC, then the grievance may proceed directly to Step 3 below.

### **Step 1:**

(a) When any employee covered by this Agreement feels aggrieved by a claimed violation of this Agreement, the employee shall, through the Local Union business representative or job steward give notice of the claimed violation to the work site representative of the involved Contractor and the Construction Manager. To be timely, such notice of the grievance must be given within 7 calendar days after the act, occurrence or event giving rise to the grievance. The business representative of the Local Union or the job steward and the work site representative of the involved Contractor shall meet and endeavor to adjust the matter within 7 calendar days after timely notice has been given. If they fail to resolve the matter within the prescribed period, the grieving party, may, within 7 calendar days thereafter, pursue Step 2 of the grievance procedure by serving the involved Contractor with written copies of the grievance setting forth a description of the claimed

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violation, the date on which the grievance occurred, and the provisions of the Agreement alleged to have been violated. Grievances and disputes settled at Step 1 are non-precedential except as to the specific Local Union, employee and Contractor directly involved unless the settlement is accepted in writing by the Construction Manager (or designee) as creating a precedent.

(b) Should any signatory to this Agreement have a dispute (excepting jurisdictional disputes or alleged violations of Article 7, Section 1) with any other signatory to this Agreement and, if after conferring, a settlement is not reached within 7 calendar days, the dispute shall be reduced to writing and proceed to Step 2 in the same manner as outlined in subparagraph (a) for the adjustment of employee grievances.

### **Step 2:**

A Step 2 grievance shall be filed with the Agency, the BCTC, the Contractor, and, if the grievance is against a subcontractor, the subcontractor. The Business Manager or designee of the involved Local Union, together with representatives of the involved Contractor and/or a contractor association representative where appropriate, Council, the Construction Manager (or designee), and, if the grievance is against a subcontractor, the subcontractor, shall meet in Step 2 within 7 calendar days of service of the written grievance to arrive at a satisfactory settlement. The BCTC shall schedule the Step 2 meeting.

### **Step 3:**

(a) If the grievance shall have been submitted but not resolved in Step 2, any of the participating Step 2 entities may, within 21 calendar days after the initial Step 2 meeting, submit the grievance in writing (copies to other participants, including the Construction Manager or designee) to the BCTC. In the event the matter is not resolved at Step 2, either J.J. Pierson or Richard Adelman, who shall act, alternately (beginning with Arbitrator J.J. Pierson), as the Arbitrator under this procedure, shall be designated at the Step 2 hearing and the BCTC will notify

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the arbitrator of his designation. After such notification by the BCTC, the local demanding arbitration shall within a reasonable time request the arbitrator to schedule the matter for an arbitration hearing date. The Labor Arbitration Rules of the American Arbitration Association shall govern the conduct of the arbitration hearing, at which all Step 2 participants shall be parties. The decision of the Arbitrator shall be final and binding on the involved Contractor, Local Union and employees and the fees and expenses of such arbitrations shall be borne equally by the involved Contractor and Local Union.

(b) Failure of the grieving party to adhere to the time limits set forth in this Article shall render the grievance null and void. These time limits may be extended only by written consent of the Construction Manager (or designee), involved Contractor and involved Local Union at the particular step where the extension is agreed upon. The Arbitrator shall have authority to make decisions only on the issues presented to him and shall not have the authority to change, add to, delete or modify any provision of this Agreement.

### **SECTION 2. LIMITATION AS TO RETROACTIVITY**

No arbitration decision or award, with the exception of those related to compliance with requirements to pay prevailing wages and supplements in accordance with federal or State law, may provide retroactivity of any kind exceeding 60 calendar days prior to the date of service of the written grievance on the Construction Manager and the involved Contractor or Local Union.

### **SECTION 3. PARTICIPATION BY AGENCY AND/OR CONSTRUCTION MANAGER**

The Agency and Construction Manager (or such other designee of the Agency) shall be notified by the involved Contractor of all actions at Steps 2 and 3 and, at its election, may participate in full in all proceedings at these Steps, including Step 3 arbitration.

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**ARTICLE 10 - JURISDICTIONAL DISPUTES**

**SECTION 1. NO DISRUPTIONS**

There will be no strikes, sympathy strikes, work stoppages, slowdowns, picketing or other disruptive activity of any kind arising out of any jurisdictional dispute. Pending the resolution of the dispute, the work shall continue uninterrupted and as assigned by the Contractor. No jurisdictional dispute shall excuse a violation of Article 7.

**SECTION 2. ASSIGNMENT**

All Program Work assignments shall be made by the Contractor to unions affiliated with the BCTC consistent with the New York Plan for the Settlement of Jurisdictional Disputes (“New York Plan”) and its Greenbook decisions, if any. Where there are no applicable Greenbook decisions, assignments shall be made in accordance with the provisions of the New York Plan and local industry practice.

**SECTION 3. NO INTERFERENCE WITH WORK**

There shall be no interference or interruption of any kind with the Program Work while any jurisdictional dispute is being resolved. The work shall proceed as assigned by the Contractor until finally resolved under the applicable procedure of this Article. The award shall be confirmed in writing to the involved parties. There shall be no strike, work stoppage or interruption in protest of any such award.

**ARTICLE 11 - WAGES AND BENEFITS**

**SECTION 1. CLASSIFICATION AND BASE HOURLY RATE**

All employees covered by this Agreement shall be classified in accordance with the work performed and paid the hourly wage rates applicable for those classifications as required by the applicable prevailing wage laws.

**SECTION 2. EMPLOYEE BENEFITS**

A. The Contractors agree to pay on a timely basis contributions on behalf of all employees covered by this Agreement to those established jointly trustee employee benefit funds designated in the applicable CBA in Schedule "A" (in the appropriate Schedule "A" amounts), provided that such benefits are required to be paid on public works under any applicable prevailing wage law. Bona fide jointly trustee fringe benefit plans established or negotiated through collective bargaining during the life of this Agreement may be added if similarly required under applicable prevailing wage law. Contractors, not otherwise contractually bound to do so, shall not be required to contribute to benefits, trusts or plans of any kind which are not required by the prevailing wage law provided, however, that this provision does not relieve Contractors signatory to local collective bargaining agreement with any affiliated union from complying with the fringe benefit requirements for all funds contained in the CBA. Furthermore, employees that may remain unaffiliated with any local union at the completion of their employment under the terms of this Agreement may apply for any distributions to which they may be entitled from the funds in accordance with the applicable rules and governing documents of the unions and the employee benefit funds that they have participated in under the terms of this Agreement.

B. 1. Notwithstanding Section 2 (A) above, and subject to 2 (B)(2) below, Contractors who designate Core Employees pursuant to Article 4, Section 2 (B) and (C) that are not signatory to a Schedule "A" agreement and who maintain bona fide private benefit plans that satisfy the requirements of Section 220 of the New York State Labor Law, may satisfy the above benefit obligation with respect to those employees by providing those employees with coverage under their private benefit plans (to the extent consistent with Section 220). The total benefit payments to be made on behalf of each such employee must be equal to the total Section 220 supplement amount and any shortfall must be paid by cash supplement to the employee.

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2. A contractor that will satisfy its Section 220 obligations in accordance with subsection 2(B)(1) above shall make available to the Agency at the time of contract award a complete set of plan documents for each non-Schedule “A” benefit plan into which contributions will be made and/or coverage provided pursuant to the provisions of Section 2(B)(1) above. The Contractor shall also provide certification from a certified public accountant as to the annualized hourly value of such benefits consistent with the requirements of Section 220.

3. The City shall verify that the alternate benefit plan(s), together with any cash supplement to the employee, is compliant with Section 220 prior to awarding the Contractor a contract covered by this Agreement. In the event the Contractor’s alternate benefit plan(s), together with any cash supplement to the employee, is determined to be compliant with Section 220 and will be utilized by the Contractor on behalf of Article 4, Section 2(B) and (C) Core Employees, the Local Unions have no duty to enforce the Contractor’s obligations on the alternate benefit plan(s) as they are not party to the alternate plan(s) or privy to the terms and conditions of the plan obligations. In the event the City determines the alternate benefit plan(s), together with any cash supplement to the employee, is not compliant with Section 220, the Contractor may, upon executing a Letter of Assent, satisfy its obligations for all employees, including Core Employees, by contributing to the Schedule “A” benefit plans in accordance with the terms of the Schedule “A” agreements.

C. The Contractors agree to be bound by the written terms of the legally established jointly trusted Trust Agreements specifying the detailed basis on which payments are to be paid into, and benefits paid out of, such Trust Funds but only with regard to Program Work done under this Agreement and only for those employees to whom this Agreement requires such benefit payments.

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D. 1. To the extent consistent with New York City's Procurement Policy Board Rules with respect to prompt payment, as published at [www.nyc.gov/ppb](http://www.nyc.gov/ppb), §4-06(e), and in consideration of the unions' waiver of their rights to withhold labor from a contractor or subcontractor delinquent in the payment of fringe benefits contributions ("Delinquent Contractor"); the Agency agrees that where any such union and/or fringe benefit fund shall notify the Agency, the General Contractor, and the Delinquent Contractor in writing with back-up documentation that the Delinquent Contractor has failed to make fringe benefit contributions to it as provided herein and the Delinquent Contractor shall fail, within ten (10) calendar days after receipt of such notice, to furnish either proof of such payment or notice that the amount claimed by the union and/or fringe benefit fund is in dispute, the Agency shall withhold from amounts then or thereafter becoming due and payable to the General Contractor an amount equal to that portion of such payment due to the General Contractor that relates solely to the work performed by the Delinquent Contractor which the union or fringe benefit fund claims to be due it, and shall remit the amount when and so withheld to the fringe benefit fund and deduct such payment from the amounts then otherwise due and payable to the General Contractor, which payment shall, as between the General Contractor and the Agency, be deemed a payment by the Agency to the General Contractor; provided however, that in any month, such withholding shall not exceed the amount contained in the General Contractor's monthly invoice for work performed by the Delinquent Contractor. The union or its employee benefit funds shall include in its notification of delinquent payment of fringe benefits only such amount it asserts the Delinquent Contractor failed to pay on the specific project against which the claim is made and the union or its employee benefit funds may not include in such notification any amount such Delinquent Contractor may have failed to pay on any other City or non-City project.

2. In addition, where a union or employee benefit fund gives notice to the City that a Contractor is Delinquent as defined in subsection 2(D)(1) above and the City determines that the



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notice includes appropriate back-up documentation that the Contractor is delinquent, the City will promptly, but not later than twenty (20) days after receipt of the notice, provide a copy of said notice to City Agencies. In the event the City determines there is insufficient back-up documentation, it will notify the appropriate union and/or fringe benefit fund promptly, but not later than twenty (20) days after receipt of the Delinquency Notice, and shall include notice of what additional documentation is requested. Any determination by the City that there is insufficient back-up must be reasonable. This provision is intended to enhance compliance with the prevailing wage law and this Agreement with respect to the payment of fringe benefits and is not intended as a substitute for the resolution of a disputed claim pursuant to any applicable law or agreement.

The City and the relevant Agency(s) will thereafter require the Delinquent Contractor to provide cancelled checks or other equivalent proof of payment of benefit contributions that have come due, to be submitted with certified payroll reports for all Program Work covered by this Agreement on which the Delinquent Contractor is engaged, for at least a one-year period or such earlier period if the Contractor is ultimately determined not to be a Delinquent Contractor. Such proof of payment when required is a condition of payment of the Delinquent Contractor's invoices by any entity, including, but not limited to, the City, the relevant Agency(s), Construction Manager, General Contractor, the prime or higher level subcontractor, as is appropriate under the Delinquent Contractor's engagement. The union and the funds shall upon request receive copies of the certified payrolls, cancelled checks, or other proof of payment from the City and/or the relevant Agency(s).

E. In the event the General Contractor or Delinquent Contractor shall notify the Agency as above provided that the claim of the union or fringe benefit fund is in dispute, the Agency shall withhold from amounts then or thereafter becoming due and payable to the General Contractor an amount equal to that portion of such payment due to the General Contractor that relates solely to the work performed by the Delinquent Contractor that the union and/or fringe benefit fund claims

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to be due it, pending resolution of the dispute pursuant to the union's Schedule "A" agreement, and the amount shall be paid to the party or parties ultimately determined to be entitled thereto, or held until the Delinquent Contractor and union or employee benefit fund shall otherwise agree as to the disposition thereof; provided however, that such withholding shall not exceed the amount contained in the General Contractor's monthly invoice for work performed by the Delinquent Contractor. In the event the Agency shall be required to withhold amounts from a General Contractor for the benefit of more than one fringe benefit fund, the amounts so withheld in the manner and amount prescribed above shall be applied to or for such fund in the order in which the written notices of nonpayment have been received by the Agency, and if more than one such notice was received on the same day, proportionately based upon the amount of the union and/or fringe benefit fund claims received on such day. Nothing herein contained shall prevent the Agency from commencing an interpleader action to determine entitlement to a disputed payment in accordance with section one thousand six of the civil practice law and rules or any successor provision thereto.

F. Payment to a fringe benefit fund under this provision shall not relieve the General Contractor or Delinquent Contractor from responsibility for the work covered by the payment. Except as otherwise provided, nothing contained herein shall create any obligation on the part of the Agency to pay any union or fringe benefit fund, nor shall anything provided herein serve to create any relationship in contract or otherwise, implied or expressed, between the union/fund and/or fringe benefit and the Agency.

### **ARTICLE 12 - HOURS OF WORK, PREMIUM PAYMENTS, SHIFTS AND HOLIDAYS**

#### **SECTION 1. WORK WEEK AND WORKDAY**

A. The standard work week shall consist of 40 hours of work at straight time rates, Monday through Friday, 8 hours per day, plus ½ hour unpaid lunch period. The standard work week may be reduced to 35 or 37 ½ hours of work at straight time rates, Monday to Friday, 7 or 7

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½ hours per day, plus ½ hour unpaid lunch period in those limited circumstances where the City states in the bid documents that the Contractor will not be given access to the site to accommodate an 8 hour day. The 8 hour, 7 ½ hour or 7-hour workday must be established at the commencement of the project and may not be altered by the Contractor.

B. In accordance with project needs, there shall be flexible start times with advance notice from Contractor to the Union. The Day Shift shall commence between the hours of 6:00 a.m. and 9:00 a.m. and shall end between the hours of 2:30 p.m. and 5:30 p.m., for an 8-hour day, and up to 7:30 p.m. for a 10-hour day. The Evening Shift shall commence between the hours of 3:00 p.m. and 6:00 p.m., unless different times are necessitated by the Agency's phasing plans on specific projects. The Night Shift shall commence between the hours of 11:00 p.m. and 2:00 a.m., unless different times are necessitated by the Agency's phasing plans on specific projects. Subject to the foregoing, starting and quitting times shall occur at the Program Work site designated by the Contractor.

C. Scheduling - Except as provided above, Monday through Friday is the standard work week; 8 hours of work plus ½ hour unpaid lunch. Notwithstanding any other provision of this Agreement, a Contractor may schedule a four-day work week, 10 hours per day ("4/10") at straight time rates, plus a ½ hour unpaid lunch, at the commencement of the job.

D. Notice - Contractors shall provide not less than 5 days prior notice to the Local Union involved as to the work week and work hour schedules to be worked or such lesser notice as may be mutually agreed upon.

### **SECTION 2. OVERTIME**

Overtime shall be paid for any work (i) over an employee's regularly scheduled work day, i.e., work over eight (8) hours in a day where 5/8s is scheduled, work over ten (10) hours in a day where 4/10s is scheduled, or work over seven (7) or seven and one half (7½) hours where such

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hours are scheduled pursuant to Article 12, section 1(A) and (ii) over forty (40) hours in a week, or over thirty five (35) or thirty seven and one-half (37 ½) where such hours are scheduled pursuant to Article 12, section 1(A). Overtime shall be paid at time and one half (1½) Monday through Saturday. All overtime work performed on Sunday and Holidays will be paid pursuant to the applicable Schedule "A". There shall be no stacking or pyramiding of overtime pay under any circumstances. There will be no restriction upon the Contractor's scheduling of overtime or the nondiscriminatory designation of employees who shall be worked, including the use of employees, other than those who have worked the regular or scheduled work week, at straight time rates. The Contractor shall have the right to schedule work so as to minimize overtime or schedule overtime as to some, but not all, of the crafts and whether or not of a continuous nature.

### **SECTION 3. SHIFTS**

A. Flexible Schedules - Scheduling of shift work, including Saturday and Sunday work, shall be within the discretion of the Contractor in order to meet Program Work schedules and existing Program Work conditions including the minimization of interference with the mission of the Agency. It is not necessary to work a day shift in order to schedule a second or third shift, or a second shift in order to schedule a third shift, or to schedule all of the crafts when only certain crafts or employees are needed. Shifts must have prior approval of the Agency or Construction Manager and must be scheduled with not less than five workdays' notice to the Local Union or such lesser notice as may be mutually agreed upon.

B. Second and/or Third Shifts - The second shift shall start between 3 p.m. and 6 p.m. and the third shift shall start between 10 p.m. and 2 a.m., subject to different times necessitated by the Agency phasing plans on specific projects. There shall be no reduction in shift hour work. With respect to second and third shift work there shall be a 5% shift premium, or the rate required by the applicable prevailing wage laws, whichever is less. No other premium or other payments for such

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work shall be required unless such work is in excess of the employee's regularly scheduled work week, i.e., forty (40) hours in the week or thirty five (35) or thirty seven and one half (37 ½) pursuant to Article 12, Section 1(A). All employees within the same classification performing Program Work will be paid at the same wage rate regardless of the shift or work, subject only to the foregoing provisions.

C. Flexible Starting Times - Shift starting times will be adjusted by the Contractor as necessary to fulfill Program Work requirements subject to the notice requirements of paragraph A.

**SECTION 4. HOLIDAYS**

A. Schedule - There shall be nine (9) recognized holidays on the project:

New Year's Day

Martin Luther King Day      President's Day

Memorial Day      Veteran's Day

Labor Day      Thanksgiving Day

Independence Day      Christmas Day

All said holidays shall be observed on the calendar date except those holidays which occur on Saturday shall be observed on the previous Friday and those that occur on Sunday shall be observed on the following Monday.

B. Payment - Regular holiday pay, if any, for work performed on such a PLA recognized holiday shall be in accordance with the applicable Schedule "A" for work performed on a holiday, even where the PLA holiday differs from the CBA holidays.

C. Exclusivity - No holidays other than those listed in Section 4(A) above shall be recognized or observed.

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### **SECTION 5. MAKE-UP DAYS**

When severe weather, power failure, fire or natural disaster or other similar circumstances beyond the control of the Contractor prevent work from being performed on a regularly scheduled weekday, the Contractor may schedule a Saturday make-up day (or Friday make-up day in the case of a 4/10 schedule) and such time shall be scheduled and paid as if performed on a weekday. Any other Saturday work shall be paid at time and one-half (1½). The Contractor shall notify the Local Union on the missed day or as soon thereafter as practicable if such a make-up day is to be worked.

### **SECTION 6. REPORTING PAY**

A. Employees who report to the work location pursuant to their regular schedule and who are not provided with work shall be paid two hours reporting pay at straight time rates. An employee whose work is terminated early by a Contractor due to severe weather, power failure, fire or natural disaster or for similar circumstances beyond the Contractor's control, shall receive pay only for such time as is actually worked. In other instances, in which an employee's work is terminated early (unless provided otherwise elsewhere in this Agreement), the employee shall be paid for their full shift. Contractors shall not be permitted to call, text or email or voicemail employees in advance of their regularly scheduled shift starting time to avoid reporting pay. Notwithstanding the above, in the event that the National Weather Service issues a weather advisory for the area in which the work location is situated, and the entire project is shut down as a result of the Weather Advisory, the Contractor shall be permitted to speak to employees no less than four (4) hours in advance of their shift starting time, unless the Local Union consents to a shorter notice in writing, to advise them not to report to work due to the National Weather Service advisory, and employees who are so notified shall not receive two (2) hours reporting pay if they report to the work location. The Contractor shall make every effort to notify each employee directly and confirm that notification has been received. Voice, text, and email messages left for employees without

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confirmation of delivery and receipt by employee do not constitute sufficient notice under this provision.

B. When an employee, who has completed their scheduled shift and left the Program Work site, is “called out” to perform special work of a casual, incidental or irregular nature, the employee shall receive overtime pay at the rate of time and one-half of the employee’s straight time rate for hours actually worked.

C. When an employee leaves the job or work location of their own volition or is discharged for cause or is not working as a result of the Contractor’s invocation of Section 7 below, they shall be paid only for the actual time worked.

D. Except as specifically set forth in this Article there shall be no premiums, bonuses, hazardous duty, high time or other special premium payments or reduction in shift hours of any kind.

E. There shall be no pay for time not actually worked except as specifically set forth in this Article and except where an applicable Schedule “A” requires a full weeks’ pay for forepersons.

### **SECTION 7. PAYMENT OF WAGES**

A. Termination - Employees who are laid off or discharged for cause shall be paid in full for that which is due them at the time of termination. The Contractor shall also provide the employee with a written statement setting forth the date of lay off or discharge.

### **SECTION 8. EMERGENCY WORK SUSPENSION**

A Contractor may, if considered necessary for the protection of life and/or safety of employees or others, suspend all or a portion of Program Work. In such instances, employees will be paid for actual time worked, except that when a Contractor requests that employees remain at the job site available for work, employees will be paid for that time at their hourly rate of pay.

**SECTION 9. INJURY/DISABILITY**

An employee who, after commencing work, suffers a work-related injury or disability while performing work duties, shall receive no less than a full day's pay in accordance with the employee's regularly scheduled workday under Article 12, Section (1)(A). Further, the employee shall be rehired at such time as able to return to duties provided there is still Program Work available for which the employee is qualified and able to perform.

**SECTION 10. TIME KEEPING**

A Contractor may utilize systems to check employees in and out. Each employee must check in and out and sign a daily sign-in sheet, or other attendance methodology approved in writing by the Agency(s). The Contractor will provide adequate facilities for checking in and out in an expeditious manner.

**SECTION 11. MEAL PERIOD**

A Contractor shall schedule an unpaid period of not more than 1/2-hour duration at the work location between the 3rd and 5th hour of the scheduled shift. A Contractor may, for efficiency of operation, establish a schedule which coordinates the meal periods of two or more crafts, or which provides for staggered lunch periods within a craft or trade. If an employee is required to work through the meal period, the employee shall be compensated in a manner established in the applicable Schedule "A".

**SECTION 12. BREAK PERIODS**

There will be no rest periods, organized coffee breaks or other non-working time established during working hours. Individual coffee containers will be permitted at the employee's work location. Where 4/10s are being worked there shall be a morning and an afternoon coffee break.



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**ARTICLE 13 - APPRENTICES AND WORKFORCE DEVELOPMENT**

**SECTION 1. APPRENTICE RATIOS AND REFERRALS**

A. Recognizing the need to maintain continuing supportive programs designed to develop adequate numbers of competent workers in the construction industry and to provide craft entry opportunities for minorities, women and economically disadvantaged non-minority males, Contractors will employ apprentices in their respective crafts to perform such work as is within their capabilities and which is customarily performed by the craft in which they are indentured. Contractors may utilize apprentices and such other appropriate classifications in the maximum ratio permitted by the New York State Department of Labor (“NYS DOL”) or the maximum allowed per trade. Apprentices and such other classifications as are appropriate shall be employed in a manner consistent with the provisions of the appropriate Schedule “A” agreement. The parties encourage, as an appropriate source of apprentice recruitment consistent with the rules and operations of the affiliated unions’ apprentice-programs, the use of the Edward J. Malloy Initiative for Construction Skills, Non-Traditional Employment for Women, New York Helmets to Hardhats, and Pathways to Apprenticeship (P2A). Should a Contractor request that apprentices be provided for Program Work, the referring Local Union shall comply with that request so long as it is consistent with the maximum ratios permitted by NYSDOL.

**SECTION 2. WORKFORCE DEVELOPMENT**

A. The parties to this Agreement recognize the mutual interest in increasing training and career opportunities for Program Hires. The parties are committed to (i) increasing opportunities for Program Hires in these zip codes in pre-apprenticeship and apprenticeship programs, and (ii) using the work opportunities provided by this Agreement to increase the career opportunities for qualified Program Hires, and (iii) to assure the continued availability of a skilled and qualified, readily available construction workforce for this program and future work. The parties agree to the Workforce Development Program set forth in Exhibit “D”.

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B. Specifically, the parties have established an initiative entitled HireNYC Construction Careers, which is an initiative to advance career opportunities for Program Hires.

C. The HireNYC Construction Careers initiative will work with the Mayor's Office of Workforce Development ("WKDEV") and its Workforce1 Centers to recruit Program Hires interested in employment in the construction industry.

D. HireNYC Construction Careers intends to capitalize on the work opportunities presented by this Agreement to create a pathway to career opportunities in the construction workforce. To this end the HireNYC Construction Careers initiative includes a workforce goal of at least 30% of all hours worked under this Agreement, including by subcontractors pursuant to Article 3, Section 1(B)(12), to be worked by workers residing within the specified zip codes or NYCHA housing. In order to encourage recruitment of new workers, HireNYC Construction Careers has established a goal that at least 30% of all of those hours are to be worked by apprentices from those zip codes or NYCHA housing.

E. The Contractors and Unions agree to cooperate and participate in the implementation of HireNYC Construction Careers to assist Program Hires with educational and training opportunities related to access to pre-apprenticeship, apprenticeship, and project work as set forth in this Agreement.

F. Reporting Requirements:

i. The Contractors shall report the residence zip code information on all certified payroll reports.

ii. The Local Unions, their referral systems, the affiliated pre-apprentice programs, and Contractors shall cooperate with any protocol developed for monitoring the HireNYC Construction Careers initiative.

iii. The Local Unions shall provide the WKDEV copies of the following

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reports when such reports are submitted to NYSDOL: *Apprentice Training Recruitment Notification and Minimum Qualifications (AT 505)*, *Apprentice Training Program Affirmative Action Plan (AT 603)*, *Apprenticeship Agreement (AT 401)*, or such alternate reporting system as the parties may negotiate during the term of this Agreement.

G. The City and BCTC agree that no less than annually, the LMC shall review the implementation of HireNYC Construction Careers, as well as Program Hire opportunities afforded as a result of the initiative. The City and BCTC will collaborate to develop monitoring protocol for the purpose of measuring the success of HireNYC Construction Careers. The City and BCTC may, on mutual consent, modify the goals, procedures and protocols, as necessary to afford continued opportunity to Program Hires.

H. To facilitate the commitments set forth in this Agreement, each Local Union shall designate a HireNYC Construction Careers lead representative to work in partnership with WKDEV to implement these workforce and apprenticeship provisions within the union and across City construction contracts.

### **ARTICLE 14 - SAFETY PROTECTION OF PERSON AND PROPERTY**

#### **SECTION 1. SAFETY REQUIREMENTS**

Each Contractor will ensure that applicable OSHA and safety requirements are at all times maintained on the Program Work site and the employees and Unions agree to cooperate fully with these efforts to the extent consistent with their rights and obligations under the law. Employees will cooperate with employer safety policies and will perform their work at all times in a safe manner and protect themselves and the property of the Contractor and Agency from injury or harm, to the extent consistent with their rights and obligations under the law. Failure to do so will be grounds for discipline, including discharge. The Construction Manager and/or Contractor may

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adopt, and the Unions shall agree to, the Drug and Alcohol Testing Policy attached as Schedule “B”.

### **SECTION 2. CONTRACTOR RULES**

Employees covered by this Agreement shall at all times be bound by the reasonable safety, security, and visitor rules as established by the Contractors and the Construction Manager for Program Work. Such rules will be published and posted in conspicuous places throughout the Program Work sites. Any site security and access policies established by the Construction Manager or General Contractor intended for specific application to the construction workforce for Program Work and that are not established pursuant to an Agency directive shall be implemented only after notice to the BCTC and its affiliates and an opportunity for negotiation and resolution by the Labor Management Committee.

### **SECTION 3. INSPECTIONS**

The Contractors and Construction Manager retain the right to inspect incoming shipments of equipment, apparatus, machinery and construction materials of every kind.

## **ARTICLE 15 - TEMPORARY SERVICES**

### **SECTION 1.**

Temporary services, i.e. all temporary heat, climate control, water, power and light, shall only be required upon the determination of the Agency or Construction Manager, and when used shall be staffed and assigned to the appropriate trade(s) with jurisdiction. Temporary services shall be provided by the appropriate Contractors’ existing employees during working hours in which a shift is scheduled for employees of the Contractor. The Agency or Construction Manager may determine the need for temporary services requirements during non-working hours, and when used shall be staffed and assigned to the appropriate trades(s), and which may be limited to one person per applicable trade where practicable. There shall be no stacking of trades on temporary services,

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provided this does not constitute a waiver of primary trade jurisdiction. In the event a temporary system component is claimed by multiple trades, the matter shall be resolved through the New York Plan for Jurisdictional Disputes.

### **ARTICLE 16 - NO DISCRIMINATION**

#### **SECTION 1. COOPERATIVE EFFORTS**

The Contractors and Unions agree that they will not discriminate against any employee or applicant for employment because of creed, race, color, religion, sex, sexual orientation, national origin, marital status, citizenship status, disability, gender identity, age or any other status provided by law, in any manner prohibited by law or regulation.

#### **SECTION 2. LANGUAGE OF AGREEMENT**

Any words signifying any gender shall be interpreted to mean any or all gender identities.

### **ARTICLE 17 - GENERAL TERMS**

#### **SECTION 1. PROJECT RULES**

A. The Construction Manager and the Contractors shall establish such reasonable Program Work rules that are not inconsistent with this Agreement or rules common in the industry and are reasonably related to the nature of work. These rules will be explained at the pre-job conference and posted at the Program Work sites and may be amended thereafter as necessary. Notice of amendments will be provided to the appropriate Local Union. Failure of an employee to observe these rules and regulations shall be grounds for discipline, including discharge. The fact that no order was posted prohibiting a certain type of misconduct shall not be a defense to an employee disciplined or discharged for such misconduct when the action taken is for cause.

B. The parties adopt and incorporate the BCTC's Standards of Excellence as annexed hereto as Exhibit "B".

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**SECTION 2. TOOLS OF THE TRADE**

The welding/cutting torch and chain fall are tools of the trade having jurisdiction over the work performed. Employees using these tools shall perform any of the work of the trade. There shall be no restrictions on the emergency use of any tools or equipment by any qualified employee or on the use of any tools or equipment for the performance of work within the employee's jurisdiction.

**SECTION 3. SUPERVISION**

Employees shall work under the supervision of the craft foreperson or general foreperson.

**SECTION 4. TRAVEL ALLOWANCES**

There shall be no payments for travel expenses, travel time, subsistence allowance or other such reimbursements or special pay except as expressly set forth in this Agreement.

**SECTION 5. FULL WORKDAY**

Employees shall be at their work area at the starting time established by the Contractor, provided they are provided access to the work area. The signatories reaffirm their policy of a fair day's work for a fair day's wage.

**SECTION 6. COOPERATION AND WAIVER**

The Construction Manager, Contractors and the Unions will cooperate in seeking any NYSDOL, or any other government, approvals that may be needed for implementation of any terms of this Agreement. In addition, the Council, on their own behalf and on behalf of its participating affiliated Local Unions and their individual members, intend the provisions of this Agreement to control to the greatest extent permitted by law, notwithstanding contrary provisions of any applicable prevailing wage, or other, law and intend this Agreement to constitute a waiver of any such prevailing wage, or other, law to the greatest extent permissible only for work within the scope of this Agreement, including specifically, but not limited to those provisions relating to shift, night,

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and similar differentials and premiums. This Agreement does not, however, constitute a waiver or modification of the prevailing wage schedules applicable to work not covered by this Agreement.

### **ARTICLE 18 - SAVINGS AND SEPARABILITY**

#### **SECTION 1. THIS AGREEMENT**

In the event that the application of any provision of this Agreement is enjoined, on either an interlocutory or permanent basis, or is otherwise determined to be in violation of law, or if such application may cause the loss of project funding or any New York State Labor Law exemption for all or any part of the Program Work, the provision or provisions involved (and/or its application to particular Program Work, as necessary) shall be rendered, temporarily or permanently, null and void, but where practicable the remainder of the Agreement shall remain in full force and effect to the extent allowed by law (and to the extent no funding or exemption is lost), unless the part or parts so found to be in violation of law or to cause such loss are wholly inseparable from the remaining portions of the Agreement and/or are material to the purposes of the Agreement. In the event a court of competent jurisdiction finds any portion of the Agreement to trigger the foregoing, the parties will immediately enter into negotiations concerning the substance affected by such decision for the purpose of achieving conformity with the court determination and the intent of the parties hereto for contracts to be let in the future.

#### **SECTION 2. THE BID SPECIFICATIONS**

In the event that the Agency's (or Construction Manager's) bid specifications, or other action, requiring that a successful bidder (and subcontractor) become signatory to this Agreement is enjoined, on either an interlocutory or permanent basis, or is otherwise determined to be in violation of law, or may cause the loss of project funding or any New York State Labor Law exemption for all or any part of the Program Work, such requirement (and/or its application to particular Program Work, as necessary) shall be rendered, temporarily or permanently, null and void, but where practicable the Agreement shall remain in full force and effect to the extent allowed

## 2020 NYC AGENCY RENOVATION PROJECT LABOR AGREEMENT

by law and to the extent no funding or exemption is lost. In such event, the Agreement shall remain in effect for contracts already bid and awarded or in construction only where the Agency and Contractor voluntarily accepts the Agreement. The parties will enter into negotiations as to modifications to the Agreement to reflect the court or other action taken and the intent of the parties for contracts to be let in the future.

### **SECTION 3. NON-LIABILITY**

In the event of an occurrence referenced in Section 1 or Section 2 of this Article, neither the Agency, the Construction Manager, any Contractor, nor any Union shall be liable, directly or indirectly, for any action taken, or not taken, to comply with any court order or injunction, other determination, or in order to maintain funding or a New York State Labor Law exemption for Program Work. Bid specifications will be issued in conformance with court orders then in effect and no retroactive payments or other action will be required if the original court determination is ultimately reversed.

### **SECTION 4. NON-WAIVER**

Nothing in this Article shall be construed as waiving the prohibitions of Article 7 as to signatory Contractors and signatory Unions.

## **ARTICLE 19 - FUTURE CHANGES IN SCHEDULE "A" AREA CONTRACTS**

### **SECTION 1. CHANGES TO AREA CONTRACTS**

A. Schedule "A" to this Agreement shall continue in full force and effect until the Contractor and/or Union parties to the Area CBAs that are the basis for the Schedule "A" notify the Mayor's Office of Contract Services ("MOCS"), Agency and Construction Manager in writing by providing a copy of the updated CBA(s) incorporating the changes agreed to in that Area CBA which are applicable to work covered by this Agreement and their effective dates.

B. It is agreed that any provisions negotiated into Schedule "A" CBAs will not apply to work under this Agreement if such provisions are less favorable to those uniformly required of



## 2020 NYC AGENCY RENOVATION PROJECT LABOR AGREEMENT

contractors for construction work normally covered by those agreements; nor shall any provision be recognized or applied on Program Work if it may be construed to apply exclusively, or predominantly, to work covered by this Agreement.

C. Any disagreement between signatories to this Agreement over the incorporation into Schedule "A" of provisions agreed upon in the renegotiation of Area CBAs shall be resolved in accordance with the procedure set forth in Article 9 of this Agreement.

### **SECTION 2. LABOR DISPUTES DURING AREA CONTRACT NEGOTIATIONS**

The Unions agree that there will be no strikes, work stoppages, sympathy actions, picketing, slowdowns or other disruptive activity or other violations of Article 7 affecting the Program Work by any Local Union involved in the renegotiation of Area Local CBAs nor shall there be any lock-out on such Program Work affecting a Local Union during the course of such renegotiations.

### **ARTICLE 20 - WORKERS' COMPENSATION ADR**

#### **SECTION 1.**

An Alternative Dispute Resolution ("ADR") program may be negotiated and participation in the ADR program will be optional by trade.

### **ARTICLE 21 - HELMETS TO HARDHATS**

#### **SECTION 1.**

The Contractors and the Unions recognize a desire to facilitate the entry into the building and construction trades of veterans who are interested in careers in the building and construction industry. The Contractors and Unions agree to utilize the services of the New York City Helmets to Hardhats Program ("H2H") to serve as a resource for preliminary orientation, assessment of construction aptitude, referral to apprenticeship programs or hiring halls, counseling and mentoring, support network, employment opportunities and other needs as identified by the parties.

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### **SECTION 2.**

The Unions and Contractors agree to coordinate with H2H to create and maintain an integrated database of veterans interested in working on this project and of apprenticeship and employment opportunities for this project. To the extent permitted by law, the Unions will give credit to such veterans for bona fide, provable past experience.

2020 NYC AGENCY RENOVATION PROJECT LABOR AGREEMENT

IN WITNESS WHEREOF the parties have caused this Agreement to be executed and effective as  
of the \_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

FOR BUILDING AND CONSTRUCTION TRADES COUNCIL  
OF GREATER NEW YORK AND VICINITY

BY: *Gary LaBarbera*  
Gary LaBarbera  
President

FOR NEW YORK CITY

BY: *D. Fuleihan*  
Dean Fuleihan  
First Deputy Mayor

APPROVED AS TO FORM:

*Steve Stein Auster*  
ACTING CORPORATION COUNSEL  
NEW YORK CITY

2020 NYC AGENCY RENOVATION PROJECT LABOR AGREEMENT

**LIST OF SIGNATORY UNIONS**

International Brotherhood of Boilermakers, Iron Ship Builders, Blacksmiths, Forgers and Helpers, AFL-CIO, Local Lodge No.5
Bricklayers and Allied Craftworkers, Local Union No. 1
Building Concrete & Excavating Laborers, Local Union No. 731
N.Y.C. and Vicinity District Council of Carpenters
Cement Masons, Local Union No. 780
Concrete Workers District Council No. 16
Asbestos, Lead & Hazardous Waste, Laborers Local Union No. 78
Construction & General Building Laborers Local Union No. 79
Derrickmen and Riggers Local Union No. 197
International Brotherhood of Electrical Workers, Local Union No. 3
International Union of Elevator Constructors, Local Union No. 1
Heat & Frost Insulators & Allied Workers, Local Union No. 12
Heat & Frost Insulators & Allied Workers, Local Union No. 12A
Pavers & Road Builders, Laborers Local Union No. 1010
New York State Iron Workers District Council
Structural Iron Workers, Local Union No. 40
Structural Iron Workers, Local Union No. 361
Mason Tenders District Council
Metallic Lathers & Reinforcing Ironworkers, Local No. 46
Ornamental Iron Workers, Local Union No. 580
Glaziers No. 1087, District Council 9
Painters, District Council No. 9
Metal Polishers, Local Union No. 8A-28A; District Council No. 9
Drywall Tapers Local Union No 1974, District Council 9
Bridge & Structural Steel Painters, Local Union No. 806, District Council 9
Operative Plasterers Local Union No. 262
UA Plumbers Local Union No. 1
Private Sanitation, Teamsters Local Union No. 813
Roofers & Waterproofers, Local Union No. 8
Sheet Metal Workers, Local Union No. 28
Sheet Metal Workers, Local Union No. 137
UA Steamfitters, Local Union No. 638
Teamsters, Local Union No. 282
Tile, Marble & Terrazzo, B.A.C. Local Union No. 7

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SCHEDULE "A" - CBAs

Union	Current Agreement w/
Architectural and Ornamental Iron Workers Local Union 580, AFL-CIO	Allied Building Metal Industries, Inc.
Building, Concrete, Excavating & Common Laborers Local 731	Independent
Building, Concrete, Excavating & Common Laborers Local 731	Members of the General Contractors Association of New York, Inc.
Bricklayers Local 1 of the International Union of Bricklayers and Allied Craftworkers	Independent
District Council No. 9, I.U.P.A.T Glaziers Local 1087	Window and Plate Glass Dealers Association
Drywall Tapers and Painters Local 1974, affiliated with International Union of Painters & Allied Trades and Drywall Taping Contractor's Association & Association of Wall-Ceiling & Carpentry Industries NY, Inc.	Independent
Enterprise Association of Steamfitters and Apprentices Local 638	Mechanical Contractors Association of NY, Inc.
Enterprise Association of Steamfitters and Apprentices Local 638	Independent
Elevator Constructors Local 1 of NY and NJ	ThyssenKrupp Elevator Corporation
Elevator Constructors Local 1 of NY and NJ	Independent
Highway Road and Street Laborers Local Union 1010 of the District Council of Pavers and Road Builders of the Laborers' International Union of North America AFL-CIO	Independent
Highway Road and Street Laborers Local Union 1010 of the District Council of Pavers and Road Builders of the Laborers' International Union of North America AFL-CIO	Member of the General Contractors Association of New York, Inc.
International Association of Heat and Frost Insulators and Allied Workers Local No. 12 of New York City	Independent
International Association of Heat and Frost Insulators and Allied Workers Local No. 12 of New York City	The Insulation Contractors Association of New York City, Inc.
International Association of Heat and Frost Insulators and Allied Workers Local No. 12A of New York City	Independent

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International Association of Heat and Frost Insulators and Allied Workers Local No. 12A of New York City	Environmental Contractors Association, Inc.
International Brotherhood of Boilermakers, Iron Ship Builders, Blacksmiths, Forgers and Helpers, AFL-CIO, Local Lodge No. 5	Boilermakers Association of Greater New York
Local Union No. 3 International Brotherhood of Electrical Workers, AFL-CIO	New York Electrical Contractors Association
International Brotherhood of Teamsters, Local 282, High Rise Contract	Building Contractors Association & Independents
Local 46 Metallic Lathers Union and Reinforcing Iron Workers of NY and Vicinity of the International Association of Bridge, Structural, Ornamental and Reinforcing Iron Workers	Cement League
Local 46 Metallic Lathers Union and Reinforcing Iron Workers of NY and Vicinity of the International Association of Bridge, Structural, Ornamental and Reinforcing Iron Workers	Independent
Local 8 Roofers, Waterproofers & Allied Workers	Roofing and Waterproofing Contractors Association of New York and Vicinity
Local Union 1 of the United Association of Journeymen and Apprentices of the Pipe Fitting Industry of the United States and Canada	Association of Contracting Plumbers of the City of New York
Local Union Number 40 & 361 of Bridge, Structural Ornamental and Reinforcing Iron Workers AFL-CIO	Independent
Mason Tenders DC & Laborers' International Union – Local 78 & 79	Building Contractors Association
Mason Tenders DC & Laborers' International Union – Local 78 & 79	Interior Demolition Contractors Association
Mason Tenders DC & Laborers' International Union – Local 78 & 79	Independent
Mason Tenders DC & Laborers' International Union – Local 78 & 79	NYCDCA
Mason Tenders DC & Laborers' International Union – Local 78 & 79	Environmental Contractors Association
Mason Tenders DC & Laborers' International Union – Local 78 & 79	ABMC

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Operative Plasterers' and Cement Masons' International Association Local No. 262	Independent
Painters and Allied Trades AFL-CIO, District Council No. 9 (Painting and Protective Coatings CBA)	Independent
Painters and Allied Trades AFL-CIO, District Council No. 9 (Painting and Protective Coatings CBA)	The Association of Master Painters & Decorators of NY, Inc. and The Association of Wall, Ceiling & Carpentry Industries of NY, Inc. and The Window and Plate Glass Dealers Association
Sheet Metal Workers' International Association, Local 28	Sheet Metal & Air Conditioning Contractors Association of New York City, Inc.
Sheet Metal Workers' International Association, Local 137	The Greater New York Sign Association
Structural Steel and Bridge Painters Local 806, DC 9 International Union of Painters and Allied Trades, AFL-CIO	New York Structural Steel Painting Contractors Association
Teamsters Local 813	Independent
Teamsters Local 813	IESI NY Corporation
The Cement Masons' Union, Local 780	Cement League
The District Council of Cement and Concrete Workers (comprised of Local 6A; Local 18A and Local 20)	Cement League
The District Council of Cement and Concrete Workers (comprised of Local 6A; Local 18A and Local 20)	Independent
The District Council of New York City and Vicinity of the United Brotherhood of Carpenters and Joiners of America for Heavy Carpenters	GCA
The District Council of New York City and Vicinity of the United Brotherhood of Carpenters and Joiners of America for Dockbuilders Local No. 1556	Concrete Contractors of NY
The District Council of New York City and Vicinity of the United Brotherhood of Carpenters and Joiners of America for Dockbuilders Local 1556	Independent
The District Council of New York City and Vicinity of the United Brotherhood of Carpenters and Joiners of America for Millwright Local 740	Independent

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The District Council of New York City and Vicinity of the United Brotherhood of Carpenters and Joiners of America for Timbermen Local 1556	Independent
The District Council of New York City and Vicinity of the United Brotherhood of Carpenters and Joiners of America for Timbermen Local 1556	GCA
The District Council of New York City and Vicinity of the United Brotherhood of Carpenters and Joiners of America for Heavy Carpenters	Independent
The District Council of New York City and Vicinity of the United Brotherhood of Carpenters and Joiners of America for Carpenters	Manufacturing Woodworkers Association of Greater New York Incorporated
The District Council of New York City and Vicinity of the United Brotherhood of Carpenters and Joiners of America	The Hoisting Trade Association of New York, Inc.
The District Council of New York City and Vicinity of the United Brotherhood of Carpenters and Joiners of America	The Test Boring Association
The District Council of New York City and Vicinity of the United Brotherhood of Carpenters and Joiners of America	Building Contractors Association
The District Council of New York City and Vicinity of the United Brotherhood of Carpenters and Joiners of America	The Association of Wall-Ceiling & Carpentry Industries of New York, Incorporated
The District Council of New York City and Vicinity of the United Brotherhood of Carpenters and Joiners	The Cement League
The District Council of NYC and Vicinity of the United Brotherhood of Carpenters and Joiners of America	New York City Millwright Association
The District Council of New York City and Vicinity of the United Brotherhood of Carpenters and Joiners	Greater New York Floor Covering Association
The District Council of New York City and Vicinity of the United Brotherhood of Carpenters and Joiners of America for Carpenters	Association of Architectural Metal & Glass



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The District Council of New York City and Vicinity of the United Brotherhood of Carpenters and Joiners of America for Carpenters	Concrete Contractors of NY
The District Council of New York City and Vicinity of the United Brotherhood of Carpenters and Joiners of America for Building Construction Carpenters	Independent
The District Council of New York City and Vicinity of the United Brotherhood of Carpenters and Joiners of America for Local 2287	Independent
The District Council of New York City and Vicinity of the United Brotherhood of Carpenters and Joiners of America for Shop Carpenters	Independent
The Tile Setters and Tile Finishers Union of New York and New Jersey, Local 7 of the International Bricklayers and Allied Craftworkers	The Greater New York and New Jersey Contractors Association
United Derrickmen & Riggers Association, Local 197 of NY, LI, Westchester & Vicinity	Contracting Stonesetters Association Inc.
United Derrickmen & Riggers Association Local 197 of NY, LI, Westchester and Vicinity	Building Stone and Pre-cast Contractors Association

2020 NYC AGENCY RENOVATION PROJECT LABOR AGREEMENT

Exhibit A

Project Labor Agreement - Letter of Assent

Dear: \_\_\_\_\_

The undersigned party confirms that it agrees to be a party to and be bound by the New York Agency, Project Labor Agreement as such Agreement may, from time to time, be amended by the parties or interpreted pursuant to its terms. The terms of the Project Labor Agreement, its Schedules, Addenda and Exhibits are hereby incorporated by reference herein.

The undersigned, as a Contractor or Subcontractor (hereinafter Contractor) on the Project known as the NYC Agency Renovation and located at \_\_\_\_\_ (hereinafter PROJECT), for and in consideration of the award to it of a contract to perform work on said PROJECT, and in further consideration of the mutual promises made in the Project Labor Agreement, a copy of which was received and is acknowledged, hereby:

- (1) Accepts and agrees to be bound by the terms and conditions of the Agreement, together with any and all schedules; amendments and supplements now existing or which are later made thereto:
- (2) Agrees to be bound by the legally established collective bargaining agreements; local trust agreements for employee benefit funds; and trust documents for joint apprentice programs as well as apprentice program rules and procedures but only to the extent of Program Work and as required by the PLA.
- (3) Authorizes the parties to such local trust agreements to appoint trustees and successor trustees to administer the trust funds and hereby ratifies and accepts the trustees so appointed as if made by the Contractor but only to the extent of Program Work as required by the PLA.
- (4) Certifies that it has no commitments or agreements that would preclude its full and complete compliance with the terms and conditions of said Agreement. The Contractor agrees to employ labor that can work in harmony with all other labor on the Project and shall require labor harmony from every lower tier subcontractor it has engaged or may engage to work on the Project. Labor harmony disputes/issues shall be subject to the Labor Management Committee provisions.
- (5) Agrees to secure from any Contractor(s) (as defined in said Agreement) which is or becomes a Subcontractor (of any tier), to it, a duly executed Agreement to be Bound in from identical to this document.

Provide description of the Work, identify craft jurisdiction(s) and all contract numbers below:

Local Union: \_\_\_\_\_

Description of Work: \_\_\_\_\_

\_\_\_\_\_

Contract Number(s): \_\_\_\_\_

2020 NYC AGENCY RENOVATION PROJECT LABOR AGREEMENT

Dated: \_\_\_\_\_

\_\_\_\_\_  
(Name of Contractor or subcontractor)

\_\_\_\_\_  
(Name of CM; GC; Contractor or  
Higher Level Subcontractor)

\_\_\_\_\_  
(Authorized Officer & Title)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Phone) (Fax)

Contractor's State License

# \_\_\_\_\_

Sworn to before me this  
\_\_\_\_ day of \_\_\_\_\_,

\_\_\_\_\_  
Notary Public

**Exhibit B**

**NEW YORK CITY BUILDING AND CONSTRUCTION TRADES COUNCIL  
STANDARDS OF EXCELLENCE**

The purpose of this Standard of Excellence is to reinforce the pride of every construction worker and the commitment to be the most skilled, most productive and safest workforce available to construction employers and users in the City of New York. It is the commitment of every affiliated local union to use our training and skills to produce the highest quality work and to exercise safe and productive work practices.

The rank and file members represented by the affiliated local unions acknowledge and adopt the following standards:

- *Provide a full day's work for a full days pay;*
- *Safely work towards the timely completion of the job;*
- *Arrive to work on time and work until the contractual quitting time;*
- *Adhere to contractual lunch and break times;*
- *Promote a drug and alcohol free work site;*
- *Work in accordance with all applicable safety rules and procedures;*
- *Allow union representatives to handle job site disputes and grievances without resort to slowdowns, or unlawful job disruptions;*
- *Respect management directives that are safe, reasonable and legitimate;*
- *Respect the rights of co-workers;*
- *Respect the property rights of the owner, management and contractors.*

The Unions affiliated with the New York City Building and Construction Trades Council will expect the signatory contractors to safely and efficiently manage their jobs and the unions see this as a corresponding obligation of the contractors under this Standard of Excellence. The affiliated unions will expect the following from its signatory contractors:

- *Management adherence to the collective bargaining agreements;*
- *Communication and cooperation with the trade foremen and stewards;*
- *Efficient, safe and sanitary management of the job site;*
- *Efficient job scheduling to mitigate and minimize unproductive time;*
- *Efficient and adequate staffing by properly trained employees by trade;*
- *Efficient delivery schedules and availability of equipment and tools to ensure efficient job progress;*
- *Ensure proper blueprints, specifications and layout instructions and material are available in a timely manner*
- *Promote job site dispute resolution and leadership skills to mitigate such disputes;*
- *Treatment of all employees in a respectful and dignified manner acknowledging their contributions to a successful project.*

The affiliated unions and their signatory contractors shall ensure that both the rank and file members and the management staff shall be properly trained in the obligations undertaken in the Standard of Excellence.

2020 NYC AGENCY RENOVATION PROJECT LABOR AGREEMENT

**Exhibit “C” - HireNYC Construction Careers**

*(August 2020 version)*

Non-exhaustive list of zip codes where at least 15% of the individuals are below the federal poverty rate  
(Zip codes within ~100 mile radius of NYC)

<b>Zip Code</b>	<b>Borough</b>	<b>Neighborhood</b>
10001	Manhattan	Midtown South
10002	Manhattan	Chinatown
10009	Manhattan	East Village
10025	Manhattan	Manhattan Valley
10026	Manhattan	Central Harlem
10027	Manhattan	Manhattanville
10029	Manhattan	East Harlem
10030	Manhattan	Central Harlem
10031	Manhattan	Hamilton Heights
10032	Manhattan	Inwood and Washington Heights
10033	Manhattan	Washington Heights
10034	Manhattan	Inwood
10035	Manhattan	East Harlem
10037	Manhattan	Central Harlem
10038	Manhattan	Lower Manhattan
10039	Manhattan	Central Harlem
10040	Manhattan	Inwood and Washington Heights
10301	Staten Island	St. George
10302	Staten Island	Port Richmond
10303	Staten Island	Mariner's Harbor
10304	Staten Island	Stapleton
10310	Staten Island	West Brighton
10451	Bronx	Concourse Village
10452	Bronx	High Bridge
10453	Bronx	University Heights
10454	Bronx	Mott Haven
10455	Bronx	Longwood
10456	Bronx	Melrose
10457	Bronx	Central Bronx
10458	Bronx	Bedford Park
10459	Bronx	Morrisania
10460	Bronx	East Tremont
10462	Bronx	Parkchester
10463	Bronx	Kingsbridge
10466	Bronx	Wakefield
10467	Bronx	Norwood
10468	Bronx	Bronx Park and Fordham
10472	Bronx	Unionport
10473	Bronx	Soundview
10474	Bronx	Hunts Point

# 2020 NYC AGENCY RENOVATION PROJECT LABOR AGREEMENT

## PLA Exhibit C - HireNYC Construction Careers

(August 2020 version)

Non-exhaustive list of zip codes where at least 15% of the individuals are below the federal poverty rate

(Zip codes within ~100 mile radius of NYC)

<b>Zip Code</b>	<b>Borough</b>	<b>Neighborhood</b>
11101	Queens	Long Island City
11102	Queens	Northwest Queens
11106	Queens	Ravenswood
11203	Brooklyn	East Flatbush
11204	Brooklyn	Borough Park
11205	Brooklyn	Fort Greene
11206	Brooklyn	East Williamsburg
11207	Brooklyn	East New York
11208	Brooklyn	East New York / Cypress Hills
11211	Brooklyn	Williamsburg
11212	Brooklyn	Brownsville
11213	Brooklyn	Crown Heights
11214	Brooklyn	Bensonhurst
11216	Brooklyn	Central Brooklyn
11218	Brooklyn	Kensington
11219	Brooklyn	Borough Park
11220	Brooklyn	Sunset Park
11221	Brooklyn	Bushwick
11223	Brooklyn	Gravesend
11224	Brooklyn	Coney Island
11225	Brooklyn	Prospect Lefferts Gardens
11226	Brooklyn	Prospect Park South
11230	Brooklyn	Midwood
11232	Brooklyn	Sunset Park
11233	Brooklyn	Ocean Hill
11235	Brooklyn	Brighton Beach
11237	Brooklyn	Bushwick and Williamsburg
11239	Brooklyn	Starrett City
11354	Queens	Downtown Flushing
11355	Queens	Queensboro Hill
11368	Queens	South Corona
11369	Queens	East Elmhurst
11373	Queens	Elmhurst
11416	Queens	Southwest Queens
11417	Queens	Ozone Park
11418	Queens	Richmond Hill
11430	Queens	Ozone Park
11432	Queens	Jamaica Center
11433	Queens	South Jamaica
11435	Queens	Briarwood
11691	Queens	Far Rockaway
11692	Queens	Arverne

Data Source: 2013-2017 American Community Survey 5-year estimates

# 2020 NYC AGENCY RENOVATION PROJECT LABOR AGREEMENT

## PLA Exhibit C - HireNYC Construction Careers

(August 2020 version)

Non-exhaustive list of zip codes where at least 15% of the individuals are below the federal poverty rate

(Zip codes within ~100 mile radius of NYC)

<b>Zip Code</b>	<b>State</b>	<b>City or Town</b>
06401	CT	Ansonia
06510	CT	New Haven
06511	CT	New Haven
06513	CT	New Haven
06515	CT	New Haven
06519	CT	New Haven
06604	CT	Bridgeport
06605	CT	Bridgeport
06607	CT	Bridgeport
06608	CT	Bridgeport
06610	CT	Bridgeport
06702	CT	Waterbury
06704	CT	Waterbury
06705	CT	Waterbury
06706	CT	Waterbury
06708	CT	Waterbury
06710	CT	Waterbury
06810	CT	Danbury
07002	NJ	Bayonne
07017	NJ	East Orange
07018	NJ	East Orange
07022	NJ	Fairview
07026	NJ	Garfield
07029	NJ	Harrison
07047	NJ	North Bergen
07050	NJ	Orange
07055	NJ	Passaic
07060	NJ	Plainfield
07062	NJ	Plainfield
07087	NJ	Union City
07093	NJ	West New York
07102	NJ	Newark
07103	NJ	Newark
07104	NJ	Newark
07105	NJ	Newark
07106	NJ	Newark
07107	NJ	Newark
07108	NJ	Newark
07111	NJ	Irvington
07112	NJ	Newark
07114	NJ	Newark
07201	NJ	Elizabeth
07202	NJ	Elizabeth
07206	NJ	Elizabethport
07208	NJ	Elizabeth
07304	NJ	Jersey City
07305	NJ	Jersey City
07306	NJ	Jersey City
07307	NJ	Jersey City
07310	NJ	Jersey City

# 2020 NYC AGENCY RENOVATION PROJECT LABOR AGREEMENT

## PLA Exhibit C - HireNYC Construction Careers

(August 2020 version)

Non-exhaustive list of zip codes where at least 15% of the individuals are below the federal poverty rate

(Zip codes within ~100 mile radius of NYC)

<b>Zip Code</b>	<b>State</b>	<b>City or Town</b>
07501	NJ	Paterson
07502	NJ	Paterson
07503	NJ	Paterson
07504	NJ	Paterson
07505	NJ	Paterson
07513	NJ	Paterson
07514	NJ	Paterson
07522	NJ	Paterson
07524	NJ	Paterson
07608	NJ	Teterboro
07703	NJ	Fort Monmouth
07712	NJ	Asbury Park
07727	NJ	Farmingdale
07734	NJ	Keansburg
07740	NJ	Long Branch
07820	NJ	Allamuchy
07939	NJ	Lyons
08031	NJ	Bellmawr
08045	NJ	Lawnside
08095	NJ	Winslow
08102	NJ	Camden
08103	NJ	Camden
08104	NJ	Camden
08105	NJ	Camden
08110	NJ	Pennsauken
08217	NJ	Elwood
08224	NJ	New Gretna
08608	NJ	Trenton
08609	NJ	Trenton
08611	NJ	Trenton
08618	NJ	Trenton
08638	NJ	Trenton
08701	NJ	Lakewood
08751	NJ	Seaside Heights
08808	NJ	Broadway
08861	NJ	Perth Amboy
08901	NJ	New Brunswick
10545	NY	Maryknoll
10550	NY	Mount Vernon
10601	NY	White Plains
10701	NY	Yonkers
10703	NY	Yonkers
10705	NY	Yonkers
10801	NY	New Rochelle
10927	NY	Haverstraw
10932	NY	Howells
10940	NY	Middletown
10950	NY	Monroe
10952	NY	Monsey
10963	NY	Otisville
10977	NY	Spring Valley



## 2020 NYC AGENCY RENOVATION PROJECT LABOR AGREEMENT

### PLA Exhibit C - HireNYC Construction Careers

*(August 2020 version)*

Non-exhaustive list of zip codes where at least 15% of the individuals are below the federal poverty rate  
(Zip codes within ~100 mile radius of NYC)

<b>Zip Code</b>	<b>State</b>	<b>City or Town</b>
11096	NY	Inwood
11550	NY	Hempstead
11556	NY	Uniondale
11713	NY	Bellport
11798	NY	Wyandanch
11951	NY	Mastic Beach
11970	NY	South Jamesport
12401	NY	Kingston
12416	NY	Chichester
12419	NY	Cottkill
12427	NY	Elka Park
12428	NY	Ellenville
12432	NY	Glasco
12457	NY	Mount Tremper
12475	NY	Ruby
12489	NY	Wawarsing
12490	NY	West Camp
12491	NY	West Hurley
12516	NY	Copake
12550	NY	Newburgh
12561	NY	New Paltz
12583	NY	Tivoli
12589	NY	Wallkill
12594	NY	Wingdale
12601	NY	Poughkeepsie
12701	NY	Monticello
12725	NY	Claryville
12729	NY	Cuddebackville
12732	NY	Eldred
12733	NY	Fallsburg
12743	NY	Highland Lake
12747	NY	Hurleyville
12749	NY	Kauneonga Lake
12751	NY	Kiamesha Lake
12754	NY	Liberty
12758	NY	Livingston Manor
12759	NY	Loch Sheldrake
12762	NY	Mongaup Valley
12763	NY	Mountain Dale
12779	NY	South Fallsburg
12780	NY	Sparrow Bush
19007	PA	Bristol
19123	PA	Philadelphia
19125	PA	Philadelphia
19134	PA	Philadelphia
19135	PA	Philadelphia
19136	PA	Philadelphia
19137	PA	Philadelphia

Data Source: 2013-2017 American Community Survey 5-year estimates

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**EXHIBIT "D"**  
**MEMORANDUM OF UNDERSTANDING**

**MEMORANDUM OF UNDERSTANDING**, entered into as of \_\_\_\_\_, between the City of New York ("City") with an office located at City Hall, New York, NY 10007, the Building and Construction Trades Council of Greater New York and Vicinity ("BCTC"), on its behalf and on behalf of its affiliated unions, with its principal place of business located at 350 West 31st Street, New York, NY 10001, and the Building Trade Employers' Association of New York City ("BTEA"), on its behalf and on behalf of its affiliated contractors, with its principal place of business located at 1325 Avenue of the Americas, New York, NY 10019.

WHEREAS, since 2009, the City, the BCTC, and the BTEA have entered into Memoranda of Understanding (each an "MOU"), contemporaneous to the City entering to Project Labor Agreements with the BCTC (each a "PLA"), setting goals on new apprenticeship opportunities for graduates of direct entry pre-apprenticeship programs for low-income New Yorkers, minorities, high school students, women, veterans, NYCHA residents, and qualified employees of Minority- and Women-Owned Business Enterprises ("M/WBEs") that become signatory to the union, and have provided increased opportunities for New Yorkers to have access to good union construction careers;

WHEREAS, in 2014, the City and the BCTC entered into an MOU related to the New York City Build It Back Program and committed to encourage contractors and subcontractors to employ Sandy-impacted residents and for the City and the BCTC to work together with community-based organizations to recruit and train New York City residents, with an emphasis on Sandy-impacted low income residents;

WHEREAS, the BCTC and the BTEA committed to: (i) promote the representation of veterans, women, high school graduates of the City's public schools, and New Yorkers in need of economic opportunity in apprenticeship programs jointly sponsored by BCTC unions and BTEA contractors, and (ii) improve workforce training and development for entrance into the construction industry;

WHEREAS, in 2014, the City of New York issued *Career Pathways: One City Working Together*, with a commitment to maximize local job opportunities through the City's contracts, and as such the City is committed to ensuring that low-income New Yorkers have access to the good jobs and careers that are created through the City's capital investments and through this MOU and contemporaneous PLA, the City the BCTC, and with the cooperation of the BTEA contractors can connect low-income New Yorkers to good prevailing wage construction careers;

WHEREAS, through this MOU and contemporaneous PLAs, the City, the BCTC, and the BTEA commit to recruiting in low-income communities, providing opportunities through pre-apprenticeship and apprenticeship programs for access to construction careers, and ensuring residents of low-income communities, including apprentices, are provided opportunities to work on publicly-funded and -assisted construction projects;

WHEREAS, pursuant to Local Law 1 of 2013, the City is also committed to its M/WBE program, and in partnership with the M/WBE Leadership Association seeks to encourage eligible companies to certify as M/WBEs, and provides a wide range of training and technical assistance to build the capacity of its certified companies to bid successfully for the City's contracts and subcontracts;

## 2020 NYC AGENCY RENOVATION PROJECT LABOR AGREEMENT

WHEREAS, an important element in the success of pre-apprenticeship and apprenticeship programs, as well as in creating work opportunities for contractors and sub-contractors in New York City, is the availability of work on publicly funded and assisted projects; and

WHEREAS, the parties to this MOU desire to publicly state their intentions with respect to apprenticeship programs and the creation of contracting and other economic opportunities in the construction industry.

**NOW, THEREFORE**, the City, the BCTC, and the BTEA state as follows:

**1. Scope. This MOU:**

**a. States the intentions of the City, the BCTC, and the BTEA regarding:**

- a. the provision of opportunities in apprenticeship programs jointly sponsored by BCTC unions and BTEA contractors;
- b. the City's application of apprenticeship requirements in City construction contracts from the time of execution through December 31, 2024;
- c. the joint goal of the City, the BCTC, and the BTEA to create employment opportunities, including apprenticeships, in the construction industry; and

**b. Shall terminate on December 31, 2024**

**2.** To facilitate the commitments set forth in this MOU, each Local Union shall designate a HireNYC Construction Careers lead representative to work in partnership with the Mayor's Office of Workforce Development ("WKDEV") to implement these workforce and apprenticeship provisions within the union and across City construction contracts.

**3.** The BCTC and the BTEA shall work collaboratively with the City to reserve at least 500 new apprenticeship positions each calendar year through both the general recruitment and direct entry programs for New York City residents living in zip codes where at least 15% of the individuals in such zip code are below the federal poverty rate and NYCHA residents regardless of zip code.

**4.** The BCTC and BTEA shall work collaboratively with the City to reserve new apprenticeship positions each year for direct entry.

- a.** New York State Department of Labor ("NYSDOL") approved Direct Entry programs may be used by sponsors of Registered Apprenticeship programs as another way to bring apprentices into their programs. It is a tool to help sponsors reach underrepresented populations. Direct Entry provides individuals who successfully complete an apprenticeship preparation program, and who meet the minimum requirements for a NYS Registered Apprenticeship program, with the direct opportunity for an interview with the

## 2020 NYC AGENCY RENOVATION PROJECT LABOR AGREEMENT

sponsor of a program bypassing the general recruitment scheduled for the Apprentices Programs.

5. Apprenticeship programs jointly sponsored by Local Unions and employers affiliated with the BTEA shall, subject to approval by the NYSDOL and to the extent consistent with applicable consent decrees, court orders or similar mandates, reserve up to the following percentages of their new apprenticeships (some apprentices may be counted in more than one category) for direct entry each year:
  - a. 20% for graduates of New York City public high school who have completed pre-apprenticeship training provided by The Edward J. Malloy Initiative for Construction Skills ("C-SKILLS");
  - b. 10% for veterans of the U.S. Armed Forces who are referred by New York City Helmets to Hardhats ("NYC H2H"), provided, however, that any veterans whose qualifications allow them to enter unions as journeypersons shall be counted toward the fulfillment of this percentage;
  - c. 15% for women who have completed pre-apprenticeship training provided by Nontraditional Employment for Women ("NEW");
  - d. 10% for NYCHA and Section 8 residents who have completed pre-apprenticeship training provided by C-SKILLS, NEW, the NYCHA Resident Training Academy ("NRTA"), or Pathways to Apprenticeships ("P2A");
  - e. 10% for justice-involved individuals who have completed pre-apprenticeship training provided by C-SKILLS, NEW, NRTA, or P2A; and
  - f. 5% for qualified employees of certified minority- and women-owned business enterprises and other employers not signatory to collective bargaining agreements of unions affiliated with the BCTC which become signatory to such collective bargaining agreements, provided, however, that any such employees whose qualifications allow them to enter unions as journeypersons shall be counted toward the fulfillment of this percentage.
6. To help reach the goals set forth in paragraph 3, 4, and 5, the City, the BCTC and the BTEA will work cooperatively to identify and pursue appropriate sources of public and private funds and resources, as needed, to provide pre-apprenticeship training scaled to support the goals targeting at least seven hundred (700) pre-apprenticeship positions cumulatively for all above named direct entry programs each year. The City will help coordinate recruitment within the zip codes and target populations identified in paragraphs 3, 4 and 5.
7. The goals in Paragraphs 3, 4, and 5 are aggregate goals for apprenticeship programs jointly sponsored by the Local Unions and BTEA contractors to achieve on an annual basis through their general recruitments and direct entry programs. The City recognizes that different apprenticeship programs face different circumstances and

## 2020 NYC AGENCY RENOVATION PROJECT LABOR AGREEMENT

have varying capacities to meet the percentages set forth in each category; notwithstanding that, the BCTC and the BTEA agree to encourage and support meeting the goals in Paragraphs 3, 4, and 5, and to work with apprenticeship programs jointly sponsored by their affiliated unions and contractors to take affirmative steps to achieve that goal.

8. The City, BCTC, and BTEA acknowledge that on federally funded projects NYCHA, and the City on certain federally funded projects, must comply with Executive Order 11246 and federal regulations contained at 24 CFR Part 135 ("Section 3") regarding efforts to employ residents of NYCHA developments and other Section 3 populations.
9. The City, the BCTC, and the BTEA will jointly seek any necessary waivers from NYSDOL with respect to direct entry goals for the joint apprentice programs, as well as jointly support and encourage 100% participation of all affiliated joint apprentice programs.

### 10. Reporting.

- a. Each Local Union shall provide, or cause to be provided by their Apprentice Directors, copies of the following reports to WKDEV within thirty (30) days of the submission to NYSDOL:
  - i. *Apprentice Training Recruitment Notification and Minimum Qualifications (AT 505)* submissions to NYSDOL;
  - ii. *Apprentice Training Program Affirmative Action Plan (AT 603)* submissions to NYSDOL; and
  - iii. *Apprenticeship Agreement (AT 401)* submissions to NYSDOL.
- b. Pre-apprenticeship programs funded in part by the City will provide quarterly reports, beginning at the end of the first quarter after the first class is held, to the WKDEV with detailed information as required by NYC's Workforce Common Metrics reporting for all individuals trained in all classes.
- c. On an annual basis, beginning on January 1, 2021, the City shall provide an electronic report to the BCTC that contains a list of contracts registered in the previous full fiscal year that were subject to either a City Project Labor Agreement or the Apprenticeship Directive. Such list shall contain the following for each contract:
  - i. contracting agency
  - ii. contract name;
  - iii. prime contractor name;
  - iv. registered dollar amount; and
  - v. date of registration.
- d. Upon mutual agreement, the parties may modify these reporting requirements, as needed.

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11. **City of New York Apprenticeship Directive.** As a means of expanding the pool of work available to apprentices and graduates of state-approved apprenticeship programs providing opportunities to the groups of individuals designated in Paragraphs 3 and 5 above, the City states its intention to implement, as may be amended from time to time, the Directive, attached as Exhibit A. The Directive directs City agencies, for construction contracts where either (i) the cost estimate of the contract exceeds \$3 million, or (ii) the cost estimate of the contract exceeds \$2 million on a project with a cost estimate of at least \$5 million, and for such other contracts as the bidding agency determines to be appropriate, to require the contractor and any of its subcontractors with subcontracts worth at least \$2 million to have apprenticeship agreements appropriate for the type and scope of work to be performed that have been registered with, and approved by, the New York State Commissioner of Labor, and shall have passed any required probationary period and recertification established by the New York State DOL.
  
12. The City shall include a statement concerning the applicability of the Directive in every City Record notice of the solicitation or award of a contract for a public works project. Within five (5) days of the issuance of any waiver from the apprenticeship requirement, the City shall notify the BCTC and the BTEA, in writing or electronically, of the granting of such waiver and the reasons therefore.
  
13. The City, the BCTC, and the BTEA look forward to working together and with the contractor community in a spirit of cooperation and good will toward the goal that all New Yorkers from diverse backgrounds, particularly minorities, women, returning veterans, recent public high school graduates, NYCHA residents, individuals in need of economic opportunity, and justice-involved individuals, are well-prepared for participation in the workforce and can gain access to good careers in the construction industry, in both the private and public sectors.

For the City of New York

By: \_\_\_\_\_  
First Deputy Mayor, Dean Fuleihan

For Building and Construction Trades Council of Greater New York and Vicinity

By: \_\_\_\_\_  
Gary LaBarbera, President

For Building Trades Employers' Association of New York City

By: \_\_\_\_\_  
Louis J. Coletti, President & CEO

**SCHEDULE “B” - DRUG AND ALCOHOL POLICY**

**PREAMBLE**

**WHEREAS**, [CONSTRUCTION MANAGER] (“Construction Manager”), for the construction project located at [PROJECT ADDRESS] (“Project”) desires to provide for a safe, drug and alcohol-free work site for the Project;

**WHEREAS**, the parties have entered into a separate Project Labor Agreement for the Project and have agreed to negotiate in good faith a Project Drug & Alcohol Testing Policy;

**WHEREAS**, this Testing Policy is collectively negotiated between the Construction Manager and the New York City Building and Construction Trades Council (“Council”) (the Construction Manager and BCTC are collectively referred to hereafter as the “Parties”);

**WHEREAS**, the Parties each currently have respective drug and alcohol policies, including the Projects' Zero-Tolerance policy;

**WHEREAS**, the Parties desire to maximize project safety conditions for the Project personnel and public, as well as deter violations of the Parties' respective drug and alcohol policies;

**NOW, THEREFORE**, the Parties agree to this Policy as of the date hereof,

**ARTICLE 1 - PARTIES**

This Drug & Alcohol Testing Policy (“Policy”) is hereby established by the Construction Manager and the Council, on behalf of itself and its affiliated local union members, and the signatory local unions on behalf of themselves and their members.

**ARTICLE 2-GENERAL CONDITIONS**

**SECTION 2.1 - SUMMARY**

In order to reinforce the Parties' respective drug and alcohol policies, including the Projects' zero tolerance policy regarding the prohibition of the use of drugs and alcohol, and to deter Project personnel from violating those policies, the Parties agree that all Project Personnel (defined later) will be required to submit to drug and/or alcohol testing randomly, post-accident, and for reasonable suspicion.

Any individual on site that violates this Policy is subject to disciplinary action, including, without limitation, loss of site access privileges.

**SECTION 2.2 - REVOCATION OF PROJECT ACCESS PRIVILEGES**

Any one of the following occurrences will result in the immediate revocation of a Project Personnel's project access privileges:

1. An individual is found selling or using drugs or alcohol, or otherwise is under the influence of drugs or alcohol, subject to the other terms of this Policy, on a Project Site;
2. An individual has been convicted under any criminal drug or alcohol

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statute for a violation occurring in the workplace within the past two years;

3. An individual who refuses to abide by the Projects' drug and alcohol policy, or refuses to submit to a test in accordance with this Policy;
4. An individual who switches, adulterates, or in any way tampers with a specimen required to be submitted in accordance with this Policy.

### **SECTION 2.3 - DEFINITIONS**

Confirmed Positive Test: The presence of drugs, drug metabolites, or alcohol in a person's body that equals or exceeds the established cut off levels as defined in Exhibit 1. For drugs, the sample will have undergone Laboratory screening and confirmation testing and must have been verified as positive by a Medical Review Officer. A positive test result for alcohol obtained through Evidential Breath Testing is considered a Confirmed Positive Test.

Employee Assistance Program (EAP): An EAP is generally considered a workplace-based, confidential program designed to help employees deal effectively with a variety of personal problems, and, of relevance to this policy, substance abuse problems. The EAP promotes assessments and short-term counseling. An EAP shall also include any similar education or rehabilitation program provided by the Councilor its respective members. The Project Personnel that are required to participate in the EAP shall be responsible for the cost of their consultation with an EAP and/or participation in any education or rehabilitation program.

Evidential Breath Testing Device (EBT): A device that is used to measure alcohol in the breath and which meets National Highway Traffic Safety Administration's specifications for precision and accuracy.

Laboratory: A laboratory that is SAMHSA (Substance Abuse and Mental Health Services Administration) certified for the testing of drugs.

Medical Review Officer (MRO): A licensed physician responsible for receiving laboratory results generated by an employer's drug testing plan who has knowledge of substance abuse disorders and medical training to interpret and evaluate a donor's confirmed positive test result together with his/her medical history and all other relevant information.

Previous Worker: All individuals whose employment relationship with the contractor, company or organization no longer exists.

Project Site: The construction area for respective Project.

Reasonable Suspicion: When a qualified trade contractor, the Developer or Construction Manager as set forth in Section 3.7, reasonably believes that an individual has violated this Policy. Reasonable suspicion is based upon (1) specific, current, behavioral or performance indicators, (2) the possible manufacture, distribution, consumption or possession of unauthorized drugs, drug paraphernalia, or alcohol, or (3) documented investigation by an agency retained by, or otherwise independent from, the Developer or Construction Manager.

### **SECTION 2.4 - INCLUDED SUBJECTS**

This Policy shall cover all employees of the Owner, Construction Manager and Project



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trade contractors, their subcontractors and any other of their respective personnel at any level that are performing any activity at a Project Site, inclusive of managers, superintendents and supervisors, except as specifically excluded by Section 2.5 of this Policy (collectively and singularly, "Project Personnel").

### **SECTION 2.5 - EXCLUDED SUBJECTS**

The following persons are not subject to the provisions of this Policy:

- A. Employees and entities engaged in off-site manufacture, modifications, repair, maintenance, assembly, painting, handling or fabrication of components, materials, equipment or machinery;
- B. Vendors and employees of vendors engaged on a Project Site in equipment testing, inspection, training, warranty work, or engaged in corrections of defective or nonconforming work, unless such employees are expressly included in the bargaining unit of a local signatory to this Agreement;
- C. Employees engaged in ancillary work on a Project which is performed by third parties, such as electric utilities, gas utilities, telephone companies, and railroads, or any other work not constituting Project work;
- D. Employees of any governmental authority (state, local or otherwise);
- E. Employees and contractors engaged in work on the Project Site as part of due diligence or monitoring, which work is ancillary to Project work; and
- F. Emergency responders.

### **SECTION 2.6 - PRESCRIPTION AND NON-PRESCRIPTION DRUGS**

The use of prescription drugs not prescribed directly to Project Personnel is prohibited, including the use of drugs prescribed to a spouse or domestic partner. The use of non-prescription drugs that are sold outside the United States and that contain substances that are illegal or require a prescription in the United States are prohibited, unless prescribed by a licensed physician.

### **SECTION 2.7 - SEARCHES**

In order for the Construction Manager to ensure the safety of Project Personnel and for the Construction Manager to protect its assets, the Construction Manager shall have the right upon good cause (such as reasonable suspicion of a violation of this Policy) to conduct reasonable searches for alcohol, drugs and related paraphernalia anywhere within the boundaries of a Project Site. A search may include any assets owned or leased by any Project Personnel that is on a Project Site, including without limitation, vehicles, lockers, gang boxes, desks and personal property brought onto a Project Site, but excluding personal body searches or physical contact with employees.

## **ARTICLE 3 - DRUG & ALCOHOL TESTING**

### **SECTION 3.1 - COLLECTION PROCESS**

As of the execution date of this PLA, Project Personnel may be required to submit urine samples ("Preliminary Drug Screening") for the purpose of detecting the presence of drugs as part of the random, post-accident or reasonable suspicion testing, in accordance with

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chain of custody protocols as established by Substance Abuse and Mental Health Services Administration (SAMHSA), utilizing an instant result test cup for Preliminary Drug Screenings, such testing is to be performed on-site by an independent service provider. The results from the instant result test cup will be considered preliminary. The sample will be sent to a SAMHSA certified testing laboratory for confirmation.

As of the date hereof, all Project Personnel will be required to submit to an Evidential Breath Test (EBT) for the purpose of detecting the presence of alcohol when submitting to random, post-accident or reasonable suspicion testing. Alcohol testing will not be conducted for pre-access testing.

### **SECTION 3.2 - NEGATIVE PRELIMINARY DRUG SCREENING**

Project Personnel with a negative Preliminary Drug Screening will be considered conditionally accepted for Project site access, pending confirming laboratory results. Site access privileges will be revoked if the subsequent laboratory results determine that the sample has tested positive for drugs or that the sample has been adulterated.

### **SECTION 3.3 POSITIVE PRELIMINARY DRUG SCREENING**

If the Preliminary Drug Screening indicates a positive result, the individual will not be allowed access to the Project Site. The sample will be sent to the certified laboratory for analysis and, if applicable, reviewed by the Medical Review Officer (MRO). If the laboratory confirmation results are also positive, the individual will be considered in violation of this Policy and their site access will be revoked for at least 30 days. If the laboratory confirmation results are negative, the Project Personnel's site access will not be revoked.

### **SECTION 3.4 CONFIRMED POSITIVE TEST RESULTS**

#### **A. POSITIVE DRUG TEST**

A drug test is considered positive if the test results exceed the limits shown in Exhibit 1, which is attached hereto and incorporated herein by reference. The test will be confirmed through a second analysis process and reviewed by an MRO before results are reported. Project Personnel with confirmed positive drug test results will have their site access revoked. In case of a "false positive" result, any such Personnel shall be entitled to the reimbursement of any wages lost during the suspension caused by any such false positive result.

#### **B. POSITIVE EBT**

An EBT is considered positive if the test results exceed .04 BrAC, or as otherwise set forth in Exhibit 1. Project Personnel with a positive alcohol test result will be subject to the remedies set forth in Exhibit 1.

#### **C. REINSTATEMENT OF SITE ACCESS PRIVILEGES**

(a) Subject to section 3.4(C)(a) immediately below, if the site access of a Project Personnel has been revoked pursuant to this Policy, then any such person may request that their site access be reinstated after 30 days, provided that all of the following conditions are met to the reasonable satisfaction of the Construction Manager. :

1. The individual has provided proof of wellness from an accredited rehabilitation

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facility or has provided proof that treatment isn't needed as attested to by a licensed health care provider specializing in the diagnosis and treatment of alcohol and drug abuse.

2. A current drug and alcohol test is obtained within three (3) days of the request for re-access to the site and proof of a negative test result has been received; and
3. The individual agrees to submit to multiple testing for two (2) full years from the date of gaining re-access to the project, the scheduling of which will be determined at the sole discretion of the Construction Manager. If all of these conditions have been met, the Construction Manager agrees that it will not unreasonably withhold their consent to any such request.

(b) Unlawful possession, concealment, use, purchase, sale, manufacture, dispensation or distribution of illegal drugs or un-prescribed controlled substances on the Project site will subject the Project Personnel Employee to immediate removal from the Project site and shall bar such Project Personnel Employee from returning for a minimum of three (3) months, which return shall, in any event, be subject to the reasonable approval by Construction Manager.

(c) All of the Parties agree that any such Project Personnel will only be entitled to any such reinstatement of site access privileges one time and that any subsequent violation of this Policy will result in the permanent termination of access to the Project Site.

### **SECTION 3.5 - RANDOM TESTING**

A third-party provider designated by the Construction Manager will randomly select by an objective criteria a testing pool for random drug and/or alcohol testing from all Project Personnel with site access cards. Any individual selected for a random drug and/or alcohol test will be required to submit to an Evidential Breath Test (EBT) and/or drug test. Individuals may be tested more than once during any given time period. The Parties acknowledge and agree that an EBT may be required without a drug test and that a drug test may be required without an EBT, as solely determined by the Construction Manager.

If an individual is unable to attend the first scheduled random drug test as a result of being involved in a work-related task, such drug test will be rescheduled and will be completed at or before the conclusion of such employee's then current work shift. If the second drug test is missed for any reason, the incident will be reviewed by the Construction Manager, who shall have the right to terminate the site access privileges of any such Project Personnel until such time as that Project Personnel has complied with this Policy. If the individual refuses to take the test, their access privileges will be immediately terminated for cause.

### **SECTION 3.6 - POST ACCIDENT TESTING**

After each work-related incident or injury requiring the services of a licensed health care provider, all Project Personnel involved with the incident will be required to submit to a drug and/or alcohol test immediately following the incident. In instances where emergency care is necessary, the drug and/or alcohol test shall be obtained by the care facility, if possible, within 24 hours after treatment is rendered. If more than 48 hours have passed before an injury is reported and treated by a licensed health care provider, an alcohol test will not be required.

In addition, any Project Personnel involved in a non-injury related incident at a Project Site

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with damages at or in excess of \$200 will be required to submit to a drug and/or alcohol test unless:

- A. It is determined, after conducting an investigation and interviewing all employees involved and any witnesses, that the employee's performance can be completely discounted as a contributing factor to the incident; or
- B. It is determined, after conducting an incident investigation and interviewing all employees and any witnesses that the incident was caused by inadequate equipment or system design, and/or premature failure of equipment or system components.

### **SECTION 3.7 - REASONABLE SUSPICION TESTING**

All Project Personnel will be required to submit to a drug and/or alcohol test when there is reasonable suspicion the individual has violated this policy.

Reasonable suspicion includes, without limitation, the following:

- A. Violent or irrational behavior;
- B. Emotional or physical unsteadiness;
- C. Sensory or motor-skill malfunctions;
- D. Slurred speech;
- E. The odor of alcohol or drugs on clothing or breath in conjunction with other indicators;
- F. Possession of alcohol, unauthorized drugs or drug paraphernalia; or
- G. Documented evidence of an independent investigation regarding Project Personnel's consumption of what is reasonably believed to be an alcoholic beverage or drugs in violation of the Project's policies and/or this Policy.

Reasonable suspicion testing may only be ordered by supervisory personnel that: (a) have been trained to recognize the above referenced factors; or (b) have received credible documentary evidence from an independent investigator that a Project Personnel has violated a drug and/or alcohol policy. It is agreed that any certified training program shall satisfy the training requirement.

### **SECTION 3.8 - PRIVACY CONSIDERATIONS**

The Parties agree to use reasonable efforts to conduct any testing pursuant to this Policy in accordance with the privacy concerns of Project Personnel. To address these concerns, the Parties agree that:

1. The testing station(s) shall be screened off, or otherwise closed off from public view.
2. All documents and information regarding the testing, including test results, shall be maintained by the respective custodian(s) of record in accordance with their respective privacy policies, which any Project Personnel shall be entitled to review upon timely request.

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- 3. The Parties agree to make a good faith effort to resolve any other privacy concern of Project Personnel regarding this Policy, provided that any such concerns do not interfere with the purpose of this Policy.

**ARTICLE 4 – GRIEVANCE**

**SECTION 4.1 - REPRESENTED WORKERS**

Nothing in this Policy shall restrict a member of a signatory local union from filing a grievance in accordance with the member's collective bargaining agreement or a Project Labor Agreement, provided that the grievance shall be limited to whether the removal of a member for violation of this Policy was conducted in compliance with the terms and conditions set forth herein.

**SECTION 4.2 - HOLD HARMLESS**

The Construction Manager agrees to hold harmless and indemnify the Union/Council and its representatives from any liability that may be incurred as a result of the Company’s Drug and Alcohol Policy to the extent caused by the negligence or intentional misconduct of the Construction Manager.

**IN WITNESS WHEREOF** the parties have agreed to this Policy as of \_\_\_\_\_, 20\_\_.

FOR [CONSTRUCTION MANAGER]

By: \_\_\_\_\_

Name: [INSERT NAME]\_\_\_\_\_

Title: [INSERT TITLE]\_\_\_\_\_

FOR GREATER NEW YORK CITY BUILDING TRADES COUNCIL

By: \_\_\_\_\_

Name: Gary LaBarbera \_\_\_\_\_

Title: President

**EXHIBIT 1**

**CLASS OF DRUGS TESTED AND THEIR RESPECTIVE CUT-OFF LIMITS**

The cut-off limits established are those recommended by the U.S. Department of Health and Human Services in their mandatory Guidelines for Federal Workplace Drug Testing Programs.

<u>Drug Class</u>	<u>Screening Cut-Off Limit (ng/ml)</u>	<u>Confirmation Cut-off Limit (ng/ml)</u>
Amphetamines	1000	500
Benzoylcegonine (Cocaine Metabolite)	300	150
Cannabinoids (THC)	50	15
*Opiates	2000	10
Phencyclidine (PCP)	25	25

Confirmation screening is done by means of GC/MS analysis.

\*The GC/MS confirmation for opiates will be for both codeine and morphine separately. If morphine is equal to or greater than 2,000ng/ml then the GC/MS confirmation analysis for 6- acetylmorphine (6-MAM) is at a cut-off level of 10ng/ml.

Alcohol Screening

All Project Personnel will be required to submit to an EBT under the random, post-accident, and reasonable suspicion test arenas, for the purpose of detecting presence of alcohol. If this test supports a positive result for presence of alcohol, the Project Personnel will be considered in violation of this Policy.

If the results of the EBT are:

1. Above 0.001 BrAC, but at or below 0.020 BrAC, a second test will be conducted within approximately 15 minutes.
  - If the second BrAC test is less than the first BrAC, the results will be deemed negative and the Project Personnel may return to work, if there are no other outstanding issues.
  - If the second BrAC is increasing, but below 0.04 BrAC, the results will be deemed negative, but the Project Personnel will be sent home for the day and the Construction Manager shall be notified. If a Project Personnel is sent home two times within a six-month period pursuant to this Section I, then any such Project Personnel shall be deemed to have tested positive and will be subject to the applicable remedies set forth in Section 2 below.
2. Above 0.02 BrAC, but below 0.06 BrAC, a second test will be conducted after approximately 15 minutes.

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- Notwithstanding anything set forth above to the contrary, a Project Personnel may elect to voluntarily go home for the day instead of taking a second test and the results will be deemed negative, provided that any such Project Personnel may not voluntarily go home more than once within a twelve month period.
  - If the second BrAC test is at or below 0.02 BrAC, the results will be deemed negative and the Project Personnel may return to work if there are no other outstanding issues.
  - If the second BrAC test is above 0.020, but below 0.06, the results will be deemed positive, the Project Personnel will be sent home for the day and their site access will be revoked for at least five [5] calendar days and until such time as the Project Personnel has been evaluated by an EAP professional skilled in substance abuse and confirmed fit for duty.
  - Any Project Personnel who is deemed positive two times within two years pursuant to this Section 2 will have their site access privileges terminated and will be entitled to the limited relief set forth in Section 3 .4( c) of the Policy.
3. At or above .06 BrAC, the Project Personnel will have their site access privileges terminated, after which they will be entitled to the limited relief set forth in Section 3.4(C) of the Policy.

**CITY OF NEW YORK**  
**DEPARTMENT OF DESIGN AND CONSTRUCTION**  
**INFORMATION FOR BIDDERS**  
**December 2021**



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

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1. Description and Location of Work

The description and location of the work for which bids are requested are specified in the PASSPort RFX field "Description".

2. Time and Place for Receipt of Bids

Sealed bids shall be received on or before the date and hour specified in the PASSPort RFX, at which time they will be publicly opened and read aloud in the presence of the Commissioner or the Commissioner's or her representative, and any bidders who may desire to be present.

3. Definitions

The definitions set forth in the Procurement Policy Board Rules shall apply to this Invitation For Bids.

4. Invitation For Bids and Contract Documents

(A)  Except for titles, sub-titles, headings, running headlines, tables of contents and indices (all of which are printed herein merely for convenience) the following, except for such portions thereof as may be specifically excluded, shall be deemed to be part of the Contract and the Invitation for Bids.

(1)  All provisions required by law to be inserted in this Contract, whether actually inserted or not

(2)  The Contract Drawings and Specifications

(3)  The General Conditions, the General Requirements and the Special Conditions, if any

(4)  The Contract

(5)  The Information for Bidders; Request for Proposals; Notice of Solicitation and Proposal For Bids; Bid or Proposal, and the Bid Booklet

(6)  The Budget Director's Certificate; all Addenda issued prior to the receipt of the bids; the Notice of Award; Performance and Payment Bonds, if required; and the Notice to Proceed with the Work.

(B)  For particulars as to this procurement, including quantity and quality of the purchase, extent of the work or labor to be performed, delivery and performance schedule, and any other special instructions, prospective bidders are referred to the Invitation For Bids Documents. A copy of such documents can be obtained in the PASSPort RFX.

5. Pre-Bid Conference

A pre-bid conference shall be held as set forth in the PASSPort RFX. Nothing stated at the pre-bid conference shall change the terms or conditions of the Invitation For Bids Documents, unless a change is made by written amendment as provided in Section 9 below. Failure to attend a mandatory pre-bid conference shall constitute grounds for the rejection of the bid.

6. Agency Contact

Any questions or correspondence relating to this bid solicitation shall be addressed to the Agency Contact person specified in the PASSPort RFX.

7. Bidder's Oath

(A)  The bid shall be properly signed by an authorized representative of the bidder and the bid shall be verified by the written oath of the authorized representative who signed the bid, that the several matters stated and information furnished therein are in all aspects true.

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

8.  Examination and Viewing of Site, Consideration of Other Sources of Information and Changed Conditions

- (A)  Pre-Bidding (Investigation) Viewing of Site - Bidders must carefully view and examine the site of the proposed work, as well as its adjacent area, and seek other usual sources of information, for they will be conclusively presumed to have full knowledge of any and all conditions on, about or above the site relating to or affecting in any way the performance of the work to be done under the Contract which were or should have been indicated to a reasonably prudent bidder. To arrange a date for visiting the work site, bidders are to contact the Agency Contact person specified in The PASSPort RFx.
- (B)  Should the contractor encounter during the progress of the work subsurface conditions at the site materially differing from any shown on the Contract Drawings or indicated in the Specifications or such subsurface conditions as could not reasonably have been anticipated by the contractor and were not anticipated by the City, which conditions will materially affect the cost of the work to be done under the Contract, the attention of the Commissioner must be called immediately to such conditions before they are disturbed. The Commissioner shall thereupon promptly investigate the conditions. If the Commissioner finds that they do so materially differ, or that they could not reasonably have been anticipated by the contractor and were not anticipated by the City, the Contract may be modified with the Commissioner's written approval.

9.  Examination of Proposed Contract

- (A)  Request for Interpretation or Correction: Prospective bidders must examine the Contract Documents carefully and before bidding must request the Commissioner in writing for an interpretation or correction of every patent ambiguity, inconsistency or error therein which should have been discovered by a reasonably prudent bidder. Such interpretation or correction, as well as any additional contract provisions the Commissioner may decide to include, will be issued in writing by the Commissioner as an addendum to the Contract, which will be transmitted to each person recorded as having received a copy of the Contract Documents from the Department. Transmission of such addendum will be by mail, e-mail, facsimile or hand delivery. Such addendum will also be posted at the place where the Contract Documents are available for the inspection of prospective bidders. Upon transmission as provided for herein, such addendum shall become a part of the Contract Documents, and binding on all bidders, whether or not actual notice of such addendum is shown.
- (B)  Only Commissioner's Interpretation or Correction Binding: Only the written interpretation or correction so given by the Commissioner shall be binding, and prospective bidders are warned that no other officer, agent or employee of the City is authorized to give information concerning, or to explain or interpret, the Contract.
- (C)  Documents given to a subcontractor for the purpose of soliciting the subcontractor's bid shall include either a copy of the bid cover sheet or a separate information sheet setting forth the project name, the Contract number (if available), the contracting agency and the Project's location.

10.  Form of Bid

Each bid must be submitted upon the prescribed form and must contain: a) the name, residence and place of business of the person or persons making the same; b) the names of all persons interested therein, and if no other person is so interested, such fact must be distinctly stated; c) a statement to the effect that it is made without any connection with any other person making a bid for the same purpose and that it is in all respects fair and without collusion or fraud; d) a statement that no Council member or other officer or employee or person whose salary is payable in whole or part from the City Treasury is directly or indirectly interested therein or in the supplies, materials or equipment and work or labor to which it relates, or in any portion of the profits thereof; e) a statement that the bidder is not in arrears to the City or to any agency upon a debt or contract or taxes, and is not a defaulter as surety or otherwise upon any obligation to the City to any agency thereof, except as set forth in the bid.

THE BID SHALL BE TYPEWRITTEN OR WRITTEN LEGIBLY IN INK. THE BID SHALL BE SIGNED IN INK. ERASURES OR ALTERATIONS SHALL BE INITIALED BY THE SIGNER IN INK. FAILURE TO CONFORM TO THE REQUIREMENTS OF THIS SECTION 10 SHALL RESULT IN THE REJECTION OF THE BID.

11. Irrevocability of Bid

The prices set forth in the bid cannot be revoked and shall be effective until the award of the Contract, unless the bid is withdrawn as provided for in Sections 15 and 18 below.

12. Acknowledgment of Amendments

The receipt of any amendment to the Contract Documents shall be acknowledged by the bidder in its bid submission.

13. Bid Samples and Descriptive Literature

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

14. Proprietary Information/Trade Secrets

- (A)  The bidder shall identify those portions of the bid which it deems to be confidential, proprietary information or trade secrets, and provide justification why such materials shall not be disclosed by the City. All such materials shall be clearly indicated by stamping the pages on which such information appears, at the top and bottom thereof with the word "Confidential". Such materials stamped "Confidential" must be easily separable from the non-confidential sections of the bid.
- (B)  All such materials so indicated shall be reviewed by the Agency and any decision not to honor a request for confidentiality shall be communicated in writing to the bidder. For those bids which are unsuccessful, all such confidential materials shall be returned to the bidder. Prices, makes and model or catalog numbers of the items offered, deliveries, and terms of payment shall be publicly available after bid opening, regardless of any designation of confidentiality made by the bidder.

15. Pre-Opening Modification or Withdrawal of Bids

Bids may be modified or withdrawn by written notice received in the office designated in the PASSPort RFx, before the time and date set for the bid opening. If a bid is withdrawn in accordance with this Section, the bid security, if any, shall be returned to the bidder.

16. Bid Evaluation and Award

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

**Restriction:** No negotiations with any bidder shall be allowed to take place except under the circumstances and in the manner set forth in Section 21. Nothing in this Section shall be deemed to permit a contract award to a bidder submitting a higher quality item than that designated in the Invitation For Bids, if that bid is not also the most favorable bid.

17. Late Bids, Late Withdrawals and Late Modifications

Any bid received at the place designated in the solicitation after the time and date set for receipt of bids is late and shall not be considered. Any request for withdrawal or modification received at the place designated in the solicitation after the time and date set for receipt of bids is late and shall not be considered. The exception to this provision is that a late modification of a successful bid that makes the bid terms more favorable to the City shall be considered at any time it is received.

18. Withdrawal of Bids.

Except as provided for in Section 15, above, a bidder may not withdraw its bid before the expiration of forty-five (45) days after the date of the opening of bids; thereafter, a bidder may withdraw its bid only in writing and in advance of an actual award. If within sixty (60) days after the execution of the Contract, the Commissioner fails to fix the date

for commencement of work by written notice to the bidder, the bidder at the bidder's option, may ask to be relieved of the bidder's obligation to perform the work called for by written notice to the Commissioner. If such notice is given to the Commissioner, and the request to withdraw is granted, the bidder waives all claims in connection with this Contract.

**19. Mistake in Bids**

(A) Mistake Discovered Before Bid Opening: A bidder may correct mistakes discovered before the time and date set for bid opening by withdrawing or correcting the bid as provided in Section 15 above.

(B) Mistakes Discovered Before Award

(1)  In accordance with General Municipal Law (Section 103, subdivision 11), where a unilateral error or mistake is discovered in a bid, such bid may be withdrawn upon written approval of the Agency Chief Contracting Officer if the following conditions are met:

(a)  The mistake is known or made known to the agency prior to the awarding of the Contract or within 3 days after the opening of the bid, whichever period is shorter; and

(b)  The price bid was based upon an error of such magnitude that enforcement would be unconscionable; and

(c)  The bid was submitted in good faith and the bidder submits credible evidence that the mistake was a clerical error as opposed to a judgment error; and

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

(e)  It is possible to place the agency in the same position as existed prior to the bid.

(2)  Unless otherwise required by law, the sole remedy for a bid mistake in accordance with this Article shall be withdrawal of the bid, and the return of the bid bond or other security, if any, to the bidder. Thereafter, the agency may, in its discretion, award the Contract to the next lowest bidder or rebid the Contract. Any amendment to or reformation of a bid or a Contract to rectify such an error or mistake therein is strictly prohibited.

(3)  If the mistake and the intended correct bid are clearly evident on the face of the bid document, the bid shall be corrected to the intended correct bid and may not be withdrawn. Examples of mistakes that may be corrected are typographical errors, errors in extending unit prices, transposition errors and arithmetical errors.

**20. Low Tie Bids**

(A)  When two or more low responsive bids from responsible bidders are identical in price, meeting all the requirements and criteria set forth in the Invitation For Bids, the Agency Chief Contracting Officer will break the tie in the following manner and order of priority:

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

(2)  Award to a New York City bidder;

(3)  Award to a certified New York State small, minority or woman-owned business bidder;

(4)  Award to a New York State bidder.

(B)  If two or more bidders still remain equally eligible after application of paragraph (A) above, award shall be made by a drawing by lot limited to those bidders. The bidders involved shall be invited to attend the drawing. A witness shall be present to verify the drawing and shall certify the results on the bid tabulation sheet.

**21. Rejection of Bids**

(A) Rejection of Individual Bids: The Agency may reject a bid if:

- (1)  The bidder fails to furnish any of the information required pursuant to Section 24 or 28 hereof; or if
- (2)  The bidder is determined to be not responsible pursuant to the Procurement Policy Board Rules; or if
- (3)  The bid is determined to be non-responsive pursuant to the Procurement Policy Board Rules; or if
- (4)  The bid, in the opinion of the Agency Chief Contracting Officer, contains unbalanced bid prices and is thus non-responsive, unless the bidder can show that the prices are not unbalanced for the probable required quantity of items, or if the imbalance is corrected pursuant to Section 15.

(B) Rejection of All Bids: The Agency, upon written approval by the Agency Chief Contracting Officer, may reject all bids and may elect to resolicit bids if in its sole opinion it shall deem it in the best interest of the City so to do.

(C) Rejection of All Bids and Negotiation With All Responsible Bidders: The Agency Head may determine that it is appropriate to cancel the Invitation For Bids after bid opening and before award and to complete the acquisition by negotiation. This determination shall be based on one of the following reasons:

- (1)  All otherwise acceptable bids received are at unreasonable prices, or only one bid is received and the Agency Chief Contracting Officer cannot determine the reasonableness of the bid price, or no responsive bid has been received from a responsible bidder; or
- (2)  In the judgment of the Agency Chief Contracting Officer, the bids were not independently arrived at in open competition, were collusive, or were submitted in bad faith.

(B) When the Agency has determined that the Invitation for Bids is to be canceled and that use of negotiation is appropriate to complete the acquisition, the contracting officer may negotiate and award the Contract without issuing a new solicitation, subject to the following conditions:

- (1)  prior notice of the intention to negotiate and a reasonable opportunity to negotiate have been given by the contracting officer to each responsible bidder that submitted a bid in response to the Invitation for Bids;
- (2)  the negotiated price is the lowest negotiated price offered by a responsible bidder; and
- (3)  the negotiated price is lower than the lowest rejected bid price of a responsible bidder that submitted a bid in response to the Invitation for Bids.

**22. Right to Appeal Determinations of Non-Responsiveness or Non-Responsibility and Right to Protest Solicitations and Award**

The bidder has the right to appeal a determination of non-responsiveness or non-responsibility and has the right to protest a solicitation and award. For further information concerning these rights, the bidder is directed to the Procurement Policy Board Rules.

**23. Affirmative Action and Equal Employment Opportunity**

This Invitation For Bids is subject to applicable provisions of Federal, State and Local Laws and executive orders requiring affirmative action and equal employment opportunity.

**24. PASSPort COMPLIANCE**

All vendors that intend to do business with the City of New York must complete a disclosure process in order to be considered for a contract. This disclosure process was formerly completed using Vendor Information Exchange System (VENDEX) paper-based forms. The City of New York has moved collection of vendor disclosure information online. In early August 2017, the New York City Mayor's Office of Contract Services (MOCS) launched the Procurement and Sourcing Solutions Portal (PASSPort), a new online procurement system that replaced the paper-VENDEX process. In anticipation of awards, all bidders must create online accounts in the new PASSPort system, and



file all disclosure information using PASSPort. Paper submissions, including certifications of no changes to existing VENDEX packages, will not be accepted in lieu of complete online filings using PASSPort.

All vendors that intend to do business with the City, but specifically those that fall into any of the following categories, are required to enroll:

- Have a pending award with a City Agency; or
- Hold a current contract with a City Agency and have either an expiring VENDEX or expiring Certificate of No Change.

The Department of Design and Construction (DDC) and MOCS hereby notifies all proposers that the PASSPort system is available, and that disclosure filing completion is required prior to any award through this competitive bid.

To enroll in PASSPort and to access the PASSPort website (including online training), please visit [www.nyc.gov/passport](http://www.nyc.gov/passport). Contact MOCS at [passport@mocs.nyc.gov](mailto:passport@mocs.nyc.gov) for additional information and technical support.

#### 25. Complaints About the Bid Process

The New York City Comptroller is charged with the audit of contracts in New York City. Any vendor who believes that there has been unfairness, favoritism or impropriety in the bid process should inform the Comptroller, Office of Contract Administration, One Centre Street, Room 835, New York, New York; telephone number (212)669-2323.

#### 26. Bid, Performance and Payment Security

(A)  Bid Security: Each bid must be accompanied by bid security in an amount and type specified in the PASSPort RFX questionnaire. The bid security shall assure the City of New York of the adherence of the bidder to its proposal, the execution of the Contract, and the furnishing of Performance and Payment Bonds by the bidder, if required in the PASSPort RFX. Bid security shall be returned to the bidder as follows:

- (1)  Within ten (10) days after the bid opening, the Comptroller will be notified to return the deposits of all but the three (3) lowest bidders. Within five (5) days after the award, the Comptroller will be notified to return the deposits of the remaining two unsuccessful bidders.
- (2)  Within five (5) days after the execution of the Contract and acceptance of the Contractor's bonds, the Comptroller will be notified to return the bid security of the successful bidder or, if performance and payment bonds are not required, only after the sum retained under Article 21 of the Contract equals the amount of the bid security.
- (3)  Where all bids are rejected, the Comptroller will be notified to return the deposit of the three (3) lowest bidders at the time of rejection.

(B)  Performance and Payment Security: Performance and Payment Security must be provided in an amount and type specified in the PASSPort RFX. The performance and payment security shall be delivered by the contractor prior to or at the time of execution of the Contract. If a contractor fails to deliver the required performance and payment security, its bid security shall be enforced, and an award of Contract may be made to the next lowest responsible and responsive bidder, or the contract may be rebid.

(C)  Acceptable Types of Security: Acceptable types of security for bids, performance, and payment shall be limited to the following:

- (1)  a one-time bond in a form satisfactory to the City;
- (2)  a bank certified check or money order;
- (3)  obligations of the City of New York; or
- (4)  other financial instruments as determined by the Office of Construction in consultation with the Comptroller.

Whenever the successful bidder deposits obligations of the City of New York as performance and payment security, the Comptroller may sell and use the proceeds thereof for any purpose for which the principal or

surety on such bond would be liable under the terms of the Contract. If the money is deposited with the Comptroller, the successful bidder shall not be entitled to receive interest on such money from the City.

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

The bidder is advised that submission of a bid bond where the surety on such bond fails to meet the criteria set forth herein, shall result in the rejection of the bid as non-responsive.

The Department of the Treasury of the United States advises that information concerning approved surety companies may be obtained as follows: (1) from the Government Printing Office at 215-364-6465; (2) through the Internet at <https://www.fiscal.treasury.gov/surety-bonds/>.

- (E)  **Power of Attorney:** Attorneys in fact who sign bid, performance, or payment bonds must file with each bond a certified copy of their power of attorney to sign said bonds.

#### 27. Failure to Execute Contract

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

#### 28. Bidder Responsibilities and Qualifications

- (A)  Bidders must include with their bids all information necessary for a determination of bidder responsibility, as set forth in the Specifications.
- (B)  The Agency may require any bidder or prospective bidder to furnish all books of account, records, vouchers, statements or other information concerning the bidder's financial status for examination as may be required by the Agency to ascertain the bidder's responsibility and capability to perform the Contract. If required, a bidder must also submit a sworn statement setting forth such information as the Agency may require concerning present and proposed plant and equipment, the personnel and qualifications of the bidder's working organizations, prior experience and performance record.
- (C)  **Oral Examination on Qualifications:** In addition thereto, and when directed by the Agency, the bidder, or a responsible officer, agent or employee of the bidder, must submit to an oral examination to be conducted by the Agency in relation to the bidder's proposed tentative plan and schedule of operations, and such other matters as the Agency may deem necessary in order to determine the bidder's ability and responsibility to perform the work in accordance with the Contract. Each person so examined must sign and verify a stenographic transcript of such examination noting thereon such corrections as such person may desire to make.
- (D)  If the bidder fails or refuses to supply any of the documents or information set forth in paragraph (B) hereof or fails to comply with any of the requirements thereof, the Agency may reject the bid.

#### 29. Employment Report

In accordance with Executive Order No. 50 (1980) as modified by Executive Order 108 (1986), the filing of a

completed Employment Report (ER) is a requirement of doing business with the City of New York for construction contractors with contracts of \$1,000,000 or more and subcontractors with construction subcontracts of \$750,000 or more. The required forms and information are included in the PASSPort Vendor Profile.

**30.  Labor Law Requirements**

- (A)  General: The successful bidder will be required to comply strictly with all Federal, State and local labor laws and regulations.
- (B)  New York State Labor Law: This Contract is subject to New York State Labor Law Section 220, which requires that construction workers on the site be paid prevailing wages and supplements. The Contractor is reminded that all wage provisions of this Contract will be enforced strictly and failure to comply will be considered when evaluating performance. Noncompliance may result in the contractor being debarred by the City from future contracts. Complaints filed with the Comptroller may result in decisions which may debar a contractor from bidding contracts with any state governmental entity and other political subdivisions.
- (C)  Records: The Contractor is expected to submit accurate payroll reports and other required documents and verify attendance and job classifications being utilized in compliance with the law, Contract provisions and agency procedures.

**31.  Insurance**

- (A)  Bidders are advised that the insurance requirements contained herein are regarded as material terms of the Contract. As required by Article 22 of the Contract, the contractor must effect and maintain with companies licensed and authorized to do business in the State of New York, the types of insurance set forth therein, when required by and in the amounts set forth in Schedule A of the General Conditions. Such required insurance must be provided from the date the contractor is ordered to commence work and up to the date of final acceptance of all required work.
- (B)  The contractor must, within ten days of receipt of the notice of award, submit the following insurance documentation: (a) original certificate of insurance for general liability in the amount required by Schedule A of the General Conditions, and (b) original certificates of insurance or other proof of coverage for workers' compensation and disability benefits, as required by Section 57 of the New York State Workers' Compensation Law and Section 220 of the Disability Benefits Law.

**32.  Lump Sum Contracts**

- (A)  Comparison of Bids: Bids on Lump Sum Contracts will be compared on the basis of the lump sum price bid, adjusted for alternate prices bid, if any.
- (B)  Lump Sum Bids for "General Construction Work" which include excavation shall include all necessary excavation work defined in the Specifications as being included in the lump sum bid. The bidder shall also bid a unit price for the additional cost of excavating material which is defined in the Specifications as excavation for which additional payment will be made. The total estimated additional cost of removing such material will be taken as the quantity set forth in the Engineer's Estimate multiplied by the unit price bid. This total estimated cost of additional excavation shall be added to the lump sum bid for the General Construction Work for the purpose of comparing bids to determine the low bidder.
- (C)  Variations from Engineer's Estimate: The Engineer's Estimate of the quantity of excavation for which additional payment will be made is approximate only and is given solely to be used as a uniform basis for the comparison of bids and such estimate is not to be considered as part of this contract. The quantities actually required to complete the contract work may be more or less than the quantities in the Engineer's Estimate and, if so, no action for damages or for loss of profits shall accrue to the contractor by reason thereof.

**33.  Unit Price Contracts**

- (A)  Comparison of Bids: Bids on Unit Price Contracts will be compared on the basis of a total estimated price,

arrived at by taking the sum of the estimated quantities of such items, in accordance with the Engineer's Estimate of Quantities set forth in the Bid Schedule, multiplied by the corresponding unit prices, and including any lump sum bids on individual items.

(B)  Variations from Engineer's Estimate: Bidders are warned that the Engineer's Estimate of Quantities on the various items of work and materials is approximate only, given solely to be used as a uniform basis for the comparison of bids, and is not be considered part of this contract. The quantities actually required to complete the contract work may be less or more than so estimated, and if so, no action for damages or for loss of profits shall accrue to the contractor by reason thereof.

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

**34.  Excise Tax**

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

**35.  Licenses and Permits**

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

**36.  Multiple Prime Contractors**

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

**37.  Locally Based Enterprise Requirements (LBE)**

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

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

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

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

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

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

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

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

(a)  the name and address of each LBE that will be given a subcontract,

(b)  the percentage, dollar amount and type of work to be subcontracted to the LBE, and

(c)  the dates when the LBE subcontract work will commence and end.

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

(a)  verification letters from each subcontractor listed in the "LBE Participation Schedule" stating that the LBE will enter into a formal agreement for work,

- (b)  certification documents of any proposed LBE subcontractor which is not on the LBE certified list, and
  - (c)  copies of the certification letter of any proposed subcontractor which is an LBE.
- (3)  Documentation of good faith efforts to achieve the required LBE percentage shall include as appropriate but not limited to the following:
- (a)  attendance at prebid meetings, when scheduled by the agency, to advise bidders of contract requirements;
  - (b)  advertisement where appropriate in general circulation media, trade association publications and small business media of the specific subcontracts that would be at least equal to the percentage goal for LBE utilization specified by the contractor;
  - (c)  written notification to association of small, minority and women contractors soliciting specific subcontractors;
  - (d)  written notification by certified mail to LBE firms that their interest in the contract is solicited for specific work items and their estimated values;
  - (e)  demonstration of efforts made to select portions of the work for performance by LBE firms in order to increase the likelihood of achieving the stated goal;
  - (f)  documented efforts to negotiate with LBE firms for specific subcontracts, including at a minimum:
    - (i)  The names, address and telephone numbers of LBE firms that are contacted;
    - (ii)  A description of the information provided to LBE firms regarding the plans and specifications for portions of the work to be performed;
    - (iii)  Documentation showing that no reasonable price can be obtained from LBE firms;
    - (iv)  A statement of why agreements with LBE firms were not reached;
  - (g)  a statement of the reason for rejecting any LBE firm which the contractor deemed to be unqualified; and
  - (h)  documentation of efforts made to assist the LBE firms contacted that needed assistance in obtaining required insurance.
- (E)  Unless otherwise waived by the Commissioner with the approval of the Office of Economic and Financial Opportunity, failure of a proposed contractor to provide the information required by paragraphs (C) and (D) above may render the bid non-responsive and the Contract may not be awarded to the bidder. If the contractor states that it will subcontract a specific portion of the work, but can demonstrate despite good faith efforts it cannot achieve its required LBE percentage for subcontracted work until after award of Contract, the Contract may be awarded, subject to a letter of compliance from the contractor stating that it will comply with Administrative Code Section 6-108.1 and subject to approval by the Commissioner. If the contractor has not met its required LBE percentage prior to award, the contractor shall demonstrate that a good faith effort has been made subsequent to award to obtain LBEs on each subcontract until it meets the required percentage.
- (F)  When a bidder indicates prior to award that no work will be subcontracted, no work may be subcontracted without the prior written approval of the Commissioner, which shall be granted only if the contractor in good faith seeks LBE subcontractors at least six weeks prior to the start of work.
- (G)  The contractor may not substitute or change any LBE which was identified prior to award of the contract without the written permission of the Commissioner. The contractor shall make a written application to the Commissioner for permission to make such substitution or change, explaining why the contractor needs to change its LBE subcontractor and how the contractor will meet its LBE subcontracting requirement. Copies of such application must be served on the originally identified LBE by certified mail return receipt requested,

as well as the proposed substitute LBE. The Commissioner shall determine whether or not to grant the contractor's request for substitution.

**38. Bid Submission Requirements**

The Bid Submission Requirements are set forth in the PASSPort RFx.

**39. Comptroller's Certificate**

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

**40. Procurement Policy Board Rules**

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

**41. DDC Safety Requirements**

The DDC Safety Requirements apply to the work to be performed pursuant to the Contract. The DDC Safety Requirements are set forth on the following pages.

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**CITY OF NEW YORK**  
**DEPARTMENT OF DESIGN AND CONSTRUCTION**  
**SAFETY REQUIREMENTS FOR CONSTRUCTION**  
**CONTRACTS**

January 2020

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**THE DDC SAFETY REQUIREMENTS FOR CONSTRUCTION CONTRACTS INCLUDE THE FOLLOWING SECTIONS:**

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## I. POLICY ON SITE SAFETY

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

- Code of Federal Regulations, Title 29, Part 1926 (29 CFR 1926) and applicable Sub-parts of Part 1910 – U.S. Occupational Safety and Health Administration (OSHA);
- Federal Highway Administration – Manual on Uniform Traffic Control Devices (MUTCD);
- New York Codes, Rules and Regulations (NYCRR), Title 12, Part 23 – Protection in Construction, Demolition and Excavation Operations;
- New York Codes, Rules and Regulations (NYCRR), Title 16, Part 753 – Protection of Underground Facilities;
- New York City Administrative Code, Title 28 – New York City Construction Codes;
- Rules of the City of New York, Title 15, Chapter 13 – Rules Pertaining To the Prevention of the Emission of Dust from Construction Related Activities;
- Rules of the City of New York, Title 15, Chapter 28 – Citywide Construction Noise Mitigation;
- Rules of the City of New York, Title 34 Chapter 2 – NYCDOT Highway Rules.

The Contractor will be required to comply with all new and/or revised federal, state and city laws, rules, and regulations, issued during the course of the project, at the expense of the Contractor without any additional costs to the DDC.

## II. PURPOSE

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

## III. DEFINITIONS

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

**Competent Person:** As defined by OSHA, an individual who is capable of identifying existing and predictable hazards in the surroundings or working conditions that are unsanitary, hazardous, or dangerous to employees or the general public, and who has authorization to take prompt corrective measures to eliminate them. This individual will have completed, at a minimum an authorized 30-hour OSHA Construction Safety Course. The Contractor may be required to provide more than one competent person due to construction operations and based on the number of active work sites.

**Construction Safety Auditor:** A representative of the Office of Construction Safety who provides inspection and assessment services to enhance health and safety on all DDC construction projects. The activities of the Construction Safety Auditor include performing site audits, reviewing safety plans, reviewing construction permits, drawings, verifying Contractor's compliance with applicable federal, state and city laws, rules, regulations, and DDC Contract Safety Requirements, etc. and rendering technical advice and assistance to DDC Resident Engineers and Project Managers.

**Office of Construction Safety:** A unit of DDC Safety and Site Support that assesses contractor’s safety on DDC jobsites and advises responsible parties of needed corrective actions.

**Registered Construction Superintendent:** For certain projects, as defined in New York City Construction Codes – Title 28, the contractor will provide a Construction Superintendent registered with the NYC Department of Buildings and responsible for all duties as defined in Chapter 33 of Title 1 of the Rules of the City of New York.

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

**Daily Safety Job Briefing:** Daily jobsite safety briefings, given to all jobsite personnel at project site by the Contractor before work begins and/or if hazards or potential hazards are discovered while working, with the purpose of discussing the scheduled activities for the day, the hazards related to these activities, activity specific safety procedures, and Job Hazard Analysis associated with the scheduled construction work. Daily jobsite briefings will be documented, available at the jobsite, and will include at a minimum, topics, name and signature of the person conducting the briefing session, names and signatures of attendants, name of the designated competent person, contractor’s name, DDC Project ID, date, time, and location.

**Director – Office of Construction Safety:** Responsible for the operations of the Office of Construction Safety and the DDC Site Safety management programs.

**Job Hazard Analysis (JHA):** A process of identifying the major job tasks and any potential site-specific hazards that may be present during construction and establishing the means and methods to eliminate or control those hazards. A JHA will be documented, available at the jobsite and will include at a minimum work tasks, being performed, identified hazards, control methods for the identified hazards, contractor’s name, DDC Project ID, location, date, name and signature of certifying person. A JHA is a living document that will be re-evaluated and revised to address new hazards and tasks that may develop and will be present at the worksite and produced upon request.

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

**Project Site:** Those areas indicated in the Contract Documents where the Work is to be performed.

**Project Safety Representative:** The designated Project Safety Representative will have at a minimum an OSHA 30-hour Construction Safety Course and other safety training applicable to Contractor’s/subcontractor’s project work. This individual will be responsible to oversee safety performance of the required construction work, conduct documented daily safety inspections, and implement corrective actions to maintain a safe work site. The Project Safety Representative must have sufficient experience and skills necessary to thoroughly understand the health and safety hazards and controls and must have authority to undertake corrective actions. A dedicated full-time Project Safety Representative may be required on large projects and projects deemed by DDC to be particularly high risk. DDC reserves the right to request a dedicated full-time Project Safety Representative for any reason at any time during the course of the project at the expense of the Contractor without any additional costs to the DDC. The full-time Project Safety Representative will be present at the site during all work activities.

**Resident Engineer (“RE”):** Representative of the Commissioner duly designated by the Commissioner to be his/her representative at the site of the work. The RE may be a consultant retained by DDC, including a Construction Management (CM) or Resident Engineer Inspection (REI) firm. If DDC has retained a CM, REI or other consultant firm to perform management and oversight for the Project (e.g., CM-Builder, CM-Design-Builder, Project Manager, Program Manager), that CM, REI or other consultant is the Resident Engineer for purposes of these Safety Requirements.

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

**Site Safety Manager:** For certain projects, as defined in New York City Construction Codes – Title 28, the Contractor will provide a Site Safety Manager with a Site Safety Manager License issued by the New York City Department of Building.

**Site Safety Plan:** A site-specific safety plan developed by the Contractor for a DDC project. The Site Safety Plan will identify the project work scope, identify hazards associated with the project work and include project specific safety procedures and training appropriate and necessary to complete the work. The Site Safety Plan will be submitted within 30 days from the Award Date or as otherwise directed and is subject to review and acceptance by the Office of Construction Safety prior to the commencement of work at the site.

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

**Weekly Safety Meetings:** Weekly jobsite safety meetings, given to all jobsite personnel by Contractor, with the purpose of discussing general safety topics and job specific requirements encountered at the DDC work site. Weekly safety meetings will be documented and will include at a minimum, topics, name and signature of the person conducting the meeting, names and signatures of attendees, contractor’s name, DDC Project ID, date, and location.

**Work:** The construction required by the Contractor’s Contract Documents whether completed or partially completed, performed by the Contractor/ subcontractors. Work refers to the furnishing of labor, furnishing and incorporating materials and equipment into the construction and providing any service required by the Contract Documents to fulfill the Contractor’s obligation to complete the Project. For the purposes of these Safety Requirements, the term “Work” includes all Utility Interference work (commonly referred to as “Section U”, “EP-7”, and “Joint Bid” work) performed in association with this Contract.

#### IV. RESPONSIBILITIES

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

##### A. Resident Engineer

1.  Review and facilitate Contractor(s) Site Safety Plan submittals to DDC for acceptability.
2.  Notify the Office of Construction Safety of the commencement of construction work.
3.  Develop and implement a training verification process to ensure that all CM/REI, consultant, Contractor, and subcontractor employees are properly trained. Maintain all applicable initial and refresher training records and assures documentation availability on site.
4.  Maintain documentation of and attend weekly safety meetings and daily safety job briefings.
5.  Assure that Contractor(s) JHA’s are current to reflect the work tasks being performed, hazards, and control methods to mitigate the identified hazards. Verify that all employees at the job site are trained on the JHAs and maintain supporting documentation on site.
6.  Assure adequate planning for all critical construction activities (crane operation, excavation, confined space entry, etc.) including coordination between Contractor(s) /DDC/ other Agencies as required.
7.  Maintain custody of all construction related permits, plans, approvals, drawings, etc., related to the project and assure their availability on site.
8.  Recognize, minimize, or eliminate jobsite and public hazards, through required planning, inspection, verification, and corrective action process.
9.  Monitor the conditions at the site for conformance with the Contractor’s Site Safety Plan, DDC policies, permits, and all applicable regulations and documentation that pertain to construction safety.
10.  Notify the Contractor and DDC immediately upon determination of any condition or activity existing which is not in compliance with the Contractor’s Site Safety Plan, applicable federal, state or local codes or any

condition that presents a potential risk of injury to the public or workers or possible damage to property. Direct the Contractor to provide such labor, materials, equipment, and supervision to remedy such conditions.

11.  Notify the Office of Construction Safety and the ACCO's Insurance and Risk Management Unit of project-related accidents, incidents, and near misses as per DDC's Construction Safety Emergency and Accident Notification and Response Procedure within two (2) hours.
12.  In case of an accident, incident, or near miss, RE is responsible to protect the integrity of the accident site including but not limited to: the safeguarding of all evidence, documentation of all personnel on site at the time of the accident, gather facts related to all accidents, incidents, or near miss, and prepare required DDC Construction Accident Report as per DDC's Construction Safety Emergency and Accident Notification and Response Procedure. Maintain all records pertaining to accidents, incidents, and near miss and have them available upon request.
13.  Notify the Office of Construction Safety within two (2) hours of the start of an inspection by any outside/regulatory agency personnel, including NYS, OSHA, NYC DOB or any other City/State/Federal oversight entity and forward a copy of the inspection report within one business day of its receipt.
14.  Escort and assist Construction Safety Auditors during all field and record audits.
15.  Report any emergency conditions to the Office of Construction Safety immediately.

**Note: In addition to the responsibilities listed above, if the Resident Engineer is a CM/REI or other non-City party hired by the City to manage the Project, the Resident Engineer is also required to do the following:**

16.  Provide personnel who are certified and or trained appropriately for the requirements of the project.
17.  Perform an investigation for any project-related accidents, incidents, and near misses. Within 24-hours of the time of the accident, incident, or near miss, the CM/REI will submit an investigation report to the Office of Construction Safety. Such report will include proposed remedial measures and implementation of corrective actions to prevent recurrence.

DDC reserves the right to request that the CM/REI replace any CM/REI personnel for any reason at any time during the project.

## **B. Construction Contractors**

**Note: For CM-Build and CM-Design-Build Projects, the CM will meet all requirements listed in this section, as well as the Resident Engineer section above.**

1.  Submit a completed Safety Questionnaire and other safety performance related documentation with its bid or as part of a pre-qualification package.
2.  Submit a Site Safety Plan within 30 days from the Award Date or as otherwise directed. The Site Safety Plan is subject to review and acceptance by the Office of Construction Safety prior to the commencement of work at the site. The Site Safety Plan will be revised and updated as necessary during the course of the project. If requested by the Office of Construction Safety, the Site Safety Plan must be developed and submitted for approval using a web-based system, the Site Safety Plan Application (SSP App).
3.  Designate and identify a Project Safety Representative in the Site Safety Plan. The Contractor will immediately notify the Office of Construction Safety, in a form and manner acceptable to the Office of Construction Safety, of any permanent change to the designated Project Safety Representative. In the event the primary designated Project Safety Representative is temporary unable to perform his or her duties, an alternate Project Safety Representative will be provided. Resumes, outlining the qualification and experience for the Project Safety Representative (s) will be included in the Site Safety Plan and available upon request. DDC reserves the right to request the Contractor to replace a Project Safety Representative for any reason at any time during the course of the project.
4.  Designate and identify a Competent Person(s) in the Site Safety Plan. Contractor/subcontractor may be required to provide more than one competent person due to construction operations and based on a number of work tasks/areas. DDC reserves the right to request the Contractor to replace a Competent Person or provide additional Competent Person(s) for any reason at any time during the course of the project. The Competent Person will be present at the site during all work activities.
5.  For certain projects, as defined in New York City Construction Codes – Title 28, designate and identify the Licensed Site Safety Manager or Registered Construction Superintendent. Resumes, outlining the qualification and experience for the Licensed Site Safety Manager or Registered Construction Superintendent will be included in the Site Safety Plan and available upon request. The Contractor will immediately notify the Office

of Construction Safety, in a form and manner acceptable to the Office of Construction Safety, of any permanent change to the designated Site Safety Manager and/or Construction Superintendent. In the event the primary designated Site Safety Manager or Construction Superintendent is temporarily unable to perform his or her duties, an alternate Licensed Site Safety Manager and/or Registered Construction Superintendent will be provided. The Office of Construction Safety must be informed of such change. DDC reserves the right to request the Contractor to replace Site Safety Manager or Construction Superintendent for any reason at any time during the course of the project.

6.  Develop a written Job Hazard Analysis (JHA) that identifies safety hazards and control methods for project specific work tasks. A preliminary JHA will be included in the Site Safety Plan submitted by the Contractor. A JHA is a living document that will be re-evaluated and revised to address new hazards and tasks that may develop during the course of the project and will be present at the worksite and produced upon request.
7.  Develop project specific safety procedures to protect employees, general public, and property during all construction activities for the duration of the project.
8.  Ensure that all employees are aware of the hazards associated with the project through documented formal and informal training and/or other communications. Conduct and document new employee and site-specific safety orientation for all Contractor and subcontractor personnel to review the hazards associated with the project as identified in the Site Safety Plan and the specific safety procedures and controls that will be used to protect workers, the general public and property. The Project Safety Representative will conduct this training prior to mobilization and if necessary during the course of the project. Documentation will be provided to the RE.
9.  Prior to performing any work on DDC projects all Contractor's and subcontractor's employees will, at a minimum, have successfully completed, within the previous five calendar years, an OSHA 10-hour construction safety course.  
All training records (OSHA 10-hour, flagger, scaffold, fall protection, confined space, etc.) will be provided to the RE prior to mobilization, included in the Site Safety Plan, kept current during the course of the project, and available for review.
10.  Conduct and document weekly safety meetings and daily job briefing sessions for the duration of the project. Attendance at weekly safety meetings and daily job briefing sessions is mandatory. A written record of weekly safety meetings will be available upon request and job briefing sessions will be available at the worksite.
11.  As part of the Site Safety Plan, prepare site specific procedures, such as maintenance and protection of traffic plan, steel erection plan, confined space program, fall protection plan, demolition plan, site specific emergency evacuation plan, etc. (if not otherwise provided in the contract documents) and comply with all of its provisions.
12.  Have immediately available for review at the project site where actual construction activities are being performed all applicable documentation, including but not limited to: JHAs for work tasks being performed, all required training records, MPT plan (where applicable), Noise and Dust Mitigation Plans, excavation protective system drawings (where applicable), Emergency Evacuation plan, fall protection program (where applicable), confined space program (where applicable), all required permits, daily job briefing records, all required documentation for crane operation (where applicable), daily inspection checklist, scaffold and sidewalk drawings (when applicable), safety data sheets for chemicals in use.
13.  Comply with all federal, state and local safety and health rules, laws, and regulations.
14.  Comply with all provisions of the Site Safety Plan.
15.  Provide, replace, and adequately maintain at or around the project site, suitable and sufficient signage, lights, barricades and enclosures (fences, sidewalk sheds, netting, bracing, etc.). The project specific MPT plan will be developed, implemented, and reviewed during the course of the project.
16.  The Project Safety Representative will conduct daily safety inspections, document the inspection results, implement corrective actions for the identified hazards. Maintain the inspection records and have them available upon request.
17.  **Report unsafe or unhealthy conditions to the RE as soon as practical, but no more than 24 hours after discovery, and take prompt actions to remove or abate such conditions. Should an imminent dangerous condition be discovered, Contractor will stop all work in the area of danger until corrections are made.**
18.  Report all accidents, incidents and near misses involving injuries to workers or the general public, as well as property damage, to the RE within one (1) hour.
19.  Following an accident or incident, unless otherwise directed, the Contractor will not remove or alter any equipment, structure, material, or evidence related to the accident or incident. Exception: Immediate emergency procedures taken to secure structures, temporary construction, operations, or equipment that pose a continued imminent danger or facilitate assistance for persons who are trapped or who have sustained bodily injury. Take

additional measures as necessary to secure the accident or incident site and to protect against any further injury or property damage.

20.  The Contractor will perform an investigation into the root cause of the accident, incident, or near miss. Within 24 hours of an accident, incident, or near miss, the Contractor will prepare and submit to the RE a written investigation report detailing findings, corrective actions, and hazard mitigation implementation to prevent recurrence.
21.  Notify the RE within two (2) hours of the start of an inspection by any outside regulatory agency personnel, including OSHA, NYC DOB, or others.
22.  Maintain all records pertaining to all required safety compliance documents, accidents and incidents reports. DDC reserves the right to request copy of any records pertaining to the safety of the project and required by DDC and other federal, state, and city agencies, including but not limited to permits, training records, safety inspection records, drawings, equipment records, etc.
23.  Cooperate with DDC Office of Construction Safety/ RE and address DDC recommendations on safety, which will in no way relieve the Contractor of its responsibilities for safety on the project. The Contractor has sole responsibility for safety.

## **V. SAFETY QUESTIONNAIRE**

DDC requires that all Contractors provide information regarding their current and past safety performance and programs. This will be accomplished by the use of the DDC Safety Questionnaire. As a part of the bid submittal package, the contractor will submit a completed DDC Safety Questionnaire listing company workers' compensation experience modification rating and OSHA Incident Rates for the three (3) years prior to the date of the bid opening. DDC may request a Contractor to update its Questionnaire at any time or to provide more detailed information. The Contractor will provide the requested information within 15 days.

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

- Criteria 1: OSHA Injury and Illness Rates (I&IR) are no greater than the average for the industry (based on the most current Bureau of Labor Statistics data for the Contractors SIC code); and
- Criteria 2: Insurance workers compensation Experience Modification Rate (EMR) equal to or less than 1.0; and
- Criteria 3: Any willful violations issued by OSHA or NYC DOB within the last three (3) years; and
- Criteria 4: A fatality (worker or member of public) and injuries, requiring OSHA notification, experienced on or near Contractor's worksite within the last three (3) years; and
- Criteria 5: Past safety performance on DDC projects (accidents; status of site safety plan submittals; etc.)
- Criteria 6: OSHA violation history for the last three (3) years;
- Criteria 7: Contractor will provide OSHA Injury and Illness Records (currently OSHA 300 and 300A Logs) for the last three (3) years.

If the Contractor fails to meet the basic criteria listed above, the Office of Construction Safety may request, through the ACCO, more details concerning the Contractor's safety experience. DDC may request the Contractor to provide copies of, among other things, accident investigation reports, OSHA records, OSHA and NYC DOB citations, EPA citations and written corrective action plan.

## **VI. SITE SAFETY PLAN**

Within thirty (30) days from the Award Date or as otherwise directed, the Contractor will submit the Site Safety Plan. The Site Safety Plan will identify project work scope, safety hazards associated with the project tasks, and include specific safety procedures and training appropriate and necessary to complete the work. The Site Safety Plan is subject to review and acceptance by the Office of Construction Safety prior to the commencement of work at the site. Due to the project work scope and project duration, the Office of Construction Safety may grant a conditional acceptance for a Site Safety Plan without all sections being complete. In a case of a "Conditional Acceptance" of a Site Safety Plan,

the Contractor will provide the remaining sections previously incomplete and/or not submitted for review and acceptance by the Office of Construction Safety prior to the commencement of the construction activities. The Office of Construction Safety reserves the right to withdraw the initial “Conditional Acceptance” if the Contractor fails to provide the remaining sections of a Site Safety Plan. Failure by the Contractor to submit an acceptable Site Safety Plan will be grounds for default.

Site Safety Plan requirements: The Site Safety Plan will be a written document and will apply to all project specific Contractor and subcontractor operations, and will have at a minimum, the following elements with each described in a separate section (It may be necessary to modify the basic format for certain unique or high-risk projects, such as tunnels or high-rise construction). All Site Safety Plan sections will be numbered in the order listed below. For sections, which are not applicable for the type of the work being performed by the Contractor on DDC project, the Contractor will in writing indicate “Not applicable based on the project work scope.” The Site Safety Plan will include Contractor’s name, DDC project ID, project location (s), and development and revision dates. The Site Safety Plan will include the sections, attachments, and appendixes provided in the Site Safety Plan. All pages of the Site Safety Plan will be numbered. If requested by the Office of Construction Safety, the Site Safety Plan must be developed and submitted for approval using a web-based system, the Site Safety Plan Application (SSP App).

1.  Project Work Scope – Detailed information regarding work tasks that will be performed by Contractor and subcontractors under the project.
2.  Responsibility and Organization – Contractor’s organization chart with responsible personnel for the project, including titles, names, contact information, roles, and responsibilities. All Contractor’s personnel required by the DDC Safety Requirements will be identified.
3.  Safety Training and Education – OSHA 10 Hours training, requirements for daily safety briefings and weekly safety meetings, any work task specific training, responsible staff for implementation of training program for the project.
4.  Job Hazard Analysis (JHA) – Project specific Job Hazard Analysis including work tasks, identified hazards, hazard control methods (administrative, engineering, PPE) to protect workers, property and general public, Contractor’s name, project id, location, name and signature of a certifying person, hazard assessment date.
5.  Protection of Public – Project specific procedures covering safety of the general public during all project construction activities.
6.  Hazard Corrective Actions - Procedures for hazard identification, including responsible person(s), frequency of safety inspections, implementation of corrective actions, safety inspection checklist.
7.  Accident/Exposure Investigation – Project specific procedures for accident/incident/near miss investigation and implementation of corrective actions. Accident/incident/near miss notification procedure of DDC project staff (timer frame and responsible personnel).
8.  Recording and Reporting Injuries – Procedures to meet 29 CFR 1904 requirements.
9.  First Aid and Medical Attention – Responsible staff, location and inspection of First Aid kit, directions to local hospitals; emergency telephone numbers.
10.  Project Specific Fire Protection and Prevention Program – Project specific procedures, including responsible staff, fire alarm system/methods, hot work procedures, etc.
11.  Housekeeping Procedure.
12.  Project Specific Illumination Procedure.
13.  Project Specific Sanitation Procedure.
14.  Personal Protective Equipment (PPE), including Respiratory Protection Program and Hearing Conservation Program, if required.
15.  Hazard Communication Program – Contractor’s Hazard Communication Program, responsible staff; training; SDS records, project specific list of chemicals; location of the program and SDS records.
16.  Means of Egress – Information regarding free and unobstructed egress from all parts of the building or structure; exit marking; maintenance of means of egress, etc.
17.  Employee Emergency Action Plan – Project specific: responsible staff, emergency alarm system/devices, evacuation procedure, procedure to account for employees after evacuation, etc.
18.  Evacuation Plan – Project specific evacuation plan (drawing/scheme) with exists and evacuation routes.
19.  Ionizing/Nonionizing Radiation – Competent person, license and qualification requirements, type of radiation, employee’s exposure and protection, safety procedures, etc.

20.  Material Handling, Storage, Use and Disposal – Project specific information regarding material storage, disposal, and handling: procedures, plan/drawings, etc.
21.  Signs, Signals, and Barricades – Use of danger/warning signs, safety instruction signs, sidewalk closure and pedestrian fencing and barricades (if not included in the MPT plan), etc.
22.  Tools – Hand and Power – Safety procedures for the type of tools to be used.
23.  Scaffold – Project specific scaffold types, procedures, training requirements, scaffold drawings, designed, sealed, and signed by NYS Licensed Professional Engineer, or as otherwise directed; competent person, criteria for project specific scaffold, falling object protection, procedures for aerial lifts/scissor lifts.
24.  Welding and Cutting – Project specific procedure for welding and cutting, including all necessary safety requirements such as fire prevention, personal protective equipment, hot work permits (if not covered by Contractor’s Fire Prevention and Protection program, FDNY certificate requirements).
25.  Electrical Safety – Project specific procedures, including lock out-tag out.
26.  Fall Protection – Project specific information regarding selected fall protection systems, fall protection plan, responsible staff.
27.  Cranes, Derrick, Hoists, Elevators, Conveyors – project specific equipment information including type, rated load capacity, manufacture specification requirements, competent person, exposure to falling load, inspection, recordkeeping, clearance requirements, communication procedure, ground lines, permits.
28.  Excavation Safety – Competent person; excavation procedures; project specific protective system, including drawings, designed, sealed, and signed by NYS Licensed Professional Engineer, or as otherwise directed.
29.  Protection of Underground Facilities and Utilities Procedure, including responsible staff and responsibilities.
30.  Concrete and Masonry Construction Procedures
31.  Maintenance and Protection of Traffic Plan – Project specific MPT plan, designed, sealed, and signed by NYS Licensed Professional Engineer, or as otherwise directed; flagmen training, public safety, etc.
32.  Steel Erection – Site specific erection plan, requirements for applicable written notifications, competent person, fall protection plan, training requirements, etc.
33.  Demolition – Engineering survey, including written evidence, disconnection of all effected utilities, identification of all hazardous chemicals, materials, gases, etc., floor openings, chutes, inspection and maintenance of all stairs/passageways, removal of materials/debris/structural elements, lock out/tag out, competent person.
34.  Blasting and the Use of Explosives – Project specific safety procedures, warning signs, training/qualification, transportation, storage and use of explosives, inspection.
35.  Stairways and Ladders – Types of stairs and ladders, safety procedures, training requirements.
36.  Alcohol and Drug Abuse Policy
37.  Rodents and Vermin Controls
38.  Toxic and Hazardous Substances – Safety procedures for substances that Contractor’s and subcontractor’s employees can be exposed on project.
39.  Noise Mitigation Plan – Completed project specific Noise Mitigation Plan, and noise mitigation procedures.
40.  Confined Space Program – Project specific Confined Space Program, responsible staff, training records, equipment information, rescue procedure, list of project specific confined spaces, forms.
41.  Construction Vehicles/Heavy Equipment – Type of construction vehicles/heavy equipment to be used on site, procedures
42.  Dust Mitigation Plan – Completed project specific Dust Mitigation Plan, and dust mitigation procedures.
43.  Working Over and Near Water. Diving Operations – safety procedures including personal protective equipment, fall protection, rescue services, etc.

The most critical component of the Site Safety Plan is the Job Hazard Analysis (JHA) section. The JHA form is a written document prepared by the Contractor. The Contractor will conduct a site and task assessment to identify the tasks and any potential safety or environmental hazards related to performance of the work, eliminate or implement controls for the potential hazards, and identify proper personal protective equipment for the task. The JHA will be communicated to all Contractor/subcontractor personnel on site. The JHA will include safety hazard identification and controls to protect employees, general public, and property.

The initial JHA will be included in the Contractor’s Site Safety Plan and the current JHA form will be available at the construction site for reference. A JHA is a living document that will be re-evaluated and revised to address new hazards and tasks that may develop and will be present at the worksite and produced upon request.



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

Prior to the start of construction activities on all DDC projects, RE will invite the Office of Construction Safety to the construction kick-off meeting. The Office of Construction Safety representative(s) will participate in this meeting with the Contractor and RE for the purpose of:

- A.  Reviewing DDC Contract Safety Requirements
- B.  Reviewing site-specific safety issues based on a project work scope, location, and any other factors which may impact safety of workers and general public.
- C.  Reviewing the Site Safety Plan and JHA requirements.
- D.  Reviewing Accident/Incident reporting and investigation procedures.
- E.  Reviewing designated safety contacts, roles, and responsibilities.
- F.  Discussing planned inspections and audits of the site by the Office of Construction Safety personnel.

## **VIII. EVALUATION DURING WORK IN PROGRESS**

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

- A.  Use of a safety checklist by a representative of the Office of Construction Safety (or other designated DDC representative) and the RE during regular inspections and comprehensive audits of the job site. Field Exit Conferences will be held with the RE and Contractor Project Safety Representatives.
- B.  The RE will continually monitor the safety and environmental performance of the Contractor's employees and work methods. Deficiencies will be brought to the attention of the Contractor's Project Safety Representative on site for immediate correction. The RE will maintain a written record of these deficiencies and have these records available upon request. Any critical deficiencies will be immediately reported to the Office of Construction Safety via telephone (718)391-1911.
- C.  If the Contractor's safety performance during the project is not up to DDC standards (safety performance measure, accident/incident rate, etc.) the Director – Office of Construction Safety, or his/her designee will meet with the Contractor's Project Safety Representative and other representatives, the RE, and the DDC Environmental Specialist (if environmental issues are involved). The purpose of this meeting is to 1) determine the level of non-compliance; 2) explain and clarify the safety/environmental provisions; 3) agree on a future course of action to correct the deficiencies.
- D.  If the deficiencies continue, the Commissioner may, without limitation, declare the Contractor in default.
- E.  The Contractor will within 1 hour inform the RE of all accidents/incidents/near misses including all fatalities, any injuries to employees or members of the general public, and property damage (e.g., structural damage, equipment rollovers, utility damage, loads dropped from crane). The RE will notify the Office of Construction Safety as per DDC's Construction Safety Emergency and Accident Notification and Response Procedure and will maintain a record of all Contractor accidents/incidents for the project.
- F.  The Contractor and the RE will notify the Office of Construction Safety within two (2) hours of the start of any NYS-DOL/ NYC-COSH/ OSHA/ EPA inspections.

## **IX. SAFETY PERFORMANCE EVALUATION**

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

# NOTICE TO BIDDERS

Please be advised that the following Riders to the March 2017 New York City Standard Construction Contract have been attached and incorporated in this Invitation for Bid:

- Rider regarding Non-Compensable Delays and Grounds for Extension;
- Rider regarding NYC Earned Safe and Sick Time Act.

Other than provisions specifically delineated in the Riders, all other terms of the March 2017 New York City Standard Construction Contract continue to apply in full force and effect.

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

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

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

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

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

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

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

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

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

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

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

## **NYC EARNED SAFE AND SICK TIME ACT CONTRACT RIDER**

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

### *A. Introduction and General Provisions.*

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

E. *Notice of Rights.*

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

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

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

G. *Enforcement and Penalties.*

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

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



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

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

**CITY OF NEW YORK**

**STANDARD CONSTRUCTION CONTRACT**

**March 2017**

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*CITY OF NEW YORK STANDARD CONSTRUCTION CONTRACT*

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**WITNESSETH:**

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

**CHAPTER I: THE CONTRACT AND DEFINITIONS**

**ARTICLE 1. THE CONTRACT**

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

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

1.1.2 The Contract Drawings and Specifications;

1.1.3 The General Conditions and Special Conditions, if any;

1.1.4 The **Contract**;

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

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

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

**ARTICLE 2. DEFINITIONS**

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

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

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

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



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

2.1.5□**“City”** shall mean the City of New York.

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

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

2.1.8□**“Comptroller”** shall mean the Comptroller of the City of New York.

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

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

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

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

2.1.13□**“Days”** shall mean calendar days, except where otherwise specified.

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

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

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

- 2.1.17□ **“Federal-Aid Contract”** shall mean a contract in which the United States (federal) Government provides financial funding as so designated in the Information for Bidders.
- 2.1.18□ **“Final Acceptance”** shall mean final written acceptance of all the Work by the Commissioner, a copy of which shall be sent to the Contractor.
- 2.1.19□ **“Final Approved Punch List”** shall mean a list, approved pursuant to Article 14.2.2, specifying those items of Work to be completed by the Contractor after Substantial Completion and dates for the completion of each item of Work.
- 2.1.20□ **“Law”** or **“Laws”** shall mean the Constitution of the State of New York, the New York City Charter, the New York City Administrative Code, a statute of the United States or of the State of New York, a local law of the City of New York, any ordinance, rule or regulation having the force of law, or common law.
- 2.1.21□ **“Materialman”** shall mean any corporation, firm, partnership, joint venture, or individual, other than employees of the Contractor, who or which contracts with the Contractor or any Subcontractor, to fabricate or deliver, or who actually fabricates or delivers, plant, materials or equipment to be incorporated in the Work.
- 2.1.22□ **“Means and Methods of Construction”** shall mean the labor, materials, temporary structures, tools, plant, and construction equipment, and the manner and time of their use, necessary to accomplish the result intended by this Contract.
- 2.1.23□ **“Notice to Proceed”** or **“Order to Work”** shall mean the written notice issued by the Commissioner specifying the time for commencement of the Work and the Engineer, Architect or Project Manager.
- 2.1.24□ **“Other Contractor(s)”** shall mean any contractor (other than the entity which executed this Contract or its Subcontractors) who or which has a contract with the City for work on or adjacent to the building or Site of the Work.
- 2.1.25□ **“Payroll Taxes”** shall mean State Unemployment Insurance (SUI), Federal Unemployment Insurance (FUI), and payments pursuant to the Federal Insurance Contributions Act (FICA).
- 2.1.26□ **“Project”** shall mean the public improvement to which this Contract relates.
- 2.1.27□ **“Procurement Policy Board” (PPB)** shall mean the Agency of the City of New York whose function is to establish comprehensive and consistent procurement policies and rules which shall have broad application throughout the City.
- 2.1.28□ **“Required Quantity”** in a unit price Contract shall mean the actual quantity of any item of Work or materials which is required to be performed or furnished in order to comply with the Contract.
- 2.1.29□ **“Resident Engineer”** shall mean the representative of the Commissioner duly designated by the Commissioner to be his/her representative at the site of the Work.
- 2.1.30□ **“Site”** shall mean the area upon or in which the Contractor’s operations are carried on, and such other areas adjacent thereto as may be designated as such by the Engineer.
- 2.1.31□ **“Small Tools”** shall mean items that are ordinarily required for a worker’s job

function, including but not limited to, equipment that ordinarily has no licensing, insurance or substantive storage costs associated with it; such as circular and chain saws, impact drills, threaders, benders, wrenches, socket tools, etc.

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

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

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

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

## **CHAPTER II: THE WORK AND ITS PERFORMANCE**

### **ARTICLE 3. CHARACTER OF THE WORK**

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

### **ARTICLE 4. MEANS AND METHODS OF CONSTRUCTION**

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

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

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

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

4.2□ The **Engineer’s** approval of the **Contractor’s Means and Methods of Construction**, or his/her failure to exercise his/her right to reject such means or methods, shall not relieve the **Contractor** of its obligation to complete the **Work** as provided in this **Contract**; nor shall the exercise of such right to reject

create a cause of action for damages.

## ARTICLE 5. COMPLIANCE WITH LAWS

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

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

5.3 □ Noise Control Code provisions.

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

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

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

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

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

5.4.1(b) “**Motor Vehicle**” means any self-propelled vehicle designed for transporting

persons or property on a street or highway.

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

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

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

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

#### 5.4.2 □ Ultra Low Sulfur Diesel Fuel

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

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

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

million (30 ppm) is available. Any finding made pursuant to this Article 5.4.2(c) shall expire after sixty (60) **Days**, at which time the requirements of this Article 5.4.2 shall be in full force and effect unless the **City Agency** renews the finding in writing and such renewal is approved by the DEP Commissioner.

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

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

#### 5.4.3□ Best Available Technology

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

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

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

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

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

5.4.3(d)(ii) Where the DEP Commissioner has issued a written waiver based upon the Contractor having demonstrated to the DEP Commissioner that the use of the best available technology for reducing the emission of pollutants might endanger the operator of such vehicle or those working near such vehicle, due to engine malfunction, the **Contractor** shall use whatever technology for reducing the emission of pollutants, if any, is available and appropriate for such vehicle, which would not endanger the operator of such vehicle or those working near such vehicle.

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

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

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

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

5.4.5  Compliance

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

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

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

5.4.6  Reporting

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

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

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

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

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

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

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

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

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

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

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

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

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

5.5.1(d) "Nonroad Vehicle" means a vehicle that is powered by a Nonroad Engine, fifty (50) horsepower (HP) and greater, and that is not a Motor Vehicle or a vehicle used



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

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

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

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

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

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

## **ARTICLE 6. INSPECTION**

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

6.2 The **Contractor's** obligation hereunder shall include the uncovering or taking down of finished **Work** and its restoration thereafter; provided, however, that the order to uncover, take down and restore shall be in writing, and further provided that if **Work** thus exposed proves satisfactory, and if the **Contractor** has complied with Article 6.1, such uncovering or taking down and restoration shall be considered an item of **Extra Work** to be paid for in accordance with the provisions of Article 26. If the **Work** thus exposed proves unsatisfactory, the **City** has no obligation to compensate the **Contractor** for the uncovering, taking down or restoration.

6.3 Inspection and approval by the **Commissioner**, the **Engineer**, **Project Manager**, or **Resident Engineer**, of finished **Work** or of **Work** being performed, or of materials and equipment at the place of manufacture or preparation, shall not relieve the **Contractor** of its obligation to perform the **Work** in strict accordance with the **Contract**. Finished or unfinished **Work** not found to be in strict accordance with the

**Contract** shall be replaced as directed by the **Engineer**, even though such **Work** may have been previously approved and paid for. Such corrective **Work** is **Contract Work** and shall not be deemed **Extra Work**.

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

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

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

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

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

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

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

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

Division, New York City Law Department, 100 Church Street, New York, New York 10007.

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

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

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

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

### CHAPTER III: TIME PROVISIONS

#### ARTICLE 8. COMMENCEMENT AND PROSECUTION OF THE WORK

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

#### ARTICLE 9. PROGRESS SCHEDULES

9.1 To enable the **Work** to be performed in an orderly and expeditious manner, the **Contractor**, within fifteen (15) **Days** after the **Notice to Proceed** or **Order to Work**, unless otherwise directed by the **Engineer**, shall submit to the **Engineer** a proposed progress schedule based on the Critical Path Method in the form of

a bar graph or in such other form as specified by the **Engineer**, and monthly cash flow requirements, showing:

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

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

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

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

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

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

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

#### **ARTICLE 10. REQUESTS FOR INFORMATION OR APPROVAL**

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

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

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

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

11.1.1□ Within fifteen (15) **Days** after the **Contractor** becomes aware or reasonably should be

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

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

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

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

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

#### 11.4 Compensable Delays

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

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

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

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

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

11.4.1.5 Differing site conditions or environmental hazards that were neither known nor reasonably ascertainable on a pre-bid inspection of the **Site** or review

of the bid documents or other publicly available sources, and that are not ordinarily encountered in the **Project's** geographical area or neighborhood or in the type of **Work** to be performed.

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

11.4.1.7  Delays not contemplated by the parties;

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

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

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

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

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

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

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

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

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

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

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

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

11.6  Required Content of Submission of Statement of Delay Damages

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

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

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

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

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

11.7  Recoverable Costs

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

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

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

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

11.7.1.4  Additional insurance and bond costs;

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

11.7.1.6  Labor escalation costs based on actual costs;

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

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

11.7.1.9  Extended home office overhead calculated based on the following formula:  
(1) Subtract from the original **Contract** amount the amount earned by original contractual **Substantial Completion** date (not

- including change orders);
- (2) Remove 15% overhead and profit from the calculation in item (1) by dividing the results of item (1) by 1.15;
- (3) Multiply the result of item (2) by 7.25% for the total home office overhead;
- (4) Multiply the result of item (3) by 7.25% for the total profit; and
- (5) The total extended home office overhead will be the total of items (3) and (4).

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

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

- 11.7.3.1 Profit, or loss of anticipated or unanticipated profit, except as provided in Article 11.7.1.9;
- 11.7.3.2 Consequential damages, including, but not limited to, construction or bridge loans or interest paid on such loans, loss of bonding capacity, bidding opportunities, or interest in investment, or any resulting insolvency;
- 11.7.3.3 Indirect costs or expenses of any nature except those included in Article 11.7.1;
- 11.7.3.4 Direct or indirect costs attributable to performance of **Work** where the **Contractor**, because of situations or conditions within its control, has not progressed the **Work** in a satisfactory manner; and
- 11.7.3.5 Attorneys' fees and dispute and claims preparation expenses.

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

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

## ARTICLE 12. COORDINATION WITH OTHER CONTRACTORS

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

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



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

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

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

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

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

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

### **ARTICLE 13. EXTENSION OF TIME FOR PERFORMANCE**

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

Rules.

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

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

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

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

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

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

13.4 The **Contractor** shall not be entitled to receive a separate extension of time for each of several causes of delay operating concurrently, but, if at all, only for the actual period of delay in completion of the **Work** as determined by the **ACCO** or the Board, irrespective of the number of causes contributing to produce such delay. If one of several causes of delay operating concurrently results from any act, fault or omission of the **Contractor** or of its **Subcontractors** or **Materialmen**, and would of itself (irrespective of the concurrent causes) have delayed the **Work**, no extension of time will be allowed for the period of delay resulting from such act, fault or omission.

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

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

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

13.8 Application for Extension of Time:

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

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

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

13.8.1(c) Original total bid price;

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

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

13.8.1(f) The extension of time requested.

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

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

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

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

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

13.9□ Analysis and Approval of Time Extensions:

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

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

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

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

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

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

waiver or release of any claim the **City** may have against the **Contractor** for either actual or liquidated damages.

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

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

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

#### **ARTICLE 14. COMPLETION AND FINAL ACCEPTANCE OF THE WORK**

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

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

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

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

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

**Contractor** either approving the **Contractor's** proposed alternative dates or establishing dates for the completion for each item of **Work**.

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

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

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

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

#### **ARTICLE 15. LIQUIDATED DAMAGES**

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

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

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

## **ARTICLE 16. OCCUPATION OR USE PRIOR TO COMPLETION**

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

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

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

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

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

## **CHAPTER IV: SUBCONTRACTS AND ASSIGNMENTS**

### **ARTICLE 17. SUBCONTRACTS**

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

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

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

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

payment. If any of the required information changes throughout the Term of the **Contract**, **Contractor** will be required to revise the information in the system.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## ARTICLE 18. ASSIGNMENTS

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

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

18.3□ Failure to obtain the previous written consent of the **Commissioner** to such an assignment,



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

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

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

## CHAPTER V: CONTRACTOR'S SECURITY AND GUARANTEE

### ARTICLE 19. SECURITY DEPOSIT

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

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

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

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

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

### ARTICLE 20. PAYMENT GUARANTEE

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

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

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

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

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

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

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

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

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

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

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

20.3.7□All demands made against the **City** by a beneficiary of this payment guarantee shall be presented to the **Engineer** along with all written documentation concerning the demand which the **Engineer** deems reasonably appropriate or necessary, which may include, but shall not be

limited to: the subcontract; any invoices presented to the **Contractor** for payment; the notarized statement of the beneficiary that the demand is due and payable, that a request for payment has been made of the **Contractor** and that the demand has not been paid by the **Contractor** within the time allowed for such payment by the subcontract; and copies of any correspondence between the beneficiary and the **Contractor** concerning such demand. The **City** shall notify the **Contractor** that a demand has been made. The **Contractor** shall inform the **City** of any defenses to the demand and shall forward to the **City** any documents the **City** requests concerning the demand.

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

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

20.3.10□

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

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

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

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

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

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

20.7□Nothing in this Article 20 shall relieve the **Contractor** of the obligation to pay the claims of all

persons with valid and lawful claims against the **Contractor** relating to the **Work**.

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

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

## ARTICLE 21. RETAINED PERCENTAGE

21.1  If this **Contract** requires one hundred (100%) percent performance and payment security, then as further security for the faithful performance of this **Contract**, the **Commissioner** shall deduct, and retain until the substantial completion of the **Work**, five (5%) percent of the value of **Work** certified for payment in each partial payment voucher.

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

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

## ARTICLE 22. INSURANCE

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

22.1.1  Commercial General Liability Insurance: The **Contractor** shall provide Commercial General Liability Insurance covering claims for property damage and/or bodily injury, including death, which may arise from any of the operations under this **Contract**. Coverage under this insurance shall be at least as broad as that provided by the latest edition of Insurance

Services Office (“ISO”) Form CG 0001. Such insurance shall be “occurrence” based rather than “claims-made” and include, without limitation, the following types of coverage: premises operations; products and completed operations; contractual liability (including the tort liability of another assumed in a contract); broad form property damage; independent contractors; explosion, collapse and underground (XCU); construction means and methods; and incidental malpractice. Such insurance shall contain a “per project” aggregate limit, as specified in Schedule A, that applies separately to operations under this **Contract**.

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

22.1.1(b) Such Commercial General Liability Insurance shall name all other entities designated as additional insureds in Schedule A but only for claims arising from the **Contractor’s** operations under this **Contract**, with coverage at least as broad as the latest edition of ISO Form CG 20 26.

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

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

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

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

22.1.4  Builders Risk Insurance: If specified in Schedule A of the General Conditions, the **Contractor** shall provide Builders Risk Insurance on a completed value form for the total value of the **Work** through **Substantial Completion** of the **Work** in its entirety. Such insurance shall be provided on an All Risk basis and include coverage, without limitation, for windstorm (including named windstorm), storm surge, flood and earth movement. Unless waived by the **Commissioner**, it shall include coverage for ordinance and law, demolition and increased costs of construction, debris removal, pollutant clean up and removal, and expediting costs. Such insurance shall cover, without limitation, (a) all buildings and/or structures involved in the

**Work**, as well as temporary structures at the **Site**, and (b) any property that is intended to become a permanent part of such building or structure, whether such property is on the **Site**, in transit or in temporary storage. Policies shall name the **Contractor** as Named Insured and list the **City** as both an Additional Insured and a Loss Payee as its interest may appear.

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

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

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

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

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

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

22.1.7  Marine Insurance:

22.1.7(a) Marine Protection and Indemnity Insurance: If specified in Schedule A of the General Conditions or if the **Contractor** engages in marine operations in the execution of any part of the **Work**, the **Contractor** shall maintain, or cause the **Subcontractor** doing such **Work** to maintain, Marine Protection and Indemnity Insurance with coverage at least as broad as Form SP-23. The insurance shall provide coverage for the **Contractor** or **Subcontractor** (whichever is doing this **Work**) and for the **City** (together with its officials and employees) and any other entity specified in Schedule A as an Additional Insured for bodily injury and property damage arising from marine operations under this

**Contract.** Coverage shall include, without limitation, injury or death of crew members (if not fully provided through other insurance), removal of wreck, damage to piers, wharves and other fixed or floating objects and loss of or damage to any other vessel or craft, or to property on such other vessel or craft.

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

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

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

## 22.2 General Requirements for Insurance Coverage and Policies:

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

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

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

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

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

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

22.3□ Proof of Insurance:

22.3.1□ For all types of insurance required by Article 22.1 and Schedule A, except for insurance required by Articles 22.1.4 and 22.1.7, the **Contractor** shall file proof of insurance in accordance with this Article 22.3 within ten (10) **Days** of award. For insurance provided pursuant to Articles 22.1.4 and 22.1.7, proof shall be filed by a date specified by the **Commissioner** or ten (10) **Days** prior to the commencement of the portion of the **Work** covered by such policy, whichever is earlier.

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

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

22.3.4□ Documentation confirming renewals of insurance shall be submitted to the **Commissioner** prior to the expiration date of coverage of policies required under this **Contract**. Such proofs of insurance shall comply with the requirements of Articles 22.3.2 and 22.3.3.

22.3.5□ The **Contractor** shall be obligated to provide the **City** with a copy of any policy of insurance provided pursuant to this Article 22 upon the demand for such policy by the **Commissioner** or the **City** Corporation Counsel.

22.4□ Operations of the **Contractor**:

22.4.1□ The **Contractor** shall not commence the **Work** unless and until all required certificates have been submitted to and accepted by the **Commissioner**. Acceptance by the



**Commissioner** of a certificate does not excuse the **Contractor** from securing insurance consistent with all provisions of this Article 22 or of any liability arising from its failure to do so.

22.4.2□ The **Contractor** shall be responsible for providing continuous insurance coverage in the manner, form, and limits required by this **Contract** and shall be authorized to perform **Work** only during the effective period of all required coverage.

22.4.3□ In the event that any of the required insurance policies lapse, are revoked, suspended or otherwise terminated, for whatever cause, the **Contractor** shall immediately stop all **Work**, and shall not recommence **Work** until authorized in writing to do so by the **Commissioner**. Upon quitting the **Site**, except as otherwise directed by the **Commissioner**, the **Contractor** shall leave all plant, materials, equipment, tools, and supplies on the **Site**. **Contract** time shall continue to run during such periods and no extensions of time will be granted. The **Commissioner** may also declare the **Contractor** in default for failure to maintain required insurance.

22.4.4□ In the event the **Contractor** receives notice, from an insurance company or other person, that any insurance policy required under this Article 22 shall be cancelled or terminated (or has been cancelled or terminated) for any reason, the **Contractor** shall immediately forward a copy of such notice to both the **Commissioner** and the New York City Comptroller, attn: Office of Contract Administration, Municipal Building, One Centre Street, room 1005, New York, New York 10007. Notwithstanding the foregoing, the **Contractor** shall ensure that there is no interruption in any of the insurance coverage required under this Article 22.

22.4.5□ Where notice of loss, damage, occurrence, accident, claim or suit is required under an insurance policy maintained in accordance with this Article 22, the **Contractor** shall notify in writing all insurance carriers that issued potentially responsive policies of any such event relating to any operations under this **Contract** (including notice to Commercial General Liability insurance carriers for events relating to the **Contractor**'s own employees) no later than 20 days after such event. For any policy where the **City** is an Additional Insured, such notice shall expressly specify that "this notice is being given on behalf of the City of New York as Insured as well as the Named Insured." Such notice shall also contain the following information: the number of the insurance policy, the name of the named insured, the date and location of the damage, occurrence, or accident, and the identity of the persons or things injured, damaged or lost. The **Contractor** shall simultaneously send a copy of such notice to the City of New York c/o Insurance Claims Specialist, Affirmative Litigation Division, New York City Law Department, 100 Church Street, New York, New York 10007.

22.4.6□ In the event of any loss, accident, claim, action, or other event that does or can give rise to a claim under any insurance policy required under this Article 22, the **Contractor** shall at all times fully cooperate with the **City** with regard to such potential or actual claim.

22.5□ **Subcontractor Insurance**: In the event the **Contractor** requires any **Subcontractor** to procure insurance with regard to any operations under this **Contract** and requires such **Subcontractor** to name the **Contractor** as an **Additional Insured** thereunder, the **Contractor** shall ensure that the **Subcontractor** name the **City**, including its officials and employees, as an Additional Insured with coverage at least as broad as the most recent edition of ISO Form CG 20 26.

22.6□ Wherever reference is made in Article 7 or this Article 22 to documents to be sent to the **Commissioner** (e.g., notices, filings, or submissions), such documents shall be sent to the address set forth in Schedule A of the General Conditions. In the event no address is set forth in Schedule A, such documents

are to be sent to the **Commissioner's** address as provided elsewhere in this **Contract**.

22.7□ Apart from damages or losses covered by insurance provided pursuant to Articles 22.1.2, 22.1.3, or 22.1.5, the **Contractor** waives all rights against the **City**, including its officials and employees, for any damages or losses that are covered under any insurance required under this Article 22 (whether or not such insurance is actually procured or claims are paid thereunder) or any other insurance applicable to the operations of the **Contractor** and/or its employees, agents, or **Subcontractors**.

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

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

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

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

### **ARTICLE 23. MONEY RETAINED AGAINST CLAIMS**

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

- (a)□ An alleged loss, damage, injury, theft or vandalism of any of the kinds referred to in Articles 7 and 12, plus the reasonable costs of defending the **City**, which in the opinion of the **Comptroller** may not be paid by an insurance company (for any reason whatsoever); or
- (b)□ An infringement of copyrights, patents or use of patented articles, tools, etc., as referred to in Article 57; or
- (c)□ Damage claimed to have been caused directly or indirectly by the failure of the **Contractor** to perform the **Work** in strict accordance with this **Contract**,

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

23.2□ If an action on such claim is timely commenced and the liability of the **City**, or the **Contractor**,

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

#### **ARTICLE 24. MAINTENANCE AND GUARANTY**

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

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

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

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

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

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

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

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

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

premises into which the equipment and materials have been installed.

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

### ARTICLE 25. CHANGES

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

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

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

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

25.3.2  By agreement of a fixed price; and/or

25.3.3  By time and material records; and/or

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

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

### ARTICLE 26. METHODS OF PAYMENT FOR OVERRUNS AND EXTRA WORK

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

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

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

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

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

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

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

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

26.2.4  Reasonable rental value of **Contractor**-owned (or **Subcontractor**-owned, as applicable), necessary plant and equipment other than **Small Tools**, plus fuel/energy costs. Except for fuel costs for pick-up trucks which shall be reimbursed based on a consumption of five (5) gallons per shift, fuel costs shall be reimbursed based on actual costs or, in the absence of auditable documentation, the following fuel consumption formula per operating hour:  $(.035) \times (\text{HP rating}) \times (\text{Fuel cost/gallon})$ . Reasonable rental value is defined as the lower of either seventy-five percent of the monthly prorated rental rates established in "The AED Green Book, Rental Rates and Specifications for Construction Equipment" published by Equipment Watch (the "Green Book"), or seventy-five percent of the monthly prorated rental rates established in the "Rental Rate Blue Book for Construction Equipment" published by Equipment Watch (the "Blue Book") (the applicable Blue Book rate being for rental only without the addition of any operational costs listed in the Blue Book). The reasonable rental value is deemed to be inclusive of all operating costs except for fuel/energy consumption and equipment operator's wages/costs. For multiple shift utilization, reimbursement shall be calculated as follows: first shift shall be seventy-five (75%) percent of such rental rates; second shift shall be sixty (60%) percent of the first shift rate; and third shift shall be forty (40%) percent of the first shift rate. Equipment on standby shall be reimbursed at one-third (1/3) the prorated monthly rental rate. **Contractor**-owned (or **Subcontractor**-owned, as applicable) equipment includes equipment from rental companies affiliated with or controlled by the **Contractor** (or **Subcontractor**, as applicable), as determined by the **Commissioner**. In establishing cost reimbursement for non-operating **Contractor**-owned (or **Subcontractor**-owned, as applicable) equipment (scaffolding, sheeting systems, road plates, etc.), the **City** may restrict reimbursement to a purchase-salvage/life cycle basis if less than the computed rental costs; plus

26.2.5  Necessary installation and dismantling of such plant and equipment, including transportation to and from the **Site**, if any, provided that, in the case of non-**Contractor**-owned (or non-**Subcontractor**-owned, as applicable) equipment rented from a third party, the cost of installation and dismantling are not allowable if such costs are included in the rental rate; plus

26.2.6  Necessary fees charged by governmental entities; plus

26.2.7  Necessary construction-related service fees charged by non-governmental entities, such as landfill tipping fees; plus

26.2.8 □ Reasonable rental costs of non-**Contractor**-owned (or non-**Subcontractor**-owned, as applicable) necessary plant and equipment other than **Small Tools**, plus fuel/energy costs. Except for fuel costs for pick-up trucks which shall be reimbursed based on a consumption of five (5) gallons per shift, fuel costs shall be reimbursed based on actual costs or, in the absence of auditable documentation, the following fuel consumption formula per hour of operation:  $(.035) \times (\text{HP rating}) \times (\text{Fuel cost/gallon})$ . In lieu of renting, the **City** reserves the right to direct the purchase of non-operating equipment (scaffolding, sheeting systems, road plates, etc.), with payment on a purchase-salvage/life cycle basis, if less than the projected rental costs; plus

26.2.9 □ Workers' Compensation Insurance, and any insurance coverage expressly required by the **City** for the performance of the **Extra Work** which is different than the types of insurance required by Article 22 and Schedule A of the General Conditions. The cost of Workers' Compensation Insurance is subject to applicable payroll limitation caps and shall be based upon the carrier's Manual Rate for such insurance derived from the applicable class Loss Cost ("LC") and carrier's Lost Cost Multiplier ("LCM") approved by the New York State Department of Financial Services, and with the exception of experience rating, rate modifiers as promulgated by the New York Compensation Insurance Rating Board ("NYCIRB"); plus

26.2.10 □ Additional costs incurred as a result of the **Extra Work** for performance and payment bonds; plus

26.2.11 □ Twelve percent (12%) percent of the total of items in Articles 26.2.1 through 26.2.5 as compensation for overhead, except that no percentage for overhead will be allowed on **Payroll Taxes** or on the premium portion of overtime pay or on sales and personal property taxes. Overhead shall include without limitation, all costs and expenses in connection with administration, management superintendence, small tools, and insurance required by Schedule A of the General Conditions other than Workers' Compensation Insurance; plus

26.2.12 □ Ten (10%) percent of the total of items in Articles 26.2.1 through 26.2.5, plus the items in Article 26.2.11, as compensation for profit, except that no percentage for profit will be allowed on **Payroll Taxes** or on the premium portion of overtime pay or on sales and personal property taxes; plus

26.2.13 □ Five (5%) percent of the total of items in Articles 26.2.6 through 26.2.10 as compensation for overhead and profit.

26.3 □ Where the **Extra Work** is performed in whole or in part by other than the **Contractor's** own forces pursuant to Article 26.2, the **Contractor** shall be paid, subject to pre-audit by the **Engineering Audit Officer**, the cost of such **Work** computed in accordance with Article 26.2 above, plus an additional allowance of five (5%) percent to cover the **Contractor's** overhead and profit.

26.4 □ Where a change is ordered, involving both **Extra Work** and omitted or reduced **Contract Work**, the **Contract** price shall be adjusted, subject to pre-audit by the **EAO**, in an amount based on the difference between the cost of such **Extra Work** and of the omitted or reduced **Work**.

26.5 □ Where the **Contractor** and the **Commissioner** can agree upon a fixed price for **Extra Work** in accordance with Article 25.3.2 or another method of payment for **Extra Work** in accordance with Article 25.3.4, or for **Extra Work** ordered in connection with omitted **Work**, such method, subject to pre-audit by the **EAO**, may, at the option of the **Commissioner**, be substituted for the cost plus a percentage method provided in Article 26.2; provided, however, that if the **Extra Work** is performed by a **Subcontractor**, the **Contractor** shall not be entitled to receive more than an additional allowance of five (5%) percent for overhead and profit over

the cost of such **Subcontractor's Work** as computed in accordance with Article 26.2.

## ARTICLE 27. RESOLUTION OF DISPUTES

27.1 □ All disputes between the **City** and the **Contractor** of the kind delineated in this Article 27.1 that arise under, or by virtue of, this **Contract** shall be finally resolved in accordance with the provisions of this Article 27 and the **PPB** Rules. This procedure for resolving all disputes of the kind delineated herein shall be the exclusive means of resolving any such disputes.

27.1.1 □ This Article 27 shall not apply to disputes concerning matters dealt with in other sections of the **PPB** Rules, or to disputes involving patents, copyrights, trademarks, or trade secrets (as interpreted by the courts of New York State) relating to proprietary rights in computer software.

27.1.2 □ This Article 27 shall apply only to disputes about the scope of **Work** delineated by the **Contract**, the interpretation of **Contract** documents, the amount to be paid for **Extra Work** or disputed work performed in connection with the **Contract**, the conformity of the **Contractor's Work** to the **Contract**, and the acceptability and quality of the **Contractor's Work**; such disputes arise when the **Engineer, Resident Engineer, Engineering Audit Officer**, or other designee of the **Commissioner** makes a determination with which the **Contractor** disagrees.

27.2 □ All determinations required by this Article 27 shall be made in writing clearly stated, with a reasoned explanation for the determination based on the information and evidence presented to the party making the determination. Failure to make such determination within the time required by this Article 27 shall be deemed a non-determination without prejudice that will allow application to the next level.

27.3 □ During such time as any dispute is being presented, heard, and considered pursuant to this Article 27, the **Contract** terms shall remain in force and the **Contractor** shall continue to perform **Work** as directed by the **ACCO** or the **Engineer**. Failure of the **Contractor** to continue **Work** as directed shall constitute a waiver by the **Contractor** of its claim.

27.4 □ Presentation of Disputes to **Commissioner**.

Notice of Dispute and Agency Response. The **Contractor** shall present its dispute in writing ("Notice of Dispute") to the **Commissioner** within thirty (30) Days of receiving written notice of the determination or action that is the subject of the dispute. This notice requirement shall not be read to replace any other notice requirements contained in the **Contract**. The Notice of Dispute shall include all the facts, evidence, documents, or other basis upon which the **Contractor** relies in support of its position, as well as a detailed computation demonstrating how any amount of money claimed by the **Contractor** in the dispute was arrived at. Within thirty (30) Days after receipt of the detailed written submission comprising the complete Notice of Dispute, the **Engineer, Resident Engineer, Engineering Audit Officer**, or other designee of the **Commissioner** shall submit to the **Commissioner** all materials he or she deems pertinent to the dispute. Following initial submissions to the **Commissioner**, either party may demand of the other the production of any document or other material the demanding party believes may be relevant to the dispute. The requested party shall produce all relevant materials that are not otherwise protected by a legal privilege recognized by the courts of New York State. Any question of relevancy shall be determined by the **Commissioner** whose decision shall be final. Willful failure of the **Contractor** to produce any requested material whose relevancy the **Contractor** has not disputed, or whose relevancy has been affirmatively determined, shall constitute a waiver by the **Contractor** of its claim.

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

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

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

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

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



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

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

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

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

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

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

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

27.7□ Petition to the Contract Dispute Resolution Board. In the event the claim has not been settled or adjusted by the **Comptroller** within the period provided in this Article 27, the **Contractor**, within thirty (30) **Days** thereafter, may petition the Contract Dispute Resolution Board to review the

**Commissioner's determination.**

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

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

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

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

27.7.5□ **Notification of Contract Dispute Resolution Board Decision.** The Contract Dispute Resolution Board shall send a copy of its decision to the **Contractor**, the **ACCO**, the Engineer, the **Comptroller**, the **City** Corporation Counsel, the CCPO, and the **PPB**. A decision in favor of the **Contractor** shall be subject to the prompt payment provisions of the **PPB** Rules. The

Required Payment Date shall be thirty (30) Days after the date the parties are formally notified of the Contract Dispute Resolution Board's decision.

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

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

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

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

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

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

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

28.3□ The **Contractor** and its **Subcontractors**, when required by the **Commissioner**, or the **Comptroller**, shall also produce for inspection, at the office of the **Contractor** or **Subcontractor**, any and all of its books, bid documents, financial statements, vouchers, records, daily job diaries and reports, and cancelled checks, and any other documents relating to showing the nature and quantity of the labor, materials, plant and equipment actually used in the performance of such **Work**, or in complying with such determination or order, and the amounts expended therefor, and shall permit the **Commissioner** and the

**Comptroller** to make such extracts therefrom, or copies thereof, as they or either of them may desire.

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

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

#### **ARTICLE 29. OMITTED WORK**

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

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

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

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

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

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

30.1□ If the **Contractor** shall claim to be sustaining damages by reason of any act or omission of the **City** or its agents, it shall submit to the **Commissioner** within forty-five (45) **Days** from the time such damages are first incurred, and every thirty (30) **Days** thereafter to the extent additional damages are being incurred for the same condition, verified statements of the details and the amounts of such damages, together with documentary evidence of such damages. The **Contractor** may submit any of the above statements within such additional time as may be granted by the **Commissioner** in writing upon written request therefor. Failure of the **Commissioner** to respond in writing to a written request for additional time within thirty (30) **Days** shall be deemed a denial of the request. On failure of the **Contractor** to strictly comply with

the foregoing provisions, such claims shall be deemed waived and no right to recover on such claims shall exist. Damages that the **Contractor** may claim in any action or dispute resolution procedure arising under or by reason of this **Contract** shall not be different from or in excess of the statements and documentation made pursuant to this Article 30. This Article 30.1 does not apply to claims submitted to the **Commissioner** pursuant to Article 11 or to claims disputing a determination under Article 27.

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

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

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

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

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

### **ARTICLE 31. THE RESIDENT ENGINEER**

31.1 The **Resident Engineer** shall have the power to inspect, supervise, and control the performance

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

### **ARTICLE 32. THE ENGINEER OR ARCHITECT OR PROJECT MANAGER**

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

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

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

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

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

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

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

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

### **ARTICLE 33. THE COMMISSIONER**

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

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

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

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

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

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

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

#### **ARTICLE 34. NO ESTOPPEL**

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

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

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

### **CHAPTER VIII: LABOR PROVISIONS**

#### **ARTICLE 35. EMPLOYEES**

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

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

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

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

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

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

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

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

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

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

35.3.3(b) the rights and remedies afforded to its employees under Administrative Code sections 7-805 (the New York City False Claims Act) and 12-113 (the Whistleblower Protection Expansion Act) for lawful acts taken in connection with the



reporting of allegations of fraud, false claims, criminality or corruption in connection with the **Contract**.

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

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

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

35.5 Paid Sick Leave Law.

35.5.1 Introduction and General Provisions.

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

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

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

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

35.5.1(e) The PSLL is summarized below for the convenience of the **Contractor**. The **Contractor** is advised to review the PSLL and Rules in their entirety. On the

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

website [www.nyc.gov/PaidSickLeave](http://www.nyc.gov/PaidSickLeave) there are links to the PSL and the associated Rules as well as additional resources for employers, such as Frequently Asked Questions, timekeeping tools and model forms, and an event calendar of upcoming presentations and webinars at which the **Contractor** can get more information about how to comply with the PSL. The **Contractor** acknowledges that it is responsible for compliance with the PSL notwithstanding any inconsistent language contained herein.

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

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

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

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

- i.  such employee’s mental illness, physical illness, injury, or health condition or the care of such illness, injury, or condition or such employee’s need for medical diagnosis or preventive medical care;
- ii.  such employee’s care of a family member (an employee’s child, spouse, domestic partner, parent, sibling, grandchild or grandparent, or the child or parent of an employee’s spouse or domestic partner) who has a mental illness, physical illness, injury or health condition or who has a need for medical diagnosis or preventive medical care;
- iii.  closure of such employee’s place of business by order of a public official due to a public health emergency; or
- iv.  such employee’s need to care for a child whose school or childcare provider has been closed due to a public health emergency.

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

employer as confidential.

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

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

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

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

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

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

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

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

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

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

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

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

35.5.5 Notice of Rights.

35.5.5(a) An employer must provide its employees with written notice of their rights pursuant to the PSLL. Such notice must be in English and the primary language spoken

by an employee, provided that DCA has made available a translation into such language. Downloadable notices are available on DCA's website at <http://www.nyc.gov/html/dca/html/law/PaidSickLeave.shtml>.

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

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

35.5.7 Enforcement and Penalties.

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

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

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

35.6 HireNYC: Hiring and Reporting Requirements. This Article 35.6 applies to construction contracts of \$1,000,000 or more. The **Contractor** shall comply with the requirements of Articles 35.6.1-35.6.5 for all non-trades jobs (e.g., for an administrative position arising out of **Work** and located in New York City). The **Contractor** shall reasonably cooperate with SBS and the **City** on specific outreach events, including "Hire-on-the-Spot" events, for the hiring of trades workers in connection with the **Work**. If provided elsewhere in this **Contract**, this **Contract** is subject to a project labor agreement.

35.6.1 Enrollment. The **Contractor** shall enroll with the HireNYC system, found at [www.nyc.gov/sbs](http://www.nyc.gov/sbs), within thirty (30) days after the registration of this **Contract** pursuant to Section 328 of the New York City Charter. The **Contractor** shall provide information about the business, designate a primary contact and say whether it intends to hire for any entry

to mid-level job opportunities arising from this **Contract** and located in New York City, and, if so, the approximate start date of the first hire.

#### 35.6.2 Job Posting Requirements.

35.6.2(a) Once enrolled in HireNYC, the **Contractor** agrees to update the HireNYC portal with all entry to mid-level job opportunities arising from this **Contract** and located in New York City, if any, which shall be defined as jobs requiring no more than an associate degree, as provided by the New York State Department of Labor (see Column F of <https://labor.ny.gov/stats/2012-2022-NYS-Employment-Prospects.xls>). The information to be updated includes the types of entry and mid-level positions made available from the work arising from the **Contract** and located in New York City, the number of positions, the anticipated schedule of initiating the hiring process for these positions, and the contact information for the **Contractor's** representative charged with overseeing hiring. The **Contractor** must update the HireNYC portal with any hiring needs arising from the contract and located in New York City, and the requirements of the jobs to be filled, no less than three weeks prior to the intended first day of employment for each new position, except with the permission of SBS, not to be unreasonably withheld, and must also update the HireNYC portal as set forth below.

35.6.2(b) After enrollment through HireNYC and submission of relevant information, SBS will work with the **Contractor** to develop a recruitment plan which will outline the candidate screening process, and will provide clear instructions as to when, where, and how interviews will take place. HireNYC will screen applicants based on employer requirements and refer applicants whom it believes are qualified to the **Contractor** for interviews. The **Contractor** must interview referred applicants whom it believes are qualified.

35.6.2(c) After completing an interview of a candidate referred by HireNYC, the **Contractor** must provide feedback via the portal within twenty (20) business days to indicate which candidates were interviewed and hired, if any. In addition, the **Contractor** shall provide the start date of new hires, and additional information reasonably related to such hires, within twenty (20) business days after the start date. In the event the **Contractor** does not have any job openings covered by this Rider in any given year, the **Contractor** shall be required to provide an annual update to HireNYC to that effect. For this purpose, the reporting year shall run from the date of the registration of the **Contract** pursuant to Charter section 328 and each anniversary date.

35.6.2(d) These requirements do not limit the **Contractor's** ability to assess the qualifications of prospective workers, and to make final hiring and retention decisions. No provision of this Article 35.6 shall be interpreted so as to require the **Contractor** to employ any particular worker.

35.6.2(e) In addition, the provisions of this Article 35.6 shall not apply to positions that the **Contractor** intends to fill with employees employed pursuant to the job retention provision of Section 22-505 of the Administrative Code of the City of New York. The **Contractor** shall not be required to report such openings with HireNYC. However, the **Contractor** shall enroll with the HireNYC system pursuant to Article 35.6.1, above, and, if such positions subsequently become open, then the remaining provisions of this Article 35.6 will apply.

35.6.3 Breach and Liquidated Damages. If the **Contractor** fails to comply with the terms of the **Contract** and this Article 35.6 (1) by not enrolling its business with HireNYC; (2) by not informing HireNYC, as required, of open positions; or (3) by failing to interview a qualified candidate, the **Agency** may assess liquidated damages in the amount of two-thousand five hundred dollars (\$2,500) per breach. For all other events of noncompliance with the terms of this Article 35.6, the **Agency** may assess liquidated damages in the amount of five hundred dollars (\$500) per breach. Furthermore, in the event the **Contractor** breaches the requirements of this Article 35.6 during the term of the **Contract**, the **City** may hold the **Contractor** in default of this **Contract**.

35.6.4 Audit Compliance. In addition to the auditing requirements set forth in other parts of the **Contract**, the **Contractor** shall permit SBS and the **City** to inspect any and all records concerning or relating to job openings or the hiring of individuals for work arising from the **Contract** and located in New York City. The **Contractor** shall permit an inspection within seven (7) business days of the request.

35.6.5 Other Reporting Requirements. The **Contractor** shall report to the **City**, on a monthly basis, all information reasonably requested by the **City** that is necessary for the **City** to comply with any reporting requirements imposed by **Law**, including any requirement that the **City** maintain a publicly accessible database. In addition, the **Contractor** agrees to comply with all reporting requirements imposed by **Law**, or as otherwise requested by the **City**.

35.6.6 Federal Hiring Requirements. If this **Contract** is federally funded (as indicated elsewhere in this **Contract**), the **Contractor** shall comply with all federal hiring requirements as may be set forth in this **Contract**, including, as applicable: (a) Section 3 of the HUD Act of 1968, which requires, to the greatest extent feasible, economic opportunities for 30 percent of new hires be given to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing and Executive Order 11246, which prohibits discrimination in employment due to race, color, religion, sex or national origin, and requires the implementation of goals for minority and female participation for work involving any construction trade.

## ARTICLE 36. NO DISCRIMINATION

36.1 The **Contractor** specifically agrees, as required by Labor Law Section 220-e, as amended, that:

36.1.1 In the hiring of employees for the performance of **Work** under this **Contract** or any subcontract hereunder, neither the **Contractor**, **Subcontractor**, nor any person acting on behalf of such **Contractor** or **Subcontractor**, shall by reason of race, creed, color or national origin discriminate against any citizen of the State of New York who is qualified and available to perform the **Work** to which the employment relates;

36.1.2 Neither the **Contractor**, **Subcontractor**, nor any person on its behalf shall, in any manner, discriminate against or intimidate any employee hired for the performance of **Work** under this **Contract** on account of race, creed, color or national origin;

36.1.3 There may be deducted from the amount payable to the **Contractor** by the **City** under this **Contract** a penalty of fifty (\$50.00) dollars for each person for each **Day** during which such person was discriminated against or intimidated in violation of the provisions of this

**Contract;** and

36.1.4□ This **Contract** may be cancelled or terminated by the **City** and all moneys due or to become due hereunder may be forfeited, for a second or any subsequent violation of the terms or conditions of this Article 36.

36.1.5□ This Article 36 covers all construction, alteration and repair of any public building or public work occurring in the State of New York and the manufacture, sale, and distribution of materials, equipment, and supplies to the extent that such operations are performed within the State of New York pursuant to this **Contract**.

36.2□ The **Contractor** specifically agrees, as required by Section 6-108 of the Administrative Code, as amended, that:

36.2.1□ It shall be unlawful for any person engaged in the construction, alteration or repair of buildings or engaged in the construction or repair of streets or highways pursuant to a **Contract** with the **City** or engaged in the manufacture, sale or distribution of materials, equipment or supplies pursuant to a **Contract** with the **City** to refuse to employ or to refuse to continue in any employment any person on account of the race, color or creed of such person.

36.2.2□ It shall be unlawful for any person or any servant, agent or employee of any person, described in Article 36.1.2, to ask, indicate or transmit, orally or in writing, directly or indirectly, the race, color or creed or religious affiliation of any person employed or seeking employment from such person, firm or corporation.

36.2.3□ Breach of the foregoing provisions shall be deemed a violation of a material provision of this **Contract**.

36.2.4□ Any person, or the employee, manager or owner of or officer of such firm or corporation who shall violate any of the provisions of this Article 36.2 shall, upon conviction thereof, be punished by a fine of not more than one hundred (\$100.00) dollars or by imprisonment for not more than thirty (30) **Days**, or both.

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

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

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

36.3.3□ Will state in all solicitations or advertisements for employees placed by or on behalf of the **Contractor** that all qualified applicants will receive consideration for employment without unlawful discrimination based on race, creed, color, national origin, sex, age, citizens status,

disability, marital status, sexual orientation, or that it is an equal employment opportunity employer; and

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

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

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

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

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

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

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

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

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

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

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

### **ARTICLE 37. LABOR LAW REQUIREMENTS**

37.1□ The **Contractor** shall strictly comply with all applicable provisions of the Labor Law, as



amended. Such compliance is a material term of this **Contract**.

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

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

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

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

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

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

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

37.3□Working Conditions: No part of the **Work**, labor or services shall be performed or rendered by

the **Contractor** in any plants, factories, buildings or surroundings or under working conditions which are unsanitary or hazardous or dangerous to the health and safety of employees engaged in the performance of this **Contract**. Compliance with the safety, sanitary, and factory inspection **Laws** of the state in which the **Work** is to be performed shall be prima facie evidence of compliance with this Article 37.3.

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

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

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

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

37.4.2□For any breach or violation of either working conditions (Article 37.3) or minimum wages (Article 37.2.6) provisions, the party responsible therefor shall be liable to the **City** for liquidated damages, which may be withheld from any amounts due on any contracts with the **City** of such party responsible, or may be recovered in actions brought by the **City** Corporation Counsel in the name of the **City**, in addition to damages for any other breach of this **Contract**, for a sum equal to the amount of any underpayment of wages due to any employee engaged in the performance of this **Contract**. In addition, the **Commissioner** shall have the right to cancel contracts and enter into other contracts for the completion of the original contract, with or without public letting, and the original **Contractor** shall be liable for any additional cost. All sums withheld or recovered as deductions, rebates, refunds, or underpayment of wages hereunder, shall be held in a special deposit account and shall be paid without interest, on order of the **Comptroller**, directly to the employees who have been paid less than minimum rates of pay as set forth herein and on whose account such sums were withheld or recovered, provided that no claims by employees for such payments shall be entertained unless made within two (2) years from the date of actual notice to the **Contractor** of the withholding or recovery of such sums by the **City**.

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

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

37.4.4(a) An unsatisfactory performance evaluation for noncompliance with this Article 37.4 may result in a determination that the **Contractor** is a non-responsible bidder on subsequent procurements with the **City** and thus a rejection of a future award

of a contract with the **City**, as well as any other sanctions provided for by **Law**.

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

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

37.5□ The **Contractor** and its **Subcontractors** shall within ten (10) **Days** after mailing of a Notice of Award or written order, post in prominent and conspicuous places in each and every plant, factory, building, and structure where employees of the **Contractor** and its **Subcontractors** engaged in the performance of this **Contract** are employed, notices furnished by the **City**, in relation to prevailing wages and supplements, minimum wages, and other stipulations contained in Sections 220 and 220-h of the Labor Law, and the **Contractor** and its **Subcontractors** shall continue to keep such notices posted in such prominent and conspicuous places until **Final Acceptance** of the supplies, materials, equipment, or **Work**, labor, or services required to be furnished or rendered under this **Contract**.

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

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

37.6.2□ Daily **Site** Sign-in Sheets: Maintain daily **Site** sign-in sheets, and require that **Subcontractors** maintain daily **Site** sign-in sheets for its employees, which include blank spaces for an employee's name to be both printed and signed, job title, date started and Social Security number, the time the employee began work and the time the employee left

work, until **Final Acceptance** of the supplies, materials, equipment, or **Work**, labor, or services to be furnished or rendered under this **Contract** unless exception is granted by the **Comptroller** upon application by the **Agency**. In the alternative, subject to the approval of the **CCPO**, the **Contractor** and **Subcontractor** may maintain an electronic or biometric sign-in system, which provides the information required by this Article 37.6.2; and

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

37.6.3(a) The **Contractor** and each **Subcontractor** shall notify each worker, laborer or mechanic employed under this **Contract** in writing of the prevailing rate of wages for their particular job classification. Such notification shall be given to every worker, laborer, and mechanic on their first pay stub and with every pay stub thereafter; and

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

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

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

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

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

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

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

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

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

### **ARTICLE 38. PAYROLL REPORTS**

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

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

38.3□ The **Contractor** and **Subcontractor(s)** shall comply with any written order, direction, or request made by the **Engineer**, the **Commissioner**, the **ACCO**, the **Agency EAO**, the **Agency Labor Law**

**Investigator(s)**, or the **Comptroller**, to provide to the requesting party any of the following information and/or records within five (5) **Days** of such written order, direction, or request:

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

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

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

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

### ARTICLE 39. DUST HAZARDS

39.1 Should a harmful dust hazard be created in performing the **Work** of this **Contract**, for the elimination of which appliances or methods have been approved by the Board of Standards and Appeals of the City of New York, such appliances and methods shall be installed, maintained, and effectively operated during the continuance of such harmful dust hazard. Failure to comply with this provision after notice shall make this **Contract** voidable at the sole discretion of the **City**.

## CHAPTER IX: PARTIAL AND FINAL PAYMENTS

### ARTICLE 40. CONTRACT PRICE

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

### ARTICLE 41. BID BREAKDOWN ON LUMP SUM

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

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

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

#### **ARTICLE 42. PARTIAL PAYMENTS**

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

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

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

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

#### **ARTICLE 43. PROMPT PAYMENT**

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

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

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

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

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

43.5.1□If **Contractor** fails to make any payment to any **Subcontractor** or **Materialman** within seven (7) **Days** after receipt of payment by the **City** pursuant to this Article 43.5,

then the **Contractor** shall pay interest on amounts due to such **Subcontractor** or **Materialman** at the rate of interest in effect on the date such payment is made by the **Contractor** computed in accordance with Section 756-b (1)(b) of the New York General Business Law. Accrual of interest shall commence on the **Day** immediately following the expiration of the seventh **Day** following receipt of payment by the **Contractor** from the **City** and shall end on the date on which payment is made.

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

#### **ARTICLE 44. SUBSTANTIAL COMPLETION PAYMENT**

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

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

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

44.1.2□ **A Final Approved Punch List.**

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

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



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

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

#### **ARTICLE 45. FINAL PAYMENT**

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

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

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

45.3.1□ All prior certificates and vouchers upon which partial payments were made, being merely estimates made to enable the **Contractor** to prosecute the **Work** more advantageously, shall be subject to correction in the final voucher, and the certification of the **Engineer**

thereon and the approval of the **Commissioner** thereof, shall be conditions precedent to the right of the **Contractor** to receive any money hereunder. Such final voucher shall be binding and conclusive upon the **Contractor**.

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

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

#### **ARTICLE 46. ACCEPTANCE OF FINAL PAYMENT**

46.1□ The acceptance by the **Contractor**, or by anyone claiming by or through it, of the final payment, whether such payment be made pursuant to any judgment of any court, or otherwise, shall constitute and operate as a release of the **City** from any and all claims of and liability to the **Contractor** for anything heretofore done or furnished for the **Contractor** relating to or arising out of this **Contract** and the **Work** done hereunder, and for any prior act, neglect or default on the part of the **City** or any of its officials, agents or employees, excepting only a claim against the **City** for the amounts deducted or retained in accordance with the terms and provisions of this **Contract** or by **Law**, and excepting any claims, not otherwise waived, or any pending dispute resolution procedures which are contained in the verified statement filed with the **Contractor's** substantial and final requisitions pursuant to Articles 44 and 45.

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

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

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

#### **ARTICLE 47. APPROVAL BY PUBLIC DESIGN COMMISSION**

47.1 All works of art, including paintings, mural decorations, stained glass, statues, bas-reliefs, and other sculptures, monuments, fountains, arches, and other structures of a permanent character intended for ornament or commemoration, and every design of the same to be used in the performance of this **Contract**, and the design of all bridges, approaches, buildings, gates, fences, lamps, or structures to be erected, pursuant

to the terms of this **Contract**, shall be submitted to the Art Commission, d/b/a the Public Design Commission of the City of New York, and shall be approved by the Public Design Commission prior to the erection or placing in position of the same. The final payment shall not become due or payable under this **Contract** unless and until the Public Design Commission shall certify that the design for the **Work** herein contracted for has been approved by the said Public Design Commission, and that the same has been executed in substantial accordance with the design so approved, pursuant to the provisions of Chapter 37, Section 854 of the **City Charter**, as amended.

## **CHAPTER X: CONTRACTOR'S DEFAULT**

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

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

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

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

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

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

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

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

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

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

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

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

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

**Commissioner's** opinion, attributable to conditions within the **Contractor's** control; or if

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

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

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

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

#### **ARTICLE 49. EXERCISE OF THE RIGHT TO DECLARE DEFAULT**

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

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

#### **ARTICLE 50. QUITTING THE SITE**

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

#### **ARTICLE 51. COMPLETION OF THE WORK**

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

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

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

#### **ARTICLE 52. PARTIAL DEFAULT**

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

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

#### **ARTICLE 53. PERFORMANCE OF UNCOMPLETED WORK**

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

#### **ARTICLE 54. OTHER REMEDIES**

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

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

the **Commissioner**, exceed the total sum which would have been payable under the **Contract** if it had been completed by the **Contractor**, any excess shall be paid by the **Contractor**.

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

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

## **CHAPTER XI: MISCELLANEOUS PROVISIONS**

### **ARTICLE 55. CONTRACTOR'S WARRANTIES**

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

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

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

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

### **ARTICLE 56. CLAIMS AND ACTIONS THEREON**

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

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

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

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

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

## **ARTICLE 57. INFRINGEMENT**

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

## **ARTICLE 58. NO CLAIM AGAINST OFFICIALS, AGENTS OR EMPLOYEES**

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

## **ARTICLE 59. SERVICE OF NOTICES**

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

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

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

## **ARTICLE 60. UNLAWFUL PROVISIONS DEEMED STRICKEN FROM CONTRACT**

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

## **ARTICLE 61. ALL LEGAL PROVISIONS DEEMED INCLUDED**

61.1 It is the intent and understanding of the parties to this **Contract** that each and every provision of **Law** required to be inserted in this **Contract** shall be and is inserted herein. Furthermore, it is hereby stipulated that every such provision is to be deemed to be inserted herein, and if, through mistake or otherwise, any such provision is not inserted, or is not inserted in correct form, then this **Contract** shall forthwith upon the application of either party be amended by such insertion so as to comply strictly with the **Law** and without prejudice to the rights of either party hereunder.

## **ARTICLE 62. TAX EXEMPTION**

62.1□ The **City** is exempt from payment of Federal, State, and local taxes, including sales and compensating use taxes of the State of New York and its cities and counties on all tangible personal property sold to the **City** pursuant to the provisions of this **Contract**. These taxes are not to be included in bids. However, this exemption does not apply to tools, machinery, equipment or other property leased by or to the **Contractor**, **Subcontractor** or **Materialman** or to tangible personal property which, even though it is consumed, is not incorporated into the completed **Work** (consumable supplies) and tangible personal property that the **Contractor** is required to remove from the **Site** during or upon completion of the **Work**. The **Contractor** and its **Subcontractors** and **Materialmen** shall be responsible for and pay any and all applicable taxes, including sales and compensating use taxes, on such leased tools, machinery, equipment or other property and upon all such consumable supplies and tangible personal property that the **Contractor** is required to remove from the **Site** during or upon completion of the **Work**.

62.2□ The **Contractor** agrees to sell and the **City** agrees to purchase all tangible personal property, other than consumable supplies and other tangible personal property that the **Contractor** is required to remove from the **Site** during or upon completion of the **Work**, that is required, necessary or proper for or incidental to the construction of the **Project** covered by this **Contract**. The sum paid under this **Contract** for such tangible personal property shall be in full payment and consideration for the sale of such tangible personal property.

62.2.1□ The **Contractor** agrees to construct the **Project** and to perform all **Work**, labor and services rendered, necessary, proper or incidental thereto for the sum shown in the bid for the performance of such **Work**, labor, and services, and the sum so paid pursuant to this **Contract** for such **Work**, labor, and services, shall be in full consideration for the performance by the **Contractor** of all its duties and obligations under this **Contract** in connection with said **Work**, labor, and services.

62.3□ 20 NYCRR Section 541.3(d) provides that a **Contractor's** purchases of tangible personal property that is either incorporated into real property owned by a governmental entity or purchased for and sold to a governmental entity are exempt from sales and use tax. The **City** shall not pay sales tax for any such tangible personal property that it purchases from the **Contractor** pursuant to the **Contract**. With respect to such tangible personal property, the **Contractor**, at the request of the **City**, shall furnish to the **City** such bills of sale and other instruments as may be required by the **City**, properly executed, acknowledged and delivered assuring to the **City** title to such tangible personal property, free of liens and/or encumbrances, and the **Contractor** shall mark or otherwise identify all such tangible personal property as the property of the **City**.

62.4□ Title to all tangible personal property to be sold by the **Contractor** to the **City** pursuant to the provisions of the **Contract** shall immediately vest in and become the sole property of the **City** upon delivery of such tangible personal property to the **Site**. Notwithstanding such transfer of title, the **Contractor** shall



have the full and continuing responsibility to install such tangible personal property in accordance with the provisions of this **Contract**, protect it, maintain it in a proper condition and forthwith repair, replace and make good any damage thereto, theft or disappearance thereof, and furnish additional tangible personal property in place of any that may be lost, stolen or rendered unusable, without cost to the **City**, until such time as the **Work** covered by the **Contract** is fully accepted by the **City**. Such transfer of title shall in no way affect any of the **Contractor's** obligations hereunder. In the event that, after title has passed to the **City**, any of the tangible personal property is rejected as being defective or otherwise unsatisfactory, title to all such tangible personal property shall be deemed to have been transferred back to the **Contractor**.

62.5□The purchase by **Subcontractors** or **Materialmen** of tangible personal property to be sold hereunder shall be a purchase or procurement for resale to the **Contractor** (either directly or through other **Subcontractors**) and therefore not subject to the aforesaid sales and compensating use taxes, provided that the subcontracts and purchase agreements provide for the resale of such tangible personal property and that such subcontracts and purchase agreements are in a form similar to this **Contract** with respect to the separation of the sale of consumable supplies and tangible personal property that the **Contractor** is required to remove from the **Site** during or upon completion of the **Work** from the **Work** and labor, services, and any other matters to be provided, and provided further that the subcontracts and purchase agreements provide separate prices for tangible personal property and all other services and matters. Such separation shall actually be followed in practice, including the separation of payments for tangible personal property from the payments for other **Work** and labor and other things to be provided.

62.6□The **Contractor** and its **Subcontractors** and **Materialmen** shall furnish a **Contractor** Exempt Purchase Certificate to all persons, firms or corporations from which they purchase tangible personal property for the performance of the **Work** covered by this **Contract**.

62.7□In the event any of the provisions of this Article 62 shall be deemed to be in conflict with any other provisions of this **Contract** or create any ambiguity, then the provisions of this Article 62 shall control.

### **ARTICLE 63. INVESTIGATION(S) CLAUSE**

63.1□The parties to this **Contract** agree to cooperate fully and faithfully with any investigation, audit or inquiry conducted by a United States, a State of New York (State) or a **City** governmental agency or authority that is empowered directly or by designation to compel the attendance of witnesses and to examine witnesses under oath, or conducted by the Inspector General of a governmental agency that is a party in interest to the transaction, submitted bid, submitted proposal, contract, lease, permit or license that is the subject of the investigation, audit or inquiry.

63.2□If any person who has been advised that his/her statement, and any information from such statement, will not be used against him/her in any subsequent criminal proceeding refuses to testify before a grand jury or other governmental agency or authority empowered directly or by designation to compel the attendance of witnesses and to examine witnesses under oath concerning the award of or performance under any transaction, agreement, lease, permit, contract, or license entered into with the **City**, the State, or any political subdivision or public authority thereof, or the Port Authority of New York and New Jersey, or any local development corporation within the **City**, or any public benefit corporation organized under the **Laws** of the State of New York, or;

63.3□If any person refuses to testify for a reason other than the assertion of his/her privilege against self incrimination in an investigation, audit or inquiry conducted by a **City** or State governmental agency or authority empowered directly or by designation to compel the attendance of witnesses and to take testimony under oath, or by the Inspector General of the governmental agency that is a party in interest in, and is

seeking testimony concerning the award of, or performance under any transaction, agreement, lease, permit, contract, or license entered into with the **City**, the State, or any political subdivision thereof or any local development corporation within the **City**, then;

63.4□ The **Commissioner** whose **Agency** is a party in interest to the transaction, submitted bid, submitted proposal, contract, lease, permit, or license shall convene a hearing, upon not less than five (5) **Days**' written notice to the parties involved to determine if any penalties should attach for the failure of a person to testify.

63.5□ If any non-governmental party to the hearing requests an adjournment, the **Commissioner** who convened the hearing may, upon granting the adjournment, suspend any contract, lease, permit, or license, pending the final determination pursuant to Article 63.7 without the **City** incurring any penalty or damages for delay or otherwise.

63.6□ The penalties which may attach after a final determination by the **Commissioner** may include but shall not exceed:

63.6.1□ The disqualification for a period not to exceed five (5) years from the date of an adverse determination for any person, or any entity of which such person was a member at the time the testimony was sought, from submitting bids for, or transacting business with, or entering into or obtaining any contract, lease, permit or license with or from the **City**; and/or

63.6.2□ The cancellation or termination of any and all such existing **City** contracts, leases, permits or licenses that the refusal to testify concerns and that have not been assigned as permitted under this **Contract**, nor the proceeds of which pledged, to an unaffiliated and unrelated institutional lender for fair value prior to the issuance of the notice scheduling the hearing, without the **City** incurring any penalty or damages on account of such cancellation or termination; monies lawfully due for goods delivered, work done, rentals, or fees accrued prior to the cancellation or termination shall be paid by the **City**.

63.7□ The **Commissioner** shall consider and address in reaching his/her determination and in assessing an appropriate penalty the factors in Articles 63.7.1 and 63.7.2. The **Commissioner** may also consider, if relevant and appropriate, the criteria established in Articles 63.7.3 and 63.7.4, in addition to any other information which may be relevant and appropriate:

63.7.1□ The party's good faith endeavors or lack thereof to cooperate fully and faithfully with any governmental investigation or audit, including but not limited to the discipline, discharge, or disassociation of any person failing to testify, the production of accurate and complete books and records, and the forthcoming testimony of all other members, agents, assignees or fiduciaries whose testimony is sought.

63.7.2□ The relationship of the person who refused to testify to any entity that is a party to the hearing, including but not limited to, whether the person whose testimony is sought has an ownership interest in the entity and/or the degree of authority and responsibility the person has within the entity.

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

63.7.4□ The effect a penalty may have on an unaffiliated and unrelated party or entity that has a significant interest in an entity subject to penalties under Article 63.6, provided that the party

or entity has given actual notice to the **Commissioner** upon the acquisition of the interest, or at the hearing called for in Article 63.4, gives notice and proves that such interest was previously acquired. Under either circumstance the party or entity shall present evidence at the hearing demonstrating the potential adverse impact a penalty will have on such person or entity.

63.8 Definitions:

63.8.1 The term “license” or “permit” as used in this Article 63 shall be defined as a license, permit, franchise or concession not granted as a matter of right.

63.8.2 The term “person” as used in this Article 63 shall be defined as any natural person doing business alone or associated with another person or entity as a partner, director, officer, principal or employee.

63.8.3 The term “entity” as used in this Article 63 shall be defined as any firm, partnership, corporation, association, joint venture, or person that receives monies, benefits, licenses, leases, or permits from or through the **City** or otherwise transacts business with the **City**.

63.8.4 The term “member” as used in this Article 63 shall be defined as any person associated with another person or entity as a partner, director, officer, principal or employee.

63.9 In addition to and notwithstanding any other provision of this **Contract**, the **Commissioner** may in his/her sole discretion terminate this **Contract** upon not less than three (3) **Days**’ written notice in the event the **Contractor** fails to promptly report in writing to the **Commissioner** of the Department of Investigations (“DOI”) of the **City** any solicitation of money, goods, requests for future employment or other benefit or thing of value, by or on behalf of any employee of the **City** or other person, firm, corporation or entity for any purpose which may be related to the procurement or obtaining of this **Contract** by the **Contractor**, or affecting the performance of this **Contract**.

**ARTICLE 64. TERMINATION BY THE CITY**

64.1 In addition to termination pursuant to any other article of this **Contract**, the **Commissioner** may, at any time, terminate this **Contract** by written notice to the **Contractor**. In the event of termination, the **Contractor** shall, upon receipt of such notice, unless otherwise directed by the **Commissioner**:

64.1.1 Stop **Work** on the date specified in the notice;

64.1.2 Take such action as may be necessary for the protection and preservation of the **City**’s materials and property;

64.1.3 Cancel all cancelable orders for material and equipment;

64.1.4 Assign to the **City** and deliver to the **Site** or another location designated by the **Commissioner**, any non-cancelable orders for material and equipment that is not capable of use except in the performance of this **Contract** and has been specifically fabricated for the sole purpose of this **Contract** and not incorporated in the **Work**;

64.1.5 Take no action which will increase the amounts payable by the **City** under this  
64.1.5 **Contract**.

64.2 In the event of termination by the **City** pursuant to this Article 64, payment to the **Contractor** shall be in accordance with Articles 64.2.1, 64.2.2 or 64.2.3, to the extent that each respective article applies.

64.2.1 Lump Sum Contracts or Items: On all lump sum **Contracts**, or on lump sum items in a **Contract**, the **City** will pay the **Contractor** the sum of the amounts described in Articles 64.2.1(a) and 64.2.1(b), less all payments previously made pursuant to this **Contract**. On lump sum **Contracts** only, the **City** will also pay the **Contractor** an additional sum as provided in Article 64.2.1(c).

64.2.1(a) For **Work** completed prior to the notice of termination, the **Contractor** shall be paid a pro rata portion of the lump sum bid amount, plus approved change orders, based upon the percent completion of the **Work**, as determined by the **Commissioner**. For the purpose of determining the pro rata portion of the lump sum bid amount to which the **Contractor** is entitled, the bid breakdown submitted in accordance with Article 41 shall be considered, but shall not be dispositive. The **Commissioner's** determination hereunder shall be final, binding, and conclusive.

64.2.1(b) For non-cancelable material and equipment that is not capable of use except in the performance of this **Contract** and has been specifically fabricated for the sole purpose of this **Contract**, but not yet incorporated in the **Work**, the **Contractor** shall be paid the lesser of the following, less salvage value:

64.2.1(b)(i) The Direct Cost, as defined in Article 64.2.4; or

64.2.1(b)(ii) The fair and reasonable value, if less than Direct Cost, of such material and equipment, plus necessary and reasonable delivery costs.

64.2.1(b)(iii) In addition, the **Contractor** shall be paid five (5%) percent of the amount described in Article 64.2.1(b)(i) or Article 64.2.1(b)(ii), whichever applies.

64.2.1(c) Except as otherwise provided in Article 64.2.1(d), on all lump sum **Contracts**, the **Contractor** shall be paid the percentage indicated below applied to the difference between the total lump sum bid amount and the total of all payments made prior to the notice of termination plus all payments allowed pursuant to Articles 64.2.1(a) and 64.2.1(b):

64.2.1(c)(i) Five (5%) percent of the first five million (\$5,000,000) dollars; and

64.2.1(c)(ii) Three (3%) percent of any amount between five million (\$5,000,000) dollars and fifteen million (\$15,000,000) dollars; plus

64.2.1(c)(iii) One (1%) percent of any amount over fifteen million (\$15,000,000) dollars.

64.2.1(d) In the event the **City** terminates a lump sum **Contract** pursuant to this Article 64 within ninety (90) **Days** after registration of the **Contract** with the **Comptroller**, the **Contractor** shall be paid one (1%) percent of the difference between the lump sum bid amount and the total of all payments made pursuant to this Article 64.2.

64.2.2 Unit Price Contracts or Items: On all unit price **Contracts**, or on unit price items in a

**Contract**, the **City** will pay the **Contractor** the sum of the amounts described in Articles 64.2.2(a) and 64.2.2(b), less all payments previously made pursuant to this **Contract**:

64.2.2(a) For all completed units, the unit price stated in the **Contract**, and

64.2.2(b) For units that have been ordered but are only partially completed, the **Contractor** will be paid:

64.2.2(b)(i) A pro rata portion of the unit price stated in the **Contract** based upon the percent completion of the unit and

64.2.2(b)(ii) For non-cancelable material and equipment, payment will be made pursuant to Article 64.2.1(b).

64.2.3  Time and Materials Contracts or Items Based on Time and Material Records: On all **Contracts** or items in a **Contract** where payment for the **Work** is based on time and material records, the **Contractor** shall be paid in accordance with Article 26, less all payments previously made pursuant to this **Contract**.

64.2.4  Direct Costs: Direct Costs as used in this Article 64.2 shall mean:

64.2.4(a) The actual purchase price of material and equipment, plus necessary and reasonable delivery costs,

64.2.4(b) The actual cost of labor involved in construction and installation at the **Site**, and

64.2.4(c) The actual cost of necessary bonds and insurance purchased pursuant to requirements of this **Contract** less any amounts that have been or should be refunded by the **Contractor's** sureties or insurance carriers.

64.2.4(d) Direct Costs shall not include overhead.

64.3  In no event shall any payments under this Article 64 exceed the **Contract** price for such items.

64.4  All payments pursuant to Article 64 shall be in the nature of liquidated damages and shall be accepted by the **Contractor** in full satisfaction of all claims against the **City**.

64.5  The **City** may deduct or set off against any sums due and payable pursuant to this Article 64, any deductions authorized by this **Contract** or by **Law** (including but not limited to liquidated damages) and any claims it may have against the **Contractor**. The **City's** exercise of the right to terminate the **Contract** pursuant to this Article 64 shall not impair or otherwise effect the **City's** right to assert any claims it may have against the **Contractor** in a plenary action.

64.6  Where the **Work** covered by the **Contract** has been substantially completed, as determined in writing by the **Commissioner**, termination of the **Work** shall be handled as an omission of **Work** pursuant to Articles 29 and 33, in which case a change order will be issued to reflect an appropriate reduction in the **Contract** sum, or if the amount is determined after final payment, such amount shall be paid by the **Contractor**.

## **ARTICLE 65. CHOICE OF LAW, CONSENT TO JURISDICTION AND VENUE**

65.1□ This **Contract** shall be deemed to be executed in the **City** regardless of the domicile of the **Contractor**, and shall be governed by and construed in accordance with the **Laws** of the State of New York and the **Laws** of the United States, where applicable.

65.2□ The parties agree that any and all claims asserted against the **City** arising under this **Contract** or related thereto shall be heard and determined in the courts of the State of New York (“New York State Courts”) located in the **City** and County of New York. To effect this **Contract** and intent, the **Contractor** agrees:

65.2.1□ If the **City** initiates any action against the **Contractor** in Federal court or in a New York State Court, service of process may be made on the **Contractor** either in person, wherever such **Contractor** may be found, or by registered mail addressed to the **Contractor** at its address as set forth in this **Contract**, or to such other address as the **Contractor** may provide to the **City** in writing; and

65.2.2□ With respect to any action between the **City** and the **Contractor** in a New York State Court, the **Contractor** hereby expressly waives and relinquishes any rights it might otherwise have:

65.2.2(a) To move to dismiss on grounds of forum non conveniens;

65.2.2(b) To remove to Federal Court; and

65.2.2(c) To move for a change of venue to a New York State Court outside New York County.

65.2.3□ With respect to any action brought by the **City** against the **Contractor** in a Federal Court located in the **City**, the **Contractor** expressly waives and relinquishes any right it might otherwise have to move to transfer the action to a Federal Court outside the **City**.

65.2.4□ If the **Contractor** commences any action against the **City** in a court located other than in the **City** and County of New York, upon request of the **City**, the **Contractor** shall either consent to a transfer of the action to a New York State Court of competent jurisdiction located in the **City** and County of New York or, if the Court where the action is initially brought will not or cannot transfer the action, the **Contractor** shall consent to dismiss such action without prejudice and may thereafter reinstate the action in a New York State Court of competent jurisdiction in New York County.

65.3□ If any provision(s) of this Article 65 is held unenforceable for any reason, each and all other provision(s) shall nevertheless remain in full force and effect.

## **ARTICLE 66. PARTICIPATION IN AN INTERNATIONAL BOYCOTT**

66.1□ The **Contractor** agrees that neither the **Contractor** nor any substantially owned affiliated company is participating or shall participate in an international boycott in violation of the provisions of the Federal Export Administration Act of 1979, as amended, or the regulations of the United States Department of Commerce (Commerce Department) promulgated thereunder.

66.2□ Upon the final determination by the Commerce Department or any other agency of the United States as to, or conviction of the **Contractor** or a substantially-owned affiliated company thereof for participation in an international boycott in violation of the provisions of the Export Administration Act of 1979, as amended, or the regulations promulgated thereunder, the **Comptroller** may, at his/her option, render forfeit and void this **Contract**.

66.3□ The **Contractor** shall comply in all respects, with the provisions of Section 6-114 of the Administrative Code and the rules and regulations issued by the **Comptroller** thereunder.

## **ARTICLE 67. LOCALLY BASED ENTERPRISE PROGRAM**

67.1□ This **Contract** is subject to the requirements of Section 6-108.1 of the Administrative Code and regulations promulgated thereunder. No construction contract shall be awarded unless and until these requirements have been complied with in their entirety; however, compliance with this Article 67 is not required if the Agency sets Subcontractor Participation Goals for Minority- and Women-Owned Business Enterprises (M/WBEs).

67.2□ Unless specifically waived by the **Commissioner** with the approval of the Division of Economic and Financial Opportunity of the **City** Department of Business Services, if any portion of the **Contract** is subcontracted, not less than ten (10%) percent of the total dollar amount of the **Contract** shall be awarded to locally based enterprises (LBEs); except that where less than ten (10%) percent of the total dollar amount of the **Contract** is subcontracted, such lesser percentage shall be so awarded.

67.3□ The **Contractor** shall not require performance and payment bonds from LBE **Subcontractors**.

67.4□ If the **Contractor** has indicated prior to award that no **Work** will be subcontracted, no **Work** shall be subcontracted without the prior approval of the **Commissioner**, which shall be granted only if the **Contractor** makes a good faith effort beginning at least six (6) weeks before the **Work** is to be performed to obtain LBE **Subcontractors** to perform the **Work**.

67.5□ If the **Contractor** has not identified sufficient LBE **Subcontractors** prior to award, it shall sign a letter of compliance stating that it complies with Section 6-108.1 of the Administrative Code, recognizes that achieving the LBE requirement is a condition of its **Contract**, and shall submit documentation demonstrating its good faith efforts to obtain LBEs. After award, the **Contractor** shall begin to solicit LBE's to perform subcontracted **Work** at least six (6) weeks before the date such **Work** is to be performed and shall demonstrate that a good faith effort has been made to obtain LBEs on each subcontract until it meets the required percentage.

67.6□ Failure of the **Contractor** to comply with the requirements of Section 6-108.1 of the Administrative Code and the regulations promulgated thereunder shall constitute a material breach of this **Contract**. Remedy for such breach may include the imposition of any or all of the following sanctions:

67.6.1□ Reducing the **Contractor's** compensation by an amount equal to the dollar value of the percentage of the LBE subcontracting requirement not complied with;

67.6.2□ Declaring the **Contractor** in default;

67.6.3□ If the **Contractor** is an LBE, de-certifying and declaring the **Contractor** ineligible to participate in the LBE program for a period of up to three (3) years.

## ARTICLE 68. ANTITRUST

68.1 The **Contractor** hereby assigns, sells, and transfers to the **City** all right, title, and interest in and to any claims and causes of action arising under the antitrust **Laws** of New York State or of the United States relating to the particular goods or services purchased or procured by the **City** under this **Contract**.

## ARTICLE 69. MacBRIDE PRINCIPLES PROVISIONS

69.1  Notice To All Prospective **Contractors**:

69.1.1  Local Law No. 34 of 1991 became effective on September 10, 1991 and added Section 6-115.1 of the Administrative Code. The local **Law** provides for certain restrictions on **City Contracts** to express the opposition of the people of the **City** to employment discrimination practices in Northern Ireland to promote freedom of work-place opportunity.

69.1.2  Pursuant to Section 6-115.1, prospective **Contractors** for **Contracts** to provide goods or services involving an expenditure of an amount greater than ten thousand (\$10,000.) dollars, or for construction involving an amount greater than fifteen thousand (\$15,000.) dollars, are asked to sign a rider in which they covenant and represent, as a material condition of their **Contract**, that any business operations in Northern Ireland conducted by the **Contractor** and any individual or legal entity in which the **Contractor** holds a ten (10%) percent or greater ownership interest in the **Contractor** will be conducted in accordance with the MacBride Principles of nondiscrimination in employment.

69.1.3  Prospective **Contractors** are not required to agree to these conditions. However, in the case of **Contracts** let by competitive sealed bidding, whenever the lowest responsible bidder has not agreed to stipulate to the conditions set forth in this notice and another bidder who has agreed to stipulate to such conditions has submitted a bid within five (5%) percent of the lowest responsible bid for a **Contract** to supply goods, services or construction of comparable quality, the **Agency** shall refer such bids to the Mayor, the Speaker or other officials, as appropriate, who may determine, in accordance with applicable **Law**, that it is in the best interest of the **City** that the **Contract** be awarded to other than the lowest responsible pursuant to Section 313(b)(2) of the **City** Charter.

69.1.4  In the case of **Contracts** let by other than competitive sealed bidding, if a prospective **Contractor** does not agree to these conditions, no **Agency**, elected official or the **City** Council shall award the **Contract** to that bidder unless the **Agency** seeking to use the goods, services or construction certifies in writing that the **Contract** is necessary for the **Agency** to perform its functions and there is no other responsible **Contractor** who will supply goods, services or construction of comparable quality at a comparable price.

69.2  In accordance with Section 6-115.1 of the Administrative Code, the **Contractor** stipulates that such **Contractor** and any individual or legal entity in which the **Contractor** holds a ten (10%) percent or greater ownership interest in the **Contractor** either:

69.2.1  Have no business operations in Northern Ireland, or

69.2.2  Shall take lawful steps in good faith to conduct any business operations they have in



Northern Ireland in accordance with the MacBride Principles, and shall permit independent monitoring of their compliance with such principles.

69.3□ For purposes of this Article, the following terms shall have the following meanings:

69.3.1□ “MacBride Principles” shall mean those principles relating to nondiscrimination in employment and freedom of work-place opportunity which require employers doing business in Northern Ireland to:

69.3.1(a) increase the representation of individuals from under-represented religious groups in the workforce, including managerial, supervisory, administrative, clerical and technical jobs;

69.3.1(b) take steps to promote adequate security for the protection of employees from under-represented religious groups both at the work-place and while traveling to and from **Work**;

69.3.1(c) ban provocative religious or political emblems from the workplace;

69.3.1(d) publicly advertise all job openings and make special recruitment efforts to attract applicants from under-represented religious groups;

69.3.1(e) establish layoff, recall, and termination procedures which do not in practice favor a particular religious group;

69.3.1(f) abolish all job reservations, apprenticeship restrictions and different employment criteria which discriminate on the basis of religion;

69.3.1(g) develop training programs that will prepare substantial numbers of current employees from under-represented religious groups for skilled jobs, including the expansion of existing programs and the creation of new programs to train, upgrade, and improve the skills of workers from under-represented religious groups;

69.3.1(h) establish procedures to assess, identify, and actively recruit employees from under-represented religious groups with potential for further advancement; and

69.3.1(i) appoint a senior management staff member to oversee affirmative action efforts and develop a timetable to ensure their full implementation.

69.4□ The **Contractor** agrees that the covenants and representations in Article 69.2 are material conditions to this **Contract**. In the event the **Agency** receives information that the **Contractor** who made the stipulation required by this Article 69 is in violation thereof, the **Agency** shall review such information and give the **Contractor** an opportunity to respond. If the **Agency** finds that a violation has occurred, the **Agency** shall have the right to declare the **Contractor** in default and/or terminate this **Contract** for cause and procure supplies, services or **Work** from another source in the manner the **Agency** deems proper. In the event of such termination, the **Contractor** shall pay to the **Agency**, or the **Agency** in its sole discretion may withhold from any amounts otherwise payable to the **Contractor**, the difference between the **Contract** price for the uncompleted portion of this **Contract** and the cost to the **Agency** of completing performance of this **Contract** either itself or by engaging another **Contractor** or **Contractors**. In the case of a requirement **Contract**, the **Contractor** shall be liable for such difference in price for the entire amount of supplies required by the **Agency** for the uncompleted term of **Contractor's Contract**. In the case of a construction **Contract**, the **Agency** shall also have the right to hold the **Contractor** in partial or total default in

accordance with the default provisions of this **Contract**, and/or may seek debarment or suspension of the **Contractor**. The rights and remedies of the **Agency** hereunder shall be in addition to, and not in lieu of, any rights and remedies the **Agency** has pursuant to this **Contract** or by operation of **Law**.

#### **ARTICLE 70. ELECTRONIC FILING/NYC DEVELOPMENT HUB**

70.1 The **Contractor** shall electronically file all alteration type-2 and alteration type-3 applications via the New York City Development Hub Web site, except applications for the following types of minor alterations: enlargements, curb cuts, legalizations, fire alarms, builders pavement plans, and jobs filed on Landmark Preservation Commission calendared properties. All such filings must be professionally certified. Information about electronic filing via the New York City Development Hub is available on the **City** Department of Buildings Web site at [www.nyc.gov/buildings](http://www.nyc.gov/buildings).

#### **ARTICLE 71. PROHIBITION OF TROPICAL HARDWOODS**

71.1 Tropical hardwoods, as defined in Section 165 of the New York State Finance Law (Finance Law), shall not be utilized in the performance of this **Contract** except as expressly permitted by Section 165 of the Finance Law.

#### **ARTICLE 72. CONFLICTS OF INTEREST**

72.1 Section 2604 of the **City** Charter and other related provisions of the **City** Charter, the Administrative Code, and the Penal Law are applicable under the terms of this **Contract** in relation to conflicts of interest and shall be extended to **Subcontractors** authorized to perform **Work**, labor and services pursuant to this **Contract** and further, it shall be the duty and responsibility of the **Contractor** to so inform its respective **Subcontractors**. Notice is hereby given that, under certain circumstances, penalties may be invoked against the donor as well as the recipient of any form of valuable gift.

#### **ARTICLE 73. MERGER CLAUSE**

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

#### **ARTICLE 74. STATEMENT OF WORK**

74.1 The **Contractor** shall furnish all labor and materials and perform all **Work** in strict accordance with the **Specifications** and **Addenda** thereto, numbered as shown in Schedule A.

## **ARTICLE 75. COMPENSATION TO BE PAID TO CONTRACTOR**

75.1 The **City** will pay and the **Contractor** will accept in full consideration for the performance of the **Contract**, subject to additions and deductions as provided herein, the total sum shown in Schedule A, this said sum being the amount at which the **Contract** was awarded to the **Contractor** at a public letting thereof, based upon the **Contractor's** bid for the **Contract**.

## **ARTICLE 76. ELECTRONIC FUNDS TRANSFER**

76.1 In accordance with Section 6-107.1 of the Administrative Code, the **Contractor** agrees to accept payments under this **Contract** from the **City** by electronic funds transfer (EFT). An EFT is any transfer of funds, other than a transaction originated by check, draft or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument or computer or magnetic tape so as to order, instruct or authorize a financial institution to debit or credit an account. Prior to the first payment made under this **Contract**, the **Contractor** shall designate one financial institution or other authorized payment agent and shall complete the attached "EFT Vendor Payment Enrollment Form" in order to provide the Commissioner of the **City** Department of Finance with information necessary for the **Contractor** to receive electronic funds transfer payments through a designated financial institution or authorized payment agent. The crediting of the amount of a payment to the appropriate account on the books of a financial institution or other authorized payment agent designated by the **Contractor** shall constitute full satisfaction by the **City** for the amount of the payment under this **Contract**. The account information supplied by the **Contractor** to facilitate the electronic funds transfer shall remain confidential to the fullest extent provided by **Law**.

76.2 The **Commissioner** may waive the application of the requirements of this Article 76 to payments on contracts entered into pursuant to Section 315 of the **City** Charter. In addition, the Commissioner of the Department of Finance and the Comptroller may jointly issue standards pursuant to which the **Agency** may waive the requirements of this Article 76 for payments in the following circumstances: (i) for individuals or classes of individuals for whom compliance imposes a hardship; (ii) for classifications or types of checks; or (iii) in other circumstances as may be necessary in the interest of the **City**.

## **ARTICLE 77. RECORDS RETENTION**

77.1 The **Contractor** agrees to retain all books, records, and other documents relevant to this **Contract** for six years after the final payment or termination of this **Contract**, whichever is later. **City**, state, and federal auditors and any other persons duly authorized by the **City** shall have full access to and the right to examine any such books, records, and other documents during the retention period.

## **ARTICLE 78. EXAMINATION AND VIEWING OF SITE, CONSIDERATION OF OTHER SOURCES OF INFORMATION AND CHANGED SITE CONDITIONS**

78.1 Pre-Bidding (Investigation) Viewing of Site – Bidders must carefully view and examine the **Site** of the proposed **Work**, as well as its adjacent area, and seek other usual sources of information, for they will be conclusively presumed to have full knowledge of any and all conditions and hazards on, about or above the **Site** relating to or affecting in any way the performance of the **Work** to be done under the **Contract** that were or should have been known by a reasonably prudent bidder. To arrange a date for visiting the **Site**,

bidders are to contact the **Agency** contact person specified in the bid documents.

78.2□Should the **Contractor** encounter during the progress of the Work site conditions or environmental hazards at the **Site** materially differing from any shown on the **Contract Drawings** or indicated in the **Specifications** or such conditions or environmental hazards as could not reasonably have been anticipated by the **Contractor**, which conditions or hazards will materially affect the cost of the **Work** to be done under the **Contract**, the attention of the **Commissioner** must be called immediately to such conditions or hazards before they are disturbed. The **Commissioner** shall thereupon promptly investigate the conditions or hazards. If the **Commissioner** finds that they do so materially differ, and that they could not have been reasonably anticipated by the **Contractor**, the **Contract** may be modified with the **Commissioner's** written approval.

**ARTICLE 79. PARTICIPATION BY MINORITY-OWNED AND WOMEN-OWNED BUSINESS ENTERPRISES IN CITY PROCUREMENT**

**ARTICLE I. M/WBE PROGRAM**

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

If this Contract is subject to the M/WBE Program established by Section 6-129, the specific requirements of MBE and/or WBE participation for this Contract are set forth in Schedule B of the Contract (entitled the “M/WBE Utilization Plan”) and are detailed below.

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

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

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

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

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

**PART A: PARTICIPATION GOALS FOR CONSTRUCTION, STANDARD AND PROFESSIONAL SERVICES CONTRACTS OR TASK ORDERS**

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

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

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

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

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

4. A. If Participation Goals have been established for this Contract, a prospective contractor shall be required to submit with its bid or proposal, as applicable, a completed Schedule B, M/WBE Utilization Plan, Part 2 (see Pages 1-2) indicating: (a) whether the contractor is an MBE or WBE, or qualified joint venture; (b) the percentage of work it intends to award to direct subcontractors; (c) in cases where the contractor intends to award direct subcontracts, a description of the type and dollar value of work designated for participation by MBEs and/or WBEs, and the time frames in which such work is scheduled to begin and end; as well as the name, addresses, and telephone numbers of the M/WBE subcontractors if required by the solicitation; and (d) the prospective contractor's required certification and affirmations. In the event that this M/WBE Utilization Plan indicates that the bidder or proposer, as applicable, does not intend to meet the Participation Goals, the bid or proposal, as applicable, shall be deemed non-responsive, unless Agency has granted the bidder or proposer, as applicable, a pre-award waiver of the Participation Goals in accordance with Section 6-129 and Part A, Section 10 below.

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

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

**C. THE BIDDER/PROPOSER MUST COMPLETE THE SCHEDULE B INCLUDED HEREIN (SCHEDULE B, PART 2). A SCHEDULE B SUBMITTED BY THE BIDDER/PROPOSER WHICH DOES NOT INCLUDE THE VENDOR CERTIFICATION AND REQUIRED AFFIRMATIONS WILL BE DEEMED TO BE NON-RESPONSIVE, UNLESS A FULL WAIVER OF THE PARTICIPATION GOALS IS GRANTED (SCHEDULE B, PART 3). IN THE EVENT THAT THE CITY DETERMINES THAT THE BIDDER/PROPOSER HAS SUBMITTED A SCHEDULE B WHERE THE VENDOR CERTIFICATION AND REQUIRED AFFIRMATIONS ARE COMPLETED BUT OTHER ASPECTS OF THE SCHEDULE B ARE NOT COMPLETE, OR CONTAIN A COPY OR COMPUTATION ERROR THAT IS AT ODDS WITH THE VENDOR CERTIFICATION AND AFFIRMATIONS, THE BIDDER/PROPOSER WILL BE NOTIFIED BY THE AGENCY AND WILL BE GIVEN FOUR (4) CALENDAR DAYS FROM RECEIPT OF NOTIFICATION TO CURE THE SPECIFIED DEFICIENCIES AND RETURN A COMPLETED SCHEDULE B TO THE AGENCY. FAILURE TO DO SO WILL RESULT IN A DETERMINATION THAT THE BID/PROPOSAL IS NON-RESPONSIVE. RECEIPT OF NOTIFICATION IS DEFINED AS THE DATE NOTICE IS E-MAILED OR FAXED (IF THE BIDDER/PROPOSER HAS PROVIDED AN E-MAIL ADDRESS OR FAX NUMBER), OR NO LATER THAN FIVE (5) CALENDAR DAYS FROM THE DATE OF MAILING OR UPON DELIVERY, IF DELIVERED.**

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

6. MBE and WBE firms must be certified by DSBS in order for the Contractor to credit such firms' participation toward the attainment of the Participation Goals. Such certification must occur prior to the firms' commencement of work. A list of city-certified MBE and WBE firms may be obtained from the DSBS website at [www.nyc.gov/buycertified](http://www.nyc.gov/buycertified), by emailing DSBS at [buyer@sbs.nyc.gov](mailto:buyer@sbs.nyc.gov), by calling (212) 513-6451, or by visiting or writing DSBS at One Liberty Plaza ., New York, New York, 10006, 11th floor. Eligible firms that have not yet

been certified may contact DSBS in order to seek certification by visiting [www.nyc.gov/getcertified](http://www.nyc.gov/getcertified), emailing [MWBE@sbs.nyc.gov](mailto:MWBE@sbs.nyc.gov), or calling the DSBS certification helpline at (212) 513-6311. A firm that is certified as both an MBE and a WBE may be counted either toward the goal for MBEs or the goal for WBEs, but not both. No credit shall be given for participation by a graduate MBE or graduate WBE, as defined in Section 6-129(c)(20).

7. Where an M/WBE Utilization Plan has been submitted, the Contractor shall, with each voucher for payment, and/or periodically as Agency may require, submit statements, certified under penalty of perjury, which shall include, but not be limited to, the total amount the Contractor paid to its direct subcontractors, and, where applicable pursuant to Section 6-129(j), the total amount direct subcontractors paid to indirect subcontractors; the names, addresses and contact numbers of each MBE or WBE hired as a subcontractor by the Contractor, and, where applicable, hired by any of the Contractor's direct subcontractors; and the dates and amounts paid to each MBE or WBE. The Contractor shall also submit, along with its voucher for final payment: the total amount it paid to subcontractors, and, where applicable pursuant to Section 6-129(j), the total amount its direct subcontractors paid directly to their indirect subcontractors; and a final list, certified under penalty of perjury, which shall include the name, address and contact information of each subcontractor that is an MBE or WBE, the work performed by, and the dates and amounts paid to each.

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

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

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

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

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

(d) Agency may grant a full or partial waiver of the Participation Goals to a bidder, proposer or contractor, as applicable, who demonstrates—before submission of the bid, proposal or Task Order, as applicable—that it has legitimate business reasons for proposing the level of subcontracting in its M/WBE Utilization Plan. In making its determination, Agency shall consider factors that shall include, but not be limited

to, whether the bidder, proposer or contractor, as applicable, has the capacity and the bona fide intention to perform the Contract without any subcontracting, or to perform the Contract without awarding the amount of subcontracts represented by the Participation Goals. In making such determination, Agency may consider whether the M/WBE Utilization Plan is consistent with past subcontracting practices of the bidder, proposer or contractor, as applicable, whether the bidder, proposer or contractor, as applicable, has made efforts to form a joint venture with a certified firm, and whether the bidder, proposer, or contractor, as applicable, has made good faith efforts to identify other portions of the Contract that it intends to subcontract.

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

- (i)  The Contractor advertised opportunities to participate in the Contract, where appropriate, in general circulation media, trade and professional association publications and small business media, and publications of minority and women's business organizations;
- (ii)  The Contractor provided notice of specific opportunities to participate in the Contract, in a timely manner, to minority and women's business organizations;
- (iii)  The Contractor sent written notices, by certified mail or facsimile, in a timely manner, to advise MBEs or WBEs that their interest in the Contract was solicited;
- (iv)  The Contractor made efforts to identify portions of the work that could be substituted for portions originally designated for participation by MBEs and/or WBEs in the M/WBE Utilization Plan, and for which the Contractor claims an inability to retain MBEs or WBEs;
- (v)  The Contractor held meetings with MBEs and/or WBEs prior to the date their bids or proposals were due, for the purpose of explaining in detail the scope and requirements of the work for which their bids or proposals were solicited;
- (vi)  The Contractor made efforts to negotiate with MBEs and/or WBEs as relevant to perform specific subcontracts, or act as suppliers or service providers;
- (vii)  Timely written requests for assistance made by the Contractor to Agency's M/WBE liaison officer and to DSBS;
- (viii)  Description of how recommendations made by DSBS and Agency were acted upon and an explanation of why action upon such recommendations did not lead to the desired level of participation of MBEs and/or WBEs.

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

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

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



efforts listed in Section 11(a) above, as applicable, along with any other relevant factors.

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

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

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

## PART B: MISCELLANEOUS

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

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

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

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

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

## ARTICLE II. ENFORCEMENT

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

2. Whenever Agency believes that the Contractor or a subcontractor is not in compliance with Section 6-129

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

3. In the event that the Contractor has been found to have violated Section 6-129, the DSBS rules promulgated pursuant to Section 6-129, or any provision of this Contract that implements Section 6-129, including, but not limited to, any M/WBE Utilization Plan, Agency may determine that one of the following actions should be taken:

- (a)  entering into an agreement with the Contractor allowing the Contractor to cure the violation;
- (b)  revoking the Contractor's pre-qualification to bid or make proposals for future contracts;
- (c)  making a finding that the Contractor is in default of the Contract;
- (d)  terminating the Contract;
- (e)  declaring the Contractor to be in breach of Contract;
- (f)  withholding payment or reimbursement;
- (g)  determining not to renew the Contract;
- (h)  assessing actual and consequential damages;
- (i)  assessing liquidated damages or reducing fees, provided that liquidated damages may be based on amounts representing costs of delays in carrying out the purposes of the M/WBE Program, or in meeting the purposes of the Contract, the costs of meeting utilization goals through additional procurements, the administrative costs of investigation and enforcement, or other factors set forth in the Contract;
- (j)  exercising rights under the Contract to procure goods, services or construction from another contractor and charge the cost of such contract to the Contractor that has been found to be in noncompliance; or
- (k)  taking any other appropriate remedy.

4. If an M/WBE Utilization Plan has been submitted, and pursuant to this Article II, Section 3, the Contractor has been found to have failed to fulfill its Participation Goals contained in its M/WBE Utilization Plan or the Participation Goals as modified by Agency pursuant to Article I, Part A, Section 11, Agency may assess liquidated damages in the amount of ten percent (10%) of the difference between the dollar amount of work required to be awarded to MBE and/or WBE firms to meet the Participation Goals and the dollar amount the Contractor actually awarded and paid, and/or credited, to MBE and/or WBE firms. In view of the difficulty of accurately ascertaining the loss which the City will suffer by reason of Contractor's failure to meet the Participation Goals, the foregoing amount is hereby fixed and agreed as the liquidated damages that the City will suffer by reason of such failure, and not as a penalty. Agency may deduct and retain out of any monies which may become due under this Contract the amount of any such liquidated damages; and in case the amount which may become due under this Contract shall be less than the amount of liquidated damages suffered by the City, the Contractor shall be liable to pay the difference.

5. Whenever Agency has reason to believe that an MBE and/or WBE is not qualified for certification, or is participating in a contract in a manner that does not serve a commercially useful function (as defined in Section 6-129(c)(8)), or has violated any provision of Section 6-129, Agency shall notify the Commissioner of DSBS who shall determine whether the certification of such business enterprise should be revoked.

6. Statements made in any instrument submitted to Agency pursuant to Section 6-129 shall be submitted under penalty of perjury and any false or misleading statement or omission shall be grounds for the application of any applicable criminal and/or civil penalties for perjury. The making of a false or fraudulent statement by an MBE and/or WBE in any instrument submitted pursuant to Section 6-129 shall, in addition, be grounds for revocation of its certification.

7. The Contractor's record in implementing its M/WBE Utilization Plan shall be a factor in the evaluation of

its performance. Whenever Agency determines that a Contractor's compliance with an M/WBE Utilization Plan has been unsatisfactory, Agency shall, after consultation with the City Chief Procurement Officer, file an advice of caution form for inclusion in PASSPort as caution data.

2020 NYC AGENCY NEW CONSTRUCTION PROJECT LABOR AGREEMENT

**Exhibit A**

**Project Labor Agreement - Letter of Assent**

Dear: Anika

The undersigned party confirms that it agrees to be a party to and be bound by the New York Agency, Project Labor Agreement as such Agreement may, from time to time, be amended by the parties or interpreted pursuant to its terms. The terms of the Project Labor Agreement, its Schedules, Addenda and Exhibits are hereby incorporated by reference herein.

The undersigned, as a Contractor or Subcontractor (hereinafter Contractor) on the Project known as the NYC Agency Renovation and located at 851 Grand Concourse, Bronx NY (hereinafter PROJECT), for and in consideration of the award to it of a contract to perform work on said PROJECT, and in further consideration of the mutual promises made in the Project Labor Agreement, a copy of which was received and is acknowledged, hereby:

- (1) Accepts and agrees to be bound by the terms and conditions of the Agreement, together with any and all schedules; amendments and supplements now existing or which are later made thereto;
- (2) Agrees to be bound by the legally established collective bargaining agreements; local trust agreements for employee benefit funds; and trust documents for joint apprentice programs as well as apprentice program rules and procedures but only to the extent of Program Work and as required by the PLA.
- (3) Authorizes the parties to such local trust agreements to appoint trustees and successor trustees to administer the trust funds and hereby ratifies and accepts the trustees so appointed as if made by the Contractor but only to the extent of Program Work as required by the PLA.
- (4) Certifies that it has no commitments or agreements that would preclude its full and complete compliance with the terms and conditions of said Agreement. The Contractor agrees to employ labor that can work in harmony with all other labor on the Project and shall require labor harmony from every lower tier subcontractor it has engaged or may engage to work on the Project. Labor harmony disputes/issues shall be subject to the Labor Management Committee provisions.
- (5) Agrees to secure from any Contractor(s) (as defined in said Agreement) which is or becomes a Subcontractor (of any tier), to it, a duly executed Agreement to be Bound in from identical to this document.

Provide description of the Work, identify craft jurisdiction(s) and all contract numbers below:

Local Union: Local #1 PCC, Local #1 Bricklayers, Local #8 Roofers, Local #154 Sheetmetal

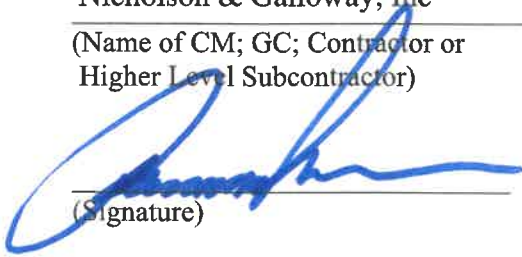
Description of Work: Masonry, Roofing, and Sheetmetal

Contract Number(s): N/A

2020 NYC AGENCY NEW CONSTRUCTION PROJECT LABOR AGREEMENT

Dated: 11/06/23

Nicholson & Galloway, Inc  
(Name of CM; GC; Contractor or  
Higher Level Subcontractor)

  
(Signature)

Nicholson & Galloway, Inc  
(Name of Contractor or subcontractor)

Andrew Wilson, Co-President  
(Authorized Officer & Title)

261 Glen Head Road, Glen Head, NY 11545  
(Address)

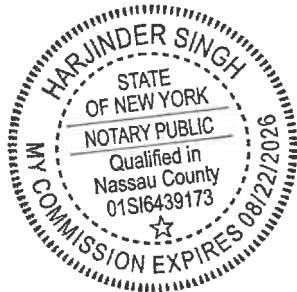
O: 516-671-3900 F: 516-759-3569  
(Phone) (Fax)

Contractor's State License  
# 2110876-DCA

NYC Home Improvement Contractor License

Sworn to before me this  
6<sup>th</sup> day of November,

  
Notary Public



## CONTRACT SIGNATURE PAGE

This Contract is entered by and between the City of New York (“City”), acting by and through the **DEPARTMENT OF DESIGN AND CONSTRUCTION**, and **NICHOLSON & GALLOWAY INC** (“Contractor”).

This Contract consists of this contract signature page as well as the following documents (“Contract Documents”) which are located in the Documents tab of the PASSPort record titled **85023B0090-CO293LL11**.

1. (Bid) - 231027 Subcontractor ID Form Nicholson Galloway.pdf - Apr 29 2024 1:54PM
2. (Question answer) - 2020 OSHA 300-300A Forms For Posting.pdf - Apr 29 2024 1:41PM
3. (Question answer) - 2021 OSHA 300-300A Forms For Posting.pdf - Apr 29 2024 1:39PM
4. (Question answer) - 2022 OSHA 300-300A Forms For Posting.pdf - Apr 29 2024 1:38PM
5. (Question answer) - 231023 Bid Bond Nicholson Galloway.pdf - Apr 29 2024 1:40PM
6. (Question answer) - 231027 Bid Form Bronx County Courthouse Nicholson Galloway.xlsx - Apr 8 2024 7:42PM
7. Bond - Apr 26 2024 7:22PM
8. Broker's Certification - Apr 26 2024 7:23PM
9. CO293LL11\_Addendum1 - Apr 8 2024 7:42PM
10. CO293LL11\_Addendum2 - Apr 8 2024 7:42PM
11. CO293LL11\_Addendum3 - Apr 8 2024 7:42PM
12. CO293LL11\_Addendum4 - Apr 8 2024 7:42PM
13. CO293LL11\_Bid Drawings\_Addendum2 - Apr 8 2024 7:42PM
14. CO293LL11\_Volume\_3 - Apr 8 2024 7:42PM
15. DDC PASSPort Bid Information [2023-05-30] - Apr 29 2024 1:56PM
16. Disability Insurance - Apr 26 2024 7:24PM
17. General Liability Insurance - Apr 26 2024 7:25PM
18. Insurance Certificate - Apr 26 2024 7:10PM
19. Insurance Certificate - Apr 26 2024 7:22PM
20. NOTICE TO BIDDERS - COVID19 R4 - Apr 29 2024 1:47PM
21. Proposal/Bid - Apr 8 2024 7:42PM
22. RFx Document - Apr 8 2024 7:42PM
23. Round Addendum Job Aid - May 1 2024 2:36PM
24. Schedule B - MWBE Utilization + Waiver Instructions [July 2022] - Apr 29 2024 1:55PM
25. Volume 1 (PLA) - Apr 8 2024 7:42PM


26. Worker's Compensation - Apr 26 2024 7:23PM

The above order does not represent an order of precedence. The Contract shall be governed by the order of precedence, if any, in the Contract Documents or by ordinary contract principles if no such order of precedence exists.

Each party is signing this Contract electronically on the date stated in that party's electronic signature.

The City of New York

By: **DEPARTMENT OF DESIGN AND CONSTRUCTION**

DocuSigned by:  
  
1A87ABA0188B41C...  
(Signature)

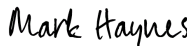
Name: ERIC MACFARLANE

Title: First Deputy Commissioner

Date: 5/6/2024 | 19:36:36 PDT

Contractor

By: **NICHOLSON & GALLOWAY INC**

DocuSigned by:  
  
015DCE0A8EAC402...  
(Signature)

Name: Mark Haynes

Title: CO PRESIDENT

Date: 5/6/2024 | 09:39:28 EDT

## Signatures

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Number of pages (including this one): 3

- ✓ Document signed electronically, the signatories agreeing that it is authentic between them.
- ✓ By signing this document, the signatories acknowledge and agree that they have carefully read this document and approve all its terms.

Nom: Haynes Mark

Fonction: Co Owner

Place: Nicholson & Galloway

Date: 5/6/2024 | 09:39:28 EDT

DocuSigned by:

Mark Haynes

015DCE0A8EAC402...

Nom: Macfarlane Eric

Fonction:

Place: LIC NY

Date: 5/6/2024 | 19:36:36 PDT

DocuSigned by:

ERIC MACFARLANE

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## DESCRIPTIONS (Continued from Page 1)

Insured endorsement that provides Additional Insured status to City of New York, including its officials and employees, only when there is a written contract that requires such status, and only with regard to work performed by or on behalf of the named insured. The General Liability, Automobile Liability and Excess Liability policies contain a special endorsement with Primary and Noncontributory wording, when required by written contract.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED - OWNERS, LESSEES OR  
CONTRACTORS - SCHEDULED PERSON OR  
ORGANIZATION**

This endorsement modifies insurance provided under the followin

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s)	Locations(s) Of Covered Operation(s)
As Required by Written Contract executed prior to any claim or suit.	As Required by Written Contract executed prior to any claim or suit.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**A. Section II - Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:  
This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.



- C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III - Limits Of Insurance**:  
If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:
1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

### SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
As Required by Written Contract executed prior to any claim or suit.	As Required by Written Contract executed prior to any claim or suit.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**A. Section II - Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B.** With respect to the insurance afforded to these additional insureds, the following is added to **Section III - Limits Of Insurance**:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable limits of insurance shown in the Declarations.



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – AUTOMATIC STATUS FOR OTHER PARTIES WHEN REQUIRED IN WRITTEN CONSTRUCTION AGREEMENT**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**A. Section II – Who Is An Insured** is amended to include as an additional insured:

1. Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy; and
2. Any other person or organization you are required to add as an additional insured under the contract or agreement described in Paragraph 1. above.

Such person(s) or organization(s) is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

- a. Your acts or omissions; or
- b. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured.

However, the insurance afforded to such additional insured described above:

- a. Only applies to the extent permitted by law; and
- b. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

A person's or organization's status as an additional insured under this endorsement ends when your operations for the person or organization described in Paragraph 1. above are completed.

**B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
  - a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
  - b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of, or the failure to render, any professional architectural, engineering or surveying services.

2. "Bodily injury" or "property damage" occurring after:
  - a. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or



b. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement described in Paragraph **A.1.**; or

2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

### **Primary And Noncontributory Insurance**

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

## WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

### SCHEDULE

<b>Name Of Person Or Organization:</b>	As Required by Written Contract executed prior to any claim or suit.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us of Section IV - Conditions:**

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products- completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

# **NEW YORK COMMERCIAL AUTOMOBILE BROAD FORM ENDORSEMENT**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

<b>Named Insured:</b> NICHOLSON & GALLOWAY, INC.
<b>Endorsement Effective Date:</b> <input type="checkbox"/> 1 <input checked="" type="checkbox"/> 2 <input type="checkbox"/> 24

## **SCHEDULE**

<b>A. Broadened Insured Status</b>	<b>M. Personal Effects Coverage</b>
<b>B. Blanket Additional Insured When Required Under Written Contract</b>	<b>N. Audio, Visual, and Data Electronic Equipment</b>
<b>C. Employee Hired Autos Liability Coverage</b>	<b>O. Airbag Coverage</b>
<b>D. Employees as Insureds</b>	<b>P. Multiple Deductible Protection – Covered Auto and Trailer</b>
<b>E. Coverage Extensions – Supplementary Payments</b>	<b>Q. Duties in the Event of an Accident, Claim, Suit, or Loss</b>
<b>F. Limited Fellow Employee Coverage</b>	<b>R. Non-Owned Auto Waiver of Subrogation</b>
<b>G. Limited Hired Auto – Physical Damage Coverage – Private Passenger (Includes Employee Hired Autos Physical Damage Coverage)</b>	<b>S. Blanket Waiver of Subrogation When Required Under Written Contract</b>
<b>H. Custom Signs and Decoration</b>	<b>T. Coverage Territory – Short Term Hired Commercial Autos</b>
<b>I. Extended Towing Coverage</b>	<b>U. Limited Mexico Coverage</b>
<b>J. Glass Breakage</b>	<b>V. Unintentional Failure to Disclose Hazards</b>
<b>K. Reimbursement for Increased Temporary Transportation Expense for Private Passenger and Commercial Vehicles</b>	<b>W. Mental Anguish Resulting From Bodily Injury</b>
<b>L. Extra Expense – Stolen Vehicles</b>	<b>X. Waiver of Sovereign Immunity</b>

## **A. Broadened Insured Status**

Paragraph **A.1. Who Is An Insured** under **Section II – Covered Autos Liability Coverage** is amended to include the following as "insureds":

1. Any subsidiary which is a legally incorporated entity of which you own a financial interest of more than 50% of the voting stock on the effective date of this Coverage Form, while using with your permission a covered "auto."

However, the insurance afforded by this provision, **A.1.**, does not apply to any subsidiary that is an insured under any other automobile liability policy, or would be an insured under such policy but for the termination of such policy or the exhaustion of such policy's limits of insurance.

2. Any organization you newly acquire or form, and over which you maintain majority interest, while using with your permission a covered "auto".

The insurance afforded by this provision, **A.2.**:

- a. Is effective on the acquisition or formation date, and is afforded only until the end of the policy period of this Coverage Form, or the next anniversary of its inception date, whichever is earlier.
- b. Does not apply to "bodily injury" or "property damage" resulting from an "accident" that occurred before you acquired or formed the organization.
- c. Does not include any newly acquired or formed organization that is:
  - (1) A joint venture or partnership; or
  - (2) An insured under any other automobile liability policy, or would be an insured under such policy but for the termination of such policy or the exhaustion of such policy's limits of insurance.

## **B. Blanket Additional Insured When Required Under Written Contract**

1. Paragraph **A.1. Who Is An Insured** under **Section II – Covered Autos Liability Coverage** is amended to include the following as "insureds":

- a. Any person, organization or governmental entity with respect to the operation, maintenance, or use of a covered "auto" if you are required to add such person, organization or governmental entity to this policy as an additional "insured" in order to comply with the terms of a written contract or written agreement. This additional insured status is not conferred when such written contract or written agreement:

- (1) Involves the owner or anyone else from whom you hire or borrow a covered "auto" unless it is a "trailer" connected to a covered "auto" you own; or
- (2) Is executed after the date of "accident" or "loss".

Paragraph **B.1.a.(2)** above does not apply if:

- (a) The terms and conditions of the written contract or written agreement had been agreed upon prior to the "accident" or "loss"; and
- (b) You can definitively establish that the terms and conditions of the written contract or written agreement ultimately executed are the same as those which had been agreed upon prior to the "accident" or "loss".

2. Paragraph **B.5.a.** under **Section IV – Business Auto Conditions** is amended by the addition of the following:

### **Other Insurance**

Regardless of whether other insurance is maintained by an additional insured on a primary basis, the coverage provided by Provision **B.** of the Commercial Auto Broad Form Endorsement will be primary to and noncontributing with other insurance maintained by the additional insured if the written contract or written agreement between you and the additional insured specifically requires that this insurance be primary.

### **C. Employee Hired Autos Liability Coverage**

Paragraph **A.1. Who Is An Insured** under **Section II – Covered Autos Liability Coverage** is amended to include the following as "insureds":

1. An "employee" of yours is an "insured" while operating an "auto" hired or rented under a written contract or written agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business.

### **D. Employees as Insureds**

Paragraph **A.1. Who Is An Insured** under **Section II – Covered Autos Liability Coverage** is amended to include the following as "insureds":

1. Any "employee" of yours while using with your permission a covered "auto" you don't own, hire or borrow if such "auto" is being used in your business or your personal affairs.

### **E. Coverage Extensions – Supplementary Payments**

Paragraphs **A.2.a.(2)** and **A.2.a.(4)** under **Section II – Covered Autos Liability Coverage** are deleted and replaced by the following:

#### **Coverage**

#### **2. Coverage Extensions**

##### **a. Supplementary Payments**

We will pay for the "insured":

- (2) Up to \$5,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$1,000 a day because of time off from work.

### **F. Limited Fellow Employee Coverage**

Paragraph **B.5.** under **Section II – Covered Autos Liability Coverage** is amended by the addition of the following:

#### **Exclusions**

##### **5. Fellow Employee**

However, this exclusion does not apply if:

- c. The "bodily injury" results from the use of a covered "auto" you own or hire; and
- d. You have Workers' Compensation insurance in force covering all of your "employees".

Such coverage as is afforded by provisions **F.5.c.** and **F.5.d.** above are excess over any other collectible insurance.

### **G. Limited Hired Auto - Physical Damage Coverage – Private Passenger (Includes Employee Hired Autos Physical Damage Coverage)**

Paragraph **A.1.** under **Section III – Physical Damage Coverage** is amended by the addition of the following:

#### **Coverage**

1. We will pay for "loss" to a covered "auto" or its equipment under:

##### **d. Limited Hired Auto – Physical Damage – Private Passenger**

If hired "autos" are covered "autos" for Covered Autos Liability Coverage, and if Physical Damage Coverage of Comprehensive or Collision is provided under this Coverage Form for any "auto" you own, then Comprehensive and Collision Physical Damage Coverages as provided under **Section III – Physical Damage Coverage** of this Coverage Part are extended to "autos" of the private passenger type you or your "employee" hires under a written contract or written agreement without a driver, at your direction, for the purpose of conducting your business, subject to the following:

- (1) The most we will pay for "loss" to any hired "auto" is the lesser of \$35,000 or the actual cash value or cost to repair or replace;
- (2) The deductible will be equal to the largest deductible applicable to any owned "auto" of the private passenger type for that coverage, or \$1,000, whichever is less;
- (3) Limited Hired Auto – Physical Damage – Private Passenger coverage is excess over any other collectible insurance; and
- (4) Subject to the above limit, deductible, and excess provisions we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own of the private passenger type insured under this policy.

Coverage includes loss of use of that hired "auto", provided it results from an "accident" for which you are legally liable and as a result of which a monetary loss is sustained by the leasing or rental concern. The most we will pay for any one "accident" is \$20 per day subject to a maximum of \$1,000.

If a limit for Hired Auto – Physical Damage is shown in the Schedule of any other endorsement, then that limit replaces, and is not added to, the \$35,000 limit indicated above.

This extension of coverage does not apply to any "auto" you hire or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company), or members of their households.

#### H. Custom Signs and Decoration

The following is added to Paragraph **A.1.** under **Section III – Physical Damage Coverage**:

In the event of a total loss to an "auto" insured for Physical Damage Coverage on this policy, in addition to the actual cash value of the "auto", we will pay the actual cost to repair or replace signage or custom paint details up to \$5,000.

#### I. Extended Towing Coverage

1. If the named insured carries Comprehensive and Collision Coverage for the damaged covered "auto", then this coverage extension, **I.**, applies to that covered "auto".

If the damaged covered "auto" is of the private passenger type, then in addition to Comprehensive and Collision Coverage, the damaged covered "auto" must also carry Towing Coverage in order for this coverage extension, **I.**, to apply.

2. Paragraph **A.2.** under **Section III – Physical Damage Coverage** is deleted and replaced by the following:

##### **Towing**

We will pay for towing and associated labor costs each time a covered "auto" is disabled. All labor must be performed at the place of disablement. If the "auto" is of the private passenger type, there will be no deductible. If the "auto" is not a private passenger type, a \$250 deductible will apply to this coverage but it will not reduce the available limit of insurance. For all types of "autos", the most we will pay under this coverage is \$1,000 per disablement. "Autos" which are disabled do not include stolen vehicles.

#### J. Glass Breakage

If you carry Comprehensive Coverage for the damaged covered "auto", then this coverage extension applies to that covered "auto":

Paragraph **A.3.** Glass Breakage - Hitting A Bird Or Animal – Falling Objects Or Missiles under **Section III – Physical Damage Coverage** is amended by the addition of the following:

Any deductible shown in the Declarations will not apply to glass breakage if such glass is repaired, in a manner acceptable to us, rather than replaced. If the glass must be replaced and there is no other damage associated with the "loss", the deductible will be \$100 unless a lower deductible is shown on the declarations page for this coverage.

#### K. Reimbursement for Increased Temporary Transportation Expense for Private Passenger and Commercial Vehicles

1. If the Covered "Auto" has Comprehensive or Specified Causes Of Loss Physical Damage Coverage:

Paragraph **A.4.a.** under **Section III – Physical Damage Coverage** is deleted and replaced by the following:

##### **Coverage Extensions**

#### **a. Transportation Expenses**

If your covered "auto" is damaged or stolen and the damage or theft is covered by Comprehensive or Specified Causes of Loss coverage provided by this policy, we will pay up to \$50 per day subject to a maximum limit of \$1,500 for the necessary and actual temporary transportation expenses (including rental reimbursement) incurred by you during the period beginning 24 hours after the theft or damage and ending, regardless of the policy's expiration:

- (1) When the covered "auto" is returned to use or we pay for its "loss" in the event of a total theft of the covered "auto"; or
- (2) When the covered "auto" is repaired or replaced, or we pay for its "loss", whichever is earlier in the event of a "loss" due to a cause other than the total theft of the covered "auto".

Except with respect to losses pertaining to the total theft of covered "autos" of the private passenger type, this coverage does not apply while there are spare or reserve "autos" available to you.

No deductible applies to this coverage.

#### **2. If the Covered "Auto" has Collision Physical Damage Coverage:**

If your covered "auto" is damaged and the damage is covered by Collision coverage provided by this policy, we will pay up to \$50 per day subject to a maximum limit of \$1,500 for necessary and actual temporary transportation expenses (including rental reimbursement) incurred by you during the period beginning 24 hours after the "loss" and ending, regardless of the policy's expiration, when the covered "auto" is repaired or replaced, or we pay for its "loss", whichever is earlier.

This coverage does not apply while there are spare or reserve "autos" available to you.

No deductible applies to this coverage.

#### **L. Extra Expense – Stolen Vehicles**

Paragraph **A.4.a.** under **Section III – Physical Damage Coverage** is amended by the addition of the following:

We will pay for all reasonable and necessary expenses to return a stolen covered "auto" to the named insured if such covered "auto" carries Comprehensive coverage.

#### **M. Personal Effects Coverage**

Paragraph **A. Coverage** under **Section III – Physical Damage Coverage** is amended to include the following coverage:

##### **1. Personal Effects Coverage**

- a. We will pay for "loss" to personal property or effects which are owned by an insured and in or on your covered "auto" at the time of "loss" in the event of a total theft of that covered "auto".
- b. Subject to Paragraph **C. Limit Of Insurance** under **Section III – Physical Damage Coverage**, we will pay up to \$500 for "loss" of personal property or effects in any one "accident" involving total theft of a covered "auto".

This insurance will not apply if, at the time of "loss", the covered "auto" is unattended, unless the "loss" is the result of forced entry into the covered "auto" while all doors, windows or other openings are closed and locked and there is evidence of forced entry.

Under this coverage, we will not pay for "loss" to the following: accounts, bills, currency, deeds, evidences of debt, money, notes or securities; electronic equipment or tapes, records, discs or other similar audio, visual or data electronic devices designed for use with audio, visual or data electronic equipment; jewelry, watches, necklaces, bracelets, gems, gold, platinum, silver, furs; animals, birds, or fish or any motorized vehicle.

This coverage will be excess over any other collectable insurance. No deductible applies to this coverage.

#### **N. Audio, Visual, and Data Electronic Equipment**

The sub-limit in Paragraph **C.1.b.** of the Limit of Insurance Provision of **Section III – Physical Damage Coverage** is increased to \$1,500.

#### **O. Airbag Coverage**

1. If the Named Insured carries Comprehensive and Collision Coverage for the damaged covered "auto", then this coverage extension, **O.**, applies to that covered "auto".



2. Paragraph **B.3.a.** under **Section III – Physical Damage Coverage** is amended by the addition of the following:

The accidental discharge of an airbag shall not be considered mechanical or electrical breakdown and therefore shall not be excluded. This provision does not apply to "autos" you hire with a driver and it is excess over any warranty specifically designed to provide this coverage.

**P. Multiple Deductible Protection – Covered Auto and Trailer**

1. If you carry Comprehensive and Collision coverages for the damaged covered "autos", then this coverage extension, **P.**, applies to those covered "autos".
2. Paragraph **D. Deductible** under **Section III – Physical Damage Coverage** is amended by the addition of the following:

Whenever a covered "auto" and "trailer" are each damaged in the same "loss" while operating as a combined truck and "trailer" unit, only one deductible shall apply to the "accident". The larger of the two deductibles shall apply.

If another policy or coverage form issued by us, that is not an automobile policy or coverage form, applies to the same "loss" or "accident", the following applies:

- a. If the deductible under this Business Auto Coverage Form is not the largest deductible, it will be waived.
- b. If the deductible under this Business Auto Coverage Form is the largest deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

**Q. Duties in the Event of an Accident, Claim, Suit, or Loss**

1. Paragraph **A.2.a.** under **Section IV – Business Auto Conditions** is amended so that your obligations relative to notification requirements apply only when the "accident" or "loss" is known to:
  - a. You, if you are an individual;
  - b. A partner, if you are a partnership;
  - c. A member, if you are a joint venture;
  - d. An executive officer, insurance manager or any other person designated by you to send notices of "accidents" or "loss" to insurers, if you are a corporation; or
  - e. A member, if you are a limited liability company.
2. Paragraph **A.2.b.(2)** under **Section IV – Business Auto Conditions** is amended so that your obligations relative to providing us with documents concerning a claim or "suit" will not be considered breached unless the breach occurs after such claim or "suit" is known to:
  - a. You, if you are an individual;
  - b. A partner, if you are a partnership;
  - c. A member, if you are a joint venture;
  - d. An executive officer, insurance manager or any other person designated by you to send notices of "accidents" or "loss" to insurers, if you are a corporation; or
  - e. A member, if you are a limited liability company.

**R. Non-Owned Auto Waiver of Subrogation**

Paragraph **A.5.** under **Section IV – Business Auto Conditions** is amended by the addition of the following:

**Loss Conditions**

**5. Transfer Of Rights Of Recovery Against Others To Us**

We hereby waive any right of subrogation against any of your officers, directors, or "employees" which might arise by reason of any payment under the insurance afforded by this policy for the operation, maintenance, use, loading, or unloading of non-owned "autos".

This waiver extends only to payments in excess of other valid and collectible insurance available to the officer, director, or "employee".

**S. Blanket Waiver of Subrogation When Required Under Written Contract**

Paragraph **A.5.** under **Section IV – Business Auto Conditions** is amended by the addition of the following:

## Loss Conditions

### 5. Transfer Of Rights Of Recovery Against Others To Us

However, we waive any right of recovery we may have against a person, organization or governmental entity when you have waived such right of recovery under a written contract or written agreement provided such written contract or agreement is:

- a. Currently in effect or becoming effective during the term of this policy; and
- b. Executed prior to the "accident" or "loss"; or
- c. Executed after the "accident" or "loss" if:
  - (1) The terms and conditions of the written contract or written agreement had been agreed upon prior to the "accident" or "loss"; and
  - (2) You can definitively establish that the terms and conditions of the written contract or written agreement ultimately executed are the same as those which had been agreed upon prior to the "accident" or "loss".

### T. Coverage Territory – Short Term Hired Commercial "Autos"

Paragraph **B.7.b.(5)** under **Section IV – Business Auto Conditions** is deleted and replaced by the following:

#### General Conditions

##### 7. Policy Period, Coverage Territory

- b. Within the Coverage territory

The coverage territory is:

- (5) Anywhere in the world if a covered "auto" of the private passenger type, commercial van, pick-up, or truck type is leased, hired, rented or borrowed for a period of 30 days or less,

provided that the "insured's" responsibility to pay damages is determined in a "suit" on the merits, in the United States of America, the territories and possessions of the United States of America, Puerto Rico or Canada, or in a settlement we agree to.

We also cover "loss" to, or "accidents" involving, a covered "auto" while being transported between any of these places.

### U. Limited Mexico Coverage

#### WARNING

AUTO ACCIDENTS IN MEXICO ARE SUBJECT TO THE LAWS OF MEXICO ONLY - **NOT** THE LAWS OF THE UNITED STATES OF AMERICA. THE REPUBLIC OF MEXICO CONSIDERS ANY AUTO ACCIDENT A **CRIMINAL OFFENSE** AS WELL AS A CIVIL MATTER.

IN SOME CASES THE COVERAGE PROVIDED UNDER **THIS ENDORSEMENT MAY NOT BE RECOGNIZED BY THE MEXICAN AUTHORITIES** AND WE MAY NOT BE ALLOWED TO IMPLEMENT THIS COVERAGE AT ALL IN MEXICO. YOU SHOULD CONSIDER PURCHASING AUTO COVERAGE FROM A LICENSED MEXICAN INSURANCE COMPANY BEFORE DRIVING INTO MEXICO.

THIS ENDORSEMENT DOES **NOT** APPLY TO ACCIDENTS OR LOSSES WHICH OCCUR OUTSIDE OF 25 MILES FROM THE BOUNDARY OF THE UNITED STATES OF AMERICA.

1. Paragraph **B.7.** under **Section IV – Business Auto Conditions** is amended by the addition of the following:

##### Policy Period, Coverage Territory

The coverage territory is extended to include Mexico but only for:

- a. "Accidents" or "losses" occurring within 25 miles of the United States border; and
- b. Trips into Mexico of 10 days or less.

2. For purposes of this Provision, **U.**, Paragraph **B.5.** under **Section IV – Business Auto Conditions** is deleted and replaced by the following:

##### Other Insurance

The insurance provided by this Provision, **U.**, will be excess over any other collectible insurance.

3. Paragraph **A. Coverage** under **Section III – Physical Damage Coverage** is amended by the addition of the following:

If a "loss" to a covered "auto" occurs in Mexico, we will pay for such "loss" in the United States. If the covered "auto" must be repaired in Mexico in order to be driven, we will not pay more than the actual cash value of such "loss" at the nearest United States point where the repairs can be made.

**4. Additional Exclusions**

The following exclusions are added:

This insurance does not apply:

- a. If the covered "auto" is not principally garaged and principally used in the United States.
- b. To any "insured" who is not a resident of the United States.

**V. Unintentional Failure to Disclose Hazards**

Paragraph **B. General Conditions** under **Section IV – Business Auto Conditions** is amended by the addition of the following:

If you unintentionally fail to disclose any hazards existing on the effective date of this policy, we will not deny coverage under this Coverage Form because of such failure. However, this provision does not affect our right to collect additional premium due to us as a result of these undisclosed hazards in accordance with our filed rating plans.

**W. Mental Anguish Resulting From Bodily Injury**

The definition of "bodily injury" under **Section V – Definitions** is deleted and replaced by the following:

"Bodily Injury" means physical injury, physical sickness or physical disease sustained by any person, including "mental anguish" or death resulting from any of these.

For the purpose of this provision, "mental anguish" shall mean any type of mental or emotional illness or distress.

**X. Waiver of Sovereign Immunity**

The following provision applies if you are a "governmental entity" or we have added a "governmental entity" to your policy as an additional insured, and the "governmental entity" requires us to obtain permission prior to asserting a defense involving governmental immunity or the jurisdiction of the tribunal over the "governmental entity":

- 1. We shall not raise any defense involving, in any way, the jurisdiction of the tribunal over the "governmental entity", the immunity of the "governmental entity" or its commissioners, officers, agents or employees, the governmental nature of such entity, or the provisions of any statutes respecting suits against the "governmental entity" without first obtaining express advance permission from the designated representative of the "governmental entity".

Application of this provision shall not subject us to liability for any portion of a claim or judgment in excess of the applicable limit of insurance.

For the purposes of this provision, "governmental entity" means a state, county, district, municipality, town, township, borough, parish, village, or other political subdivision or governmental agency or subdivision.



**EVIDENCE OF PROPERTY INSURANCE**

DATE (MM/DD/YYYY)  
05/30/2024

THIS EVIDENCE OF PROPERTY INSURANCE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE ADDITIONAL INTEREST NAMED BELOW. THIS EVIDENCE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS EVIDENCE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE ADDITIONAL INTEREST.

AGENCY <b>USI Insurance Services - C/L</b> 725 RXR Plaza East Tower 7th Floor Uniondale, NY 11556	PHONE (A/C, No, Ext): <b>516 419-4000</b>	COMPANY Aspen American Insurance Company 175 Capital Boulevard, Suite 300 Rocky Hill, CT 06067
FAX (A/C, No): 877 727-5171	E-MAIL ADDRESS: Yarden.Bleicher@USI.com	
CODE:	SUB CODE:	
AGENCY CUSTOMER ID #: <b>1975812</b>		
INSURED <b>Nicholson &amp; Galloway, Inc.</b> 261 Glen Head Road Glen Head, NY 11545	LOAN NUMBER	POLICY NUMBER <b>IM00RFX24</b>
	EFFECTIVE DATE <b>06/01/24</b>	EXPIRATION DATE <b>06/01/25</b>
	<input type="checkbox"/> CONTINUED UNTIL TERMINATED IF CHECKED	
THIS REPLACES PRIOR EVIDENCE DATED:		

**PROPERTY INFORMATION**

LOCATION/DESCRIPTION  
**Location #1 261 Glen Head Road; Glen Head, NY 11545**

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS EVIDENCE OF PROPERTY INSURANCE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

COVERAGE INFORMATION	PERILS INSURED					AMOUNT OF INSURANCE	DEDUCTIBLE
	BASIC	BROAD	SPECIAL	X			
Temporary Storage Locations In Transit						\$1,000,000 \$1,000,000	\$10,000 \$10,000

REMARKS (Including Special Conditions)

\*\*\*\*\* Description of Operations \*\*\*\*\*  
 RE: Project 85023B0090-CO293LL11 Bronx County Courthouse Exterior Rehabilitation  
 The City of New York Department of Design & Construction is included as loss payee, when required by written contract.

**CANCELLATION**  
 SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

**ADDITIONAL INTEREST**

NAME AND ADDRESS <b>The City of New York Department of Design &amp; Construction</b> 30-30 Thomson Avenue Long Island City, NY 11101	ADDITIONAL INSURED	LENDER'S LOSS PAYABLE	<input checked="" type="checkbox"/>	LOSS PAYEE
	MORTGAGEE			
	LOAN #	AUTHORIZED REPRESENTATIVE 		



CERTIFICATE OF INSURANCE COVERAGE
NYS DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

PART 1. To be completed by NYS disability and Paid Family Leave benefits carrier or licensed insurance agent of that carrier

1a. Legal Name & Address of Insured (use street address only)
NICHOLSON & GALLOWAY INC
261 GLEN HEAD ROAD
GLEN HEAD, NY 11545
1b. Business Telephone Number of Insured
516-671-3900
1c. Federal Employer Identification Number of Insured or Social Security Number
112836932

2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder)
THE CITY OF NEW YORK DEPARTMENT OF DESIGN & CONSTRUCTION
30-30 THOMSON AVENUE
LONG ISLAND CITY, NY 11101
3a. Name of Insurance Carrier
ShelterPoint Life Insurance Company
3b. Policy Number of Entity Listed in Box "1a"
DBL595703
3c. Policy effective period
01/01/2023 to 12/31/2024

4. Policy provides the following benefits:
[X] A. Both disability and paid family leave benefits.
[ ] B. Disability benefits only.
[ ] C. Paid family leave benefits only.
5. Policy covers:
[X] A. All of the employer's employees eligible under the NYS Disability and Paid Family Leave Benefits Law.
[ ] B. Only the following class or classes of employer's employees:

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has NYS Disability and/or Paid Family Leave Benefits insurance coverage as described above.

Date Signed 12/4/2023 By [Signature]
(Signature of insurance carrier's authorized representative or NYS Licensed Insurance Agent of that insurance carrier)

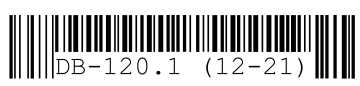
Telephone Number 516-829-8100 Name and Title Richard White, Chief Executive Officer

IMPORTANT: If Boxes 4A and 5A are checked, and this form is signed by the insurance carrier's authorized representative or NYS Licensed Insurance Agent of that carrier, this certificate is COMPLETE. Mail it directly to the certificate holder.
If Box 4B, 4C or 5B is checked, this certificate is NOT COMPLETE for purposes of Section 220, Subd. 8 of the NYS Disability and Paid Family Leave Benefits Law. It must be emailed to PAU@wcb.ny.gov or it can be mailed for completion to the Workers' Compensation Board, Plans Acceptance Unit, PO Box 5200, Binghamton, NY 13902-5200.

PART 2. To be completed by the NYS Workers' Compensation Board (Only if Box 4B, 4C or 5B have been checked)

State of New York Workers' Compensation Board
According to information maintained by the NYS Workers' Compensation Board, the above-named employer has complied with the NYS Disability and Paid Family Leave Benefits Law(Article 9 of the Workers' Compensation Law) with respect to all of their employees.
Date Signed \_\_\_\_\_ By \_\_\_\_\_
(Signature of Authorized NYS Workers' Compensation Board Employee)
Telephone Number \_\_\_\_\_ Name and Title \_\_\_\_\_

Please Note: Only insurance carriers licensed to write NYS disability and paid family leave benefits insurance policies and NYS licensed insurance agents of those insurance carriers are authorized to issue Form DB-120.1. Insurance brokers are NOT authorized to issue this form.



## Additional Instructions for Form DB-120.1

By signing this form, the insurance carrier identified in Box 3 on this form is certifying that it is insuring the business referenced in Box 1a for disability and/or Paid Family Leave benefits under the NYS Disability and Paid Family Leave Benefits Law. The insurance carrier or its licensed agent will send this Certificate of Insurance Coverage (Certificate) to the entity listed as the certificate holder in Box 2.

The insurance carrier must notify the above certificate holder and the Workers' Compensation Board within 10 days IF a policy is cancelled due to nonpayment of premiums or within 30 days IF there are reasons other than nonpayment of premiums that cancel the policy or eliminate the insured from coverage indicated on this Certificate. (These notices may be sent by regular mail.) Otherwise, this Certificate is valid for one year after this form is approved by the insurance carrier or its licensed agent, or until the policy expiration date listed in Box 3c, whichever is earlier.

This Certificate is issued as a matter of information only and confers no rights upon the certificate holder. This Certificate does not amend, extend or alter the coverage afforded by the policy listed, nor does it confer any rights or responsibilities beyond those contained in the referenced policy.

This Certificate may be used as evidence of a NYS disability and/or Paid Family Leave benefits contract of insurance only while the underlying policy is in effect.

**Please Note: Upon the cancellation of the disability and/or Paid Family Leave benefits policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of Insurance Coverage for NYS disability and/or Paid Family Leave Benefits or other authorized proof that the business is complying with the mandatory coverage requirements of the NYS Disability and Paid Family Leave Benefits Law.**

### NYS DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

#### §220. Subd. 8

(a) The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in employment as defined in this article, and notwithstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits and after January first, two thousand and twenty-one, the payment of family leave benefits for all employees has been secured as provided by this article. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any disability benefits to any such employee if so employed.

(b) The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in employment as defined in this article and notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits and after January first, two thousand eighteen, the payment of family leave benefits for all employees has been secured as provided by this article.

**CERTIFICATE OF WORKERS' COMPENSATION INSURANCE (RENEWED)**



SCAN TO VALIDATE  
AND SUBSCRIBE

^^^^^^ 112836932  
GCG RISK MANAGEMENT INC  
AN NFP COMPANY  
100 CHURCH STREET-SUITE 810  
NEW YORK NY 10007

<b>POLICYHOLDER</b> NICHOLSON & GALLOWAY, INC 261 GLEN HEAD ROAD GLEN HEAD NY 11545		<b>CERTIFICATE HOLDER</b> THE CITY OF NEW YORK DEPT. OF DESIGN & CONSTRUCTION 30-30 THOMSON AVENUE LONG ISLAND CITY NY 11101-3045	
<b>POLICY NUMBER</b> Z 421 904-4	<b>CERTIFICATE NUMBER</b> 18545	<b>POLICY PERIOD</b> 01/01/2024 TO 01/01/2025	<b>DATE</b> 12/4/2023

THIS IS TO CERTIFY THAT THE POLICYHOLDER NAMED ABOVE IS INSURED WITH THE NEW YORK STATE INSURANCE FUND UNDER POLICY NO. 421 904-4, COVERING THE ENTIRE OBLIGATION OF THIS POLICYHOLDER FOR WORKERS' COMPENSATION UNDER THE NEW YORK WORKERS' COMPENSATION LAW WITH RESPECT TO ALL OPERATIONS IN THE STATE OF NEW YORK, EXCEPT AS INDICATED BELOW.

**IF YOU WISH TO RECEIVE NOTIFICATIONS REGARDING SAID POLICY, INCLUDING ANY NOTIFICATION OF CANCELLATIONS, OR TO VALIDATE THIS CERTIFICATE, VISIT OUR WEBSITE AT [HTTPS://WWW.NYSIF.COM/CERT/CERTVAL.ASP](https://www.nysif.com/cert/certval.asp). THE NEW YORK STATE INSURANCE FUND IS NOT LIABLE IN THE EVENT OF FAILURE TO GIVE SUCH NOTIFICATIONS.**

THIS CERTIFICATE DOES NOT APPLY TO THOSE JOB SITES WHICH ARE COVERED BY OTHER INSURANCE AND ARE SPECIFICALLY EXCLUDED BY ENDORSEMENT.

THE POLICY INCLUDES A WAIVER OF SUBROGATION ENDORSEMENT UNDER WHICH NYSIF AGREES TO WAIVE ITS RIGHT OF SUBROGATION TO BRING AN ACTION AGAINST THE CERTIFICATE HOLDER TO RECOVER AMOUNTS WE PAID IN WORKERS' COMPENSATION AND/OR MEDICAL BENEFITS TO OR ON BEHALF OF AN EMPLOYEE OF OUR INSURED IN THE EVENT THAT, PRIOR TO THE DATE OF THE ACCIDENT, THE CERTIFICATE HOLDER HAS ENTERED INTO A WRITTEN CONTRACT WITH OUR INSURED THAT REQUIRES THAT SUCH RIGHT OF SUBROGATION BE WAIVED.

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS NOR INSURANCE COVERAGE UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICY.

NEW YORK STATE INSURANCE FUND

DIRECTOR, INSURANCE FUND UNDERWRITING

VALIDATION NUMBER: 596269986

**CITY OF NEW YORK**  
**CERTIFICATION BY INSURANCE BROKER OR AGENT**

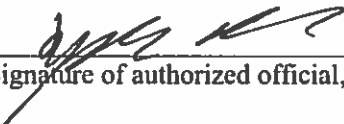
The undersigned insurance broker or agent represents to the City of New York that the attached Certificate of Insurance is accurate in all material respects.

USI Insurance Services, LLC  
[Name of broker or agent (typewritten)]

725 RXR Plaza, East Tower, Uniondale, NY 11556  
[Address of broker or agent (typewritten)]

Yarden.Bleicher@usi.com  
[Email address of broker or agent (typewritten)]

(516) 419-4068  
[Phone number/Fax number of broker or agent (typewritten)]

  
[Signature of authorized official, broker, or agent]

Yarden Bleicher - Account Manager  
[Name and title of authorized official, broker, or agent (typewritten)]

State of ..New.York.....)  
County of ..Nassau.....) ss.:

Cynthia T. Messina  
Notary Public, State of New York  
Reg. No. 01ME6149764  
Qualified in Nassau County County  
Commission Expires July 17, 2026

Sworn to before me this 24<sup>th</sup> day of Jun 2024

Cynthia T. Messina  
NOTARY PUBLIC FOR THE STATE OF New York



**PERFORMANCE BOND #1**

Performance Bond #1 (4 Pages): Use if the total contract price is \$5 Million Or Less. Performance Bond #1 has been approved by the U.S. Small Business Administration (“SBA”)for participation in its Bond Guarantee Program.

PERFORMANCE BOND #1 (Page 1)

**KNOW ALL PERSONS BY THESE PRESENTS;**

That we, \_\_\_\_\_

\_\_\_\_\_

hereinafter referred to as the “Principal,”

and, \_\_\_\_\_

\_\_\_\_\_

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

\_\_\_\_\_

(\$ \_\_\_\_\_) Dollars, lawful money of the United States for the payment of which said sum of money well and truly to be made, we, and each of us, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

**WHEREAS**, the Principal is about to enter, or has entered, into a Contract in writing with the City for

\_\_\_\_\_

a copy of which Contract is annexed to and hereby made a part of this bond as though herein set forth in full; **NOW, THEREFORE**, the conditions of this obligation are such that if the Principal, his or its representatives or assigns, shall well and faithfully perform the said Contract and all modifications, amendments, additions and alterations thereto that may hereafter be made, according to its terms and its true intent and meaning, including repair and or replacement of defective work and guarantees of maintenance for the periods stated in the Contract, and shall fully indemnify and save harmless the City from all cost and damage which it may suffer by reason of the Principal’s default of the Contract, and shall fully reimburse and repay the City for all outlay and expense which the City may incur in making good any such default and shall protect the said City of New York against, and pay any and all amounts, damages, cost and judgments which may or shall be recovered against said City or its officers or agents or which the said City of New York may be called upon to pay any person or corporation by reason of any damages arising or growing out of the Principal’s default of the Contract, then this obligation shall be null and void, otherwise to remain in full force and effect.

PERFORMANCE BOND #1 (Page 2)

The Surety (Sureties), for value received, hereby stipulates and agrees, upon written notice from the City that the City has determined that the Principal is in default of the Contract, to (1) pay the City the cost to complete the contract as determined by the City in excess of the balance of the Contract held by the City, plus any damages or costs to which the City is entitled, up to the full amount of the above penal sum, (2) fully perform and complete the Work to be performed under the Contract, pursuant to the terms, conditions, and covenants thereof, or (3) tender a completion Contractor that is acceptable to the City. The Surety (Sureties) further agrees, at its option, either to notify the City that it elects to pay the city the cost of completion plus any applicable damages and costs under option (1) above, or to commence and diligently perform the Work specified in the Contract, including physical site work, within twenty-five (25) business days after written notice thereof from the City and, if the Surety elects to fully perform and complete the Work, then to complete all Work within the time set forth in the Contract or such other time as agreed to between the City and Surety in accordance with the Contract. If the Surety elects to tender payment pursuant to (1) above, then the Surety shall tender such amount within fifteen (15) business days notification from the City of the cost of completion. The Surety and the City reserve all rights and defenses each may have against the other; provided, however, that the Surety expressly agrees that its reservation of rights shall not provide a basis for non-performance of its obligation to pay the City the cost of completion, to commence and complete all Work as provided herein, or to tender a completion contractor.

The Surety (Sureties), for value received, for itself and its successors and assigns, hereby stipulates and agrees that the obligation of said Surety (Sureties) and its bond shall be in no way impaired or affected by any extension of time, modification, omission, addition, or change in or to the said Contract or the Work to be performed thereunder, or by any payment thereunder before the time required therein, or by any waiver of any provisions thereof, or any moneys due or to become due thereunder; and said Surety (Sureties) does hereby waive notice of any and all of such extensions, modifications, omissions, additions, changes, payments, and waivers, and hereby expressly stipulates and agrees that any and all things done and omitted to be done by and in relation to subcontractors shall have the same effect as to said Surety (Sureties) as though done or omitted to be done by or in relation to said Principal. Notwithstanding the above, if the City makes payments to the Principal before the time required by the contract that in the aggregate exceed \$100,000 or 10% of the Contract price, whichever is less, and that have not become earned prior to the Principal being found to be in default, then all payments made to the Principal before the time required by the Contract shall be added to the remaining contract value available to be paid for the completion of the Contract as if such sums had not been paid to the Principal, but shall not provide a basis for non-performance of its obligation to pay the City the cost of completion, to commence and to complete all Work as provided herein, or to tender a completion contractor.

PERFORMANCE BOND #1 (Page 3)

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

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_(Seal)

\_\_\_\_\_(L.S.)  
Principal

(Seal)

By: \_\_\_\_\_  
Surety

By: \_\_\_\_\_  
\_\_\_\_\_

(Seal)

Surety

By: \_\_\_\_\_  
\_\_\_\_\_

(Seal)

Surety

By: \_\_\_\_\_  
\_\_\_\_\_

(Seal)

Surety

By: \_\_\_\_\_  
\_\_\_\_\_

(Seal)

Surety

By: \_\_\_\_\_

Bond Premium Rate \_\_\_\_\_

Bond Premium Cost \_\_\_\_\_

If the Contractor (Principal) is a partnership, the bond should be signed by each of the individuals who are partners.

If the Contractor (Principal) is a corporation, the bond should be signed in its correct corporate name by duly authorized officer, agent, or attorney-in-fact.

There should be executed an appropriate number of counterparts of the bond corresponding to the number of counterparts of the Contract.

**ACKNOWLEDGMENT OF PRINCIPAL IF A CORPORATION**

State of \_\_\_\_\_ County of \_\_\_\_\_ ss:

On this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_ before me personally came \_\_\_\_\_, to me known, who, being by me duly sworn did depose and say that he/she resides at \_\_\_\_\_; that he/she is the \_\_\_\_\_ of the corporation described in and which executed the foregoing instrument; and that he/she signed his/her name to the foregoing instrument by order of the directors of said corporation as the duly authorized and binding act thereof.

\_\_\_\_\_  
Notary Public or Commissioner of Deeds.

**ACKNOWLEDGMENT OF PRINCIPAL IF A PARTNERSHIP**

State of \_\_\_\_\_ County of \_\_\_\_\_ ss:

On this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_ before me personally came \_\_\_\_\_, to me known, who, being by me duly sworn did depose and say that he/she resides at \_\_\_\_\_ partner of \_\_\_\_\_, a limited/general partnership existing under the laws of the State of \_\_\_\_\_, the partnership described in and which executed the foregoing instrument; and that he/she signed his/her name to the foregoing instrument as the duly authorized and binding act of said partnership.

\_\_\_\_\_  
Notary Public or Commissioner of Deeds.

**ACKNOWLEDGMENT OF PRINCIPAL IF AN INDIVIDUAL**

State of \_\_\_\_\_ County of \_\_\_\_\_ ss:

On this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_ before me personally came \_\_\_\_\_, to me known, who, being by me duly sworn did depose and say that he/she resides at \_\_\_\_\_, and that he/she is the individual whose name is subscribed to the within instrument and acknowledged to me that by his/her signature on the instrument, said individual executed the instrument.

\_\_\_\_\_  
Notary Public or Commissioner of Deeds

Each executed bond should be accompanied by: (a) appropriate acknowledgments of the respective parties; (b) appropriate duly certified copy of Power of Attorney or other certificate of authority where bond is executed by agent, officer or other representative of Principal or Surety; (c) a duly certified extract from By-Laws or resolutions of Surety under which Power of Attorney or other certificate of authority of its agent, officer or representative was issued, and (d) certified copy of latest published financial statement of assets and liabilities of Surety.

\*\*\*\*\*

Affix Acknowledgments and Justification of Sureties.

**PERFORMANCE BOND #2**

Performance Bond #2 (4 pages): Use if the total contract price is more than \$5 Million.

PERFORMANCE BOND #2 (Page 1)

**PERFORMANCE BOND #2 KNOW ALL PERSONS BY THESE PRESENTS:**

That we, Nicholson & Galloway, Inc.

\_\_\_\_\_

hereinafter referred to as the "Principal,"  
and, Travelers Casualty and Surety Company of America

\_\_\_\_\_

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

Sixty Four Million Five Hundred Seventeen Thousand Eight Hundred Ninety Five and 00/100

(\$ 64,517,895.00) Dollars, lawful money of the United States for the payment of which said sum of money well and truly to be made, we, and each of us, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

**WHEREAS**, the Principal is about to enter, or has entered, into a Contract in writing with the City for Bronx County Courthouse Exterior Rehabilitation, 85023B0090-CO293LL11 Bronx County Courthouse Exterior Rehabilitation (Landmark PQL)

a copy of which Contract is annexed to and hereby made a part of this bond as though herein set forth in full;

**NOW, THEREFORE**, the conditions of this obligation are such that if the Principal, his or its representatives or assigns, shall well and faithfully perform the said Contract and all modifications, amendments, additions and alterations thereto that may hereafter be made, according to its terms and its true intent and meaning, including repair and or replacement of defective work and guarantees of maintenance for the periods stated in the Contract, and shall fully indemnify and save harmless the City from all cost and damage which it may suffer by reason of the Principal's default of the Contract, and shall fully reimburse and repay the City for all outlay and expense which the City may incur in making

good any such default and shall protect the said City of New York against, and pay any and all amounts, damages, cost and judgments which may or shall be recovered against said City or its officers or agents or which the said City of New York may be called upon to pay any person or corporation by reason of any damages arising or growing out of the Principal's default of the Contract, then this obligation shall be null and void, otherwise to remain in full force and effect.

PERFORMANCE BOND #2 (Page 2)

The Surety (Sureties), for value received, hereby stipulates and agrees, upon written notice from the City that the City has determined that the Principal is in default of the Contract, to either (1) pay the full amount of the above penal sum in complete discharge and exoneration of this bond and of all the liabilities of the Surety relating to this bond, or (2) fully perform and complete the Work to be performed under the Contract, pursuant to the terms, conditions, and covenants thereof. The Surety (Sureties) further agrees, at its option, either to tender the penal sum or to commence and diligently perform the Work specified in the Contract, including physical site work, within twenty-five (25) business days after written notice thereof from the City and to complete all Work within the time set forth in the Contract or such other time as agreed to between the City and Surety in accordance with the Contract. The Surety and the City reserve all rights and defenses each may have against the other; provided, however, that the Surety expressly agrees that its reservation of rights shall not provide a basis for non-performance of its obligation to commence and to complete all Work as provided herein.

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

PERFORMANCE BOND #2 (Page 3)

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

17th day of April 20 24

(Seal)

Nicholson & Galloway, Inc. (L.S.)  
Principal


(Seal)

By:

  
MARK A. HAYNES CO-PRESIDENT

Surety Travelers Casualty and Surety Company of America

(Seal)

By:   
Michelle Wannamaker, Attorney-In-Fact  
Surety

By: \_\_\_\_\_

(Seal)

\_\_\_\_\_ Surety

By: \_\_\_\_\_

(Seal)

\_\_\_\_\_ Surety

By: \_\_\_\_\_

(Seal)

\_\_\_\_\_ Surety

By: \_\_\_\_\_

Bond Premium Rate \$11.40 Sliding Scale

Bond Premium Cost \$431,870

If the Contractor (Principal) is a partnership, the bond should be signed by each of the individuals who are partners.

If the Contractor (Principal) is a corporation, the bond should be signed in its correct corporate name by duly authorized officer, agent, or attorney-in-fact.

There should be executed an appropriate number of counterparts of the bond corresponding to the number of counterparts of the Contract.

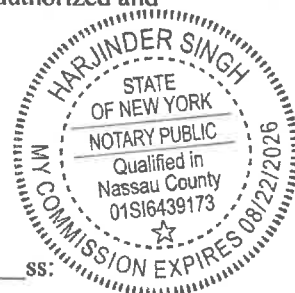
**ACKNOWLEDGMENT OF PRINCIPAL IF A CORPORATION**

State of New York County of Nassau ss:

On this 17th day of April, 20 24 before me personally came Mark A. Haynes,

to me known, who, being by me duly sworn did depose and say that he resides at 840 Chicken Valley Road, Locust Valley, NY; that he/she is the Co-President of the corporation described in and which executed the foregoing instrument; that he/she signed his/her name to the foregoing instrument by order of the directors of said corporation as the duly authorized and binding act thereof.

  
Notary Public or Commissioner of Deeds.



**ACKNOWLEDGMENT OF PRINCIPAL IF A PARTNERSHIP**

State of \_\_\_\_\_ County of \_\_\_\_\_ ss:

On this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_ before me personally came \_\_\_\_\_,

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

\_\_\_\_\_  
Notary Public or Commissioner of Deeds

**ACKNOWLEDGMENT OF PRINCIPAL IF AN INDIVIDUAL**

State of \_\_\_\_\_ County of \_\_\_\_\_ ss:

On this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_ before me personally came \_\_\_\_\_,

to me known, who, being by me duly sworn did depose and say that he/she resides at \_\_\_\_\_, and that he/she is the individual whose name is subscribed to the within instrument and acknowledged to me that by his/her signature on the instrument, said individual executed the instrument.

\_\_\_\_\_  
Notary Public or Commissioner of Deeds

Each executed bond should be accompanied by: (a) appropriate acknowledgments of the respective parties; (b) appropriate duly certified copy of Power of Attorney or other certificate of authority where bond is executed by agent, officer or other representative of Principal or Surety; (c) a duly certified extract from By-Laws or resolutions of Surety under which Power of Attorney or other certificate of authority of its agent, officer or representative was issued, and (d) certified copy of latest published financial statement of assets and liabilities of Surety.

\*\*\*\*\*

Affix Acknowledgments and Justification of Sureties.



SURETY ACKNOWLEDGEMENT

STATE OF MARYLAND )  
COUNTY OF BALTIMORE)

SS

DATE OF ACKNOWLEDGEMENT:

**APR 17 2024**

Michelle Wannamaker, Attorney-in-Fact and authorized representative of Travelers Casualty and Surety Company of America, personally appeared before me on the date of this acknowledgement to affirm and verify that she is authorized to execute the foregoing instrument and acknowledged to me that she executed this instrument as Attorney-in-Fact and for the act and deed of Travelers Casualty and Surety Company of America.

Notary Seal

  
Terry D. Shawkey, Notary Public

**State of Maryland  
County of Baltimore  
Terry D. Shawkey  
Notary Public  
Commission Expires July 13, 2026**



**Travelers Casualty and Surety Company of America  
Travelers Casualty and Surety Company  
St. Paul Fire and Marine Insurance Company**

**POWER OF ATTORNEY**

**KNOW ALL MEN BY THESE PRESENTS:** That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Michelle Wannamaker** of **UNIONDALE**, **New York**, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

**IN WITNESS WHEREOF**, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April**, **2021**.



State of Connecticut

City of Hartford ss.

By:   
Robert L. Raney, Senior Vice President

On this the **21st** day of **April**, **2021**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

**IN WITNESS WHEREOF**, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, **2026**



  
Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

**RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

**FURTHER RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

**FURTHER RESOLVED**, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

**FURTHER RESOLVED**, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **17th** day of **April**, **2024**



  
Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.  
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.**

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

HARTFORD, CONNECTICUT 06183

FINANCIAL STATEMENT AS OF DECEMBER 31, 2023

CAPITAL STOCK \$ 6,480,000

ASSETS		LIABILITIES & SURPLUS	
BONDS	\$ 5,104,395,801	LOSSES	\$ 1,495,036,900
STOCKS	119,333,643	LOSS ADJUSTMENT EXPENSES	146,791,770
CASH AND INVESTED CASH	30,541,608	COMMISSIONS	55,734,579
OTHER INVESTED ASSETS	8,355,939	OTHER EXPENSES	55,546,489
SECURITIES LENDING REINVESTED COLLATERAL ASSETS	13,350,613	TAXES, LICENSES AND FEES	15,857,431
INVESTMENT INCOME DUE AND ACCRUED	43,617,243	CURRENT FEDERAL AND FOREIGN INCOME TAXES	5,300,838
PREMIUM BALANCES	325,304,977	UNEARNED PREMIUMS	1,515,112,686
REINSURANCE RECOVERABLE	27,997,684	ADVANCE PREMIUM	4,091,249
NET DEFERRED TAX ASSET	72,421,341	POLICYHOLDER DIVIDENDS	21,388,522
GUARANTY FUNDS RECEIVABLE OR ON DEPOSIT	1,798,901	CEDED REINSURANCE NET PREMIUMS PAYABLE	62,914,516
OTHER ASSETS	818,309	AMOUNTS WITHHELD / RETAINED BY COMPANY FOR OTHERS	21,072,858
		REMITTANCES AND ITEMS NOT ALLOCATED	7,201,721
		PROVISION FOR REINSURANCE	9,891,783
		PAYABLE FOR SECURITIES LENDING	13,350,613
		OTHER ACCRUED EXPENSES AND LIABILITIES	409,380
		TOTAL LIABILITIES	\$ 3,429,701,342
		CAPITAL STOCK	\$ 6,480,000
		PAID IN SURPLUS	433,803,760
		OTHER SURPLUS	1,877,950,956
		TOTAL SURPLUS TO POLICYHOLDERS	\$ 2,318,234,716
TOTAL ASSETS	\$ 5,747,936,058	TOTAL LIABILITIES & SURPLUS	\$ 5,747,936,058

STATE OF CONNECTICUT )  
 COUNTY OF HARTFORD ) SS.  
 CITY OF HARTFORD )

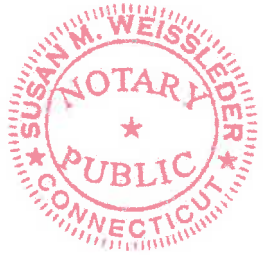
MICHAEL J. DOODY, BEING DULY SWORN, SAYS THAT HE IS VICE PRESIDENT - FINANCE, OF TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, AND THAT TO THE BEST OF HIS KNOWLEDGE AND BELIEF, THE FOREGOING IS A TRUE AND CORRECT STATEMENT OF THE FINANCIAL CONDITION OF SAID COMPANY AS OF THE 31ST DAY OF DECEMBER, 2023.

*Michael J. Doody*  
 VICE PRESIDENT - FINANCE

*Susan M. Weissleder*  
 NOTARY PUBLIC

SUSAN M. WEISSELER  
 Notary Public  
 My Commission Expires November 30, 2027

SUBSCRIBED AND SWORN TO BEFORE ME THIS  
 15TH DAY OF MARCH, 2024



**PAYMENT BOND**

Use for any contract for which a Payment Bond is required.

Bond No. 108021684

PAYMENT BOND (Page 1)

PAYMENT BOND

KNOW ALL PERSONS BY THESE PRESENTS, That we, Nicholson & Galloway, Inc.

hereinafter referred to as the "Principal", and Travelers Casualty and Surety Company of America

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

Sixty Four Million Five Hundred Seventeen Thousand Eight Hundred Ninety Five and 00/100

(\$64,517,895.00) Dollars, lawful money of the United States, for the payment of which said sum of money well and truly to be made, we, and each of us, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal is about to enter, or has entered, into a Contract in writing with the City for Bronx County Courthouse Exterior Rehabilitation, 85023B0090-CO293LL11 Bronx County Courthouse Exterior Rehabilitation (Landmark PQL)

a copy of which Contract is annexed to and hereby made a part of this bond as though herein set forth in full;

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

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

PAYMENT BOND (Page 2)

(b) Materials and supplies (whether incorporated in the permanent structure or not), as well as teams, fuels, oils, implements or machinery furnished, used or consumed by said Principal or any subcontractor at or in the vicinity of the site of the Project in the prosecution of the Work under said Contract and any amendment or extension thereof or addition thereto; then this obligation shall be void, otherwise to remain in full force and effect.

This bond is subject to the following additional conditions, limitations and agreements:

(a) The Principal and Surety (Sureties) agree that this bond shall be for the benefit of any materialmen or laborer having a just claim, as well as the City itself.

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

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

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

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

The Principal, for himself and his successors and assigns, and the Surety (Sureties), for itself and its successors and assigns, do hereby expressly waive any objection that might be interposed as to the right of the City to require a bond containing the foregoing provisions, and they do hereby further expressly waive any defense which they or either of them might interpose to an action brought hereon by any person, firm or corporation, including subcontractors, materialmen and third persons, for work, labor, services, supplies or material performed rendered, or furnished as aforesaid upon the ground that there is no law authorizing the City to require the foregoing provisions to be placed in this bond.

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

PAYMENT BOND (Page 3)

IN WITNESS WHEREOF, the Principal and the Surety (Sureties) have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereunto affixed and these presents to be signed by their proper officers, this 17th day of April, 2024.

(Seal)

Nicholson & Galloway, Inc. (L.S.) Principal

By: 

MARK D. HAYNES CO. PRESIDENT

(Seal)

Travelers Casualty and Surety Company of America Surety

By: 

Michelle Wannamaker, Attorney-In-Fact

(Seal)

\_\_\_\_\_  
Surety

By: \_\_\_\_\_

(Seal)

\_\_\_\_\_  
Surety

By: \_\_\_\_\_

(Seal)

\_\_\_\_\_  
Surety

By: \_\_\_\_\_

If the Contractor (Principal) is a partnership, the bond should be signed by each of the individuals who are partners.

If the Contractor (Principal) is a corporation, the bond should be signed in its correct corporate name by duly authorized officer, agent, or attorney-in-fact.

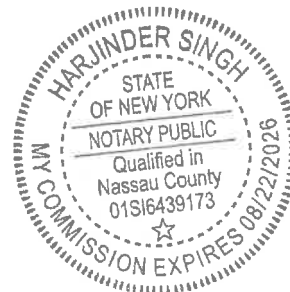
There should be executed an appropriate number of counterparts of the bond corresponding to the number of counterparts of the Contract.

**ACKNOWLEDGMENT OF PRINCIPAL, IF A CORPORATION**

State of New York County of Nassau ss:

On this 17th day of April, 2024, before me personally came Mark A. Haynes to me known, who, being by me duly sworn did depose and say that he resides at 840 Chichen Valley Road, Locust Valley, New York that he is the Co-President of the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that one of the seals affixed to said instrument is such seal; that it was so affixed by order of the directors of said corporation, and that he signed his name thereto by like order.

  
\_\_\_\_\_  
Notary Public or Commissioner of Deeds



**ACKNOWLEDGMENT OF PRINCIPAL, IF A PARTNERSHIP**

State of \_\_\_\_\_ County of \_\_\_\_\_ ss:

On this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, before me personally appeared \_\_\_\_\_ to me known, and known to me to be one of the members of the firm of \_\_\_\_\_ described in and who executed the foregoing instrument; and he acknowledged to me that he executed the same as and for the act and deed of said firm.

\_\_\_\_\_  
Notary Public or Commissioner of Deeds

**ACKNOWLEDGMENT OF PRINCIPAL, IF AN INDIVIDUAL**

State of \_\_\_\_\_ County of \_\_\_\_\_ ss:

On this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, before me personally appeared \_\_\_\_\_ to me known, and known to me to be the person described in and who executed the foregoing instrument; and acknowledged that he executed the same.

\_\_\_\_\_  
Notary Public or Commissioner of Deeds

Each executed bond should be accompanied by: (a) appropriate acknowledgments of the respective parties; (b) appropriate duly certified copy of Power of Attorney or other certificate of authority where bond is executed by agent, officer or other representative of Principal or Surety; (c) a duly certified extract from By-Laws or resolutions of Surety under which Power of Attorney or other certificate of authority of its agent, officer or representative was issued, and (d) certified copy of latest published financial statement of assets and liabilities of Surety.

\*\*\*\*\*

Affix Acknowledgments and Justification of Sureties.

SURETY ACKNOWLEDGEMENT

STATE OF MARYLAND )  
COUNTY OF BALTIMORE)

SS

DATE OF ACKNOWLEDGEMENT:

APR 17 2024

Michelle Wannamaker, Attorney-in-Fact and authorized representative of Travelers Casualty and Surety Company of America, personally appeared before me on the date of this acknowledgement to affirm and verify that she is authorized to execute the foregoing instrument and acknowledged to me that she executed this instrument as Attorney-in-Fact and for the act and deed of Travelers Casualty and Surety Company of America.

Notary Seal

  
Terry D. Shawkey, Notary Public

**State of Maryland  
County of Baltimore  
Terry D. Shawkey  
Notary Public  
Commission Expires July 13, 2026**





**Travelers Casualty and Surety Company of America  
Travelers Casualty and Surety Company  
St. Paul Fire and Marine Insurance Company**

**POWER OF ATTORNEY**

**KNOW ALL MEN BY THESE PRESENTS:** That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Michelle Wannamaker** of **UNIONDALE**, **New York**, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

**IN WITNESS WHEREOF**, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April**, 2021.



State of Connecticut

City of Hartford ss.

By:   
Robert L. Raney, Senior Vice President

On this the **21st** day of **April**, 2021, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

**IN WITNESS WHEREOF**, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, 2026



  
Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

**RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

**FURTHER RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

**FURTHER RESOLVED**, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

**FURTHER RESOLVED**, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **17th** day of **April**, 2024



  
Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.  
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.**

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

HARTFORD, CONNECTICUT 06183

FINANCIAL STATEMENT AS OF DECEMBER 31, 2023

CAPITAL STOCK \$ 6,480,000

ASSETS		LIABILITIES & SURPLUS	
BONDS	\$ 5,104,395,801	LOSSES	\$ 1,495,036,900
STOCKS	119,333,643	LOSS ADJUSTMENT EXPENSES	146,791,770
CASH AND INVESTED CASH	30,541,608	COMMISSIONS	55,734,579
OTHER INVESTED ASSETS	8,355,939	OTHER EXPENSES	55,546,499
SECURITIES LENDING REINVESTED COLLATERAL ASSETS	13,350,613	TAXES, LICENSES AND FEES	15,857,431
INVESTMENT INCOME DUE AND ACCRUED	43,617,243	CURRENT FEDERAL AND FOREIGN INCOME TAXES	5,300,838
PREMIUM BALANCES	325,304,977	UNEARNED PREMIUMS	1,515,112,686
REINSURANCE RECOVERABLE	27,997,684	ADVANCE PREMIUM	4,091,249
NET DEFERRED TAX ASSET	72,421,341	POLICYHOLDER DIVIDENDS	21,388,522
GUARANTY FUNDS RECEIVABLE OR ON DEPOSIT	1,798,901	CEDED REINSURANCE NET PREMIUMS PAYABLE	62,914,516
OTHER ASSETS	818,309	AMOUNTS WITHHELD / RETAINED BY COMPANY FOR OTHERS	21,072,858
		REMITTANCES AND ITEMS NOT ALLOCATED	7,201,721
		PROVISION FOR REINSURANCE	9,891,783
		PAYABLE FOR SECURITIES LENDING	13,350,613
		OTHER ACCRUED EXPENSES AND LIABILITIES	409,380
		TOTAL LIABILITIES	\$ 3,429,701,342
		CAPITAL STOCK	\$ 6,480,000
		PAID IN SURPLUS	433,803,760
		OTHER SURPLUS	1,877,960,956
		TOTAL SURPLUS TO POLICYHOLDERS	\$ 2,318,234,716
TOTAL ASSETS	\$ 5,747,936,058	TOTAL LIABILITIES & SURPLUS	\$ 5,747,936,058

STATE OF CONNECTICUT )  
 COUNTY OF HARTFORD ) SS.  
 CITY OF HARTFORD )

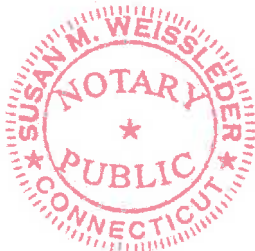
MICHAEL J. DOODY, BEING DULY SWORN, SAYS THAT HE IS VICE PRESIDENT - FINANCE, OF TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, AND THAT TO THE BEST OF HIS KNOWLEDGE AND BELIEF, THE FOREGOING IS A TRUE AND CORRECT STATEMENT OF THE FINANCIAL CONDITION OF SAID COMPANY AS OF THE 31ST DAY OF DECEMBER, 2023.

*Michael J. Doody*  
 VICE PRESIDENT - FINANCE

*Susan M. Weissleder*  
 NOTARY PUBLIC

SUBSCRIBED AND SWORN TO BEFORE ME THIS  
 15TH DAY OF MARCH, 2024

SUSAN M. WEISSLEDER  
 Notary Public  
 My Commission Expires November 30, 2027



OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

**LABOR LAW ARTICLE 8 - NYC PUBLIC WORKS**

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

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

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

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

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

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

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

Prevailing rates and ratios for apprentices are published in the Construction Apprentice Prevailing Wage Schedule. Pursuant to Labor Law § 220 (3-e), only apprentices who are individually registered in a bona fide program to which the employer contractor is a participant, registered with the

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

New York State Department of Labor, may be paid at the apprentice rates. Apprentices who are not so registered must be paid as journey persons.

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

<https://www1.nyc.gov/site/mocs/legal-forms/project-labor-agreements.page>

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

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

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

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

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

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

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

**Paul Brumlik**  
Director of Classifications  
Bureau of Labor Law

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**OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE**

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## **ASBESTOS HANDLER SEE HAZARDOUS MATERIAL HANDLER**

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### **BLASTER**

#### **Blaster**

Effective Period: 7/1/2023 - 6/30/2024

Wage Rate per Hour: **\$57.71**

Supplemental Benefit Rate per Hour: **\$52.23**

#### **Blaster - Hydraulic Trac Drill**

Effective Period: 7/1/2023 - 6/30/2024

Wage Rate per Hour: **\$51.85**

Supplemental Benefit Rate per Hour: **\$52.23**

#### **Blaster - Wagon: Air Trac: Quarry Bar: Drillrunners**

Effective Period: 7/1/2023 - 6/30/2024

Wage Rate per Hour: **\$51.02**

Supplemental Benefit Rate per Hour: **\$52.23**

#### **Blaster - Journeyperson**

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

Effective Period: 7/1/2023 - 6/30/2024

Wage Rate per Hour: **\$44.50**

Supplemental Benefit Rate per Hour: **\$52.23**

#### **Blaster - Magazine Keepers: (Watch Person)**

Effective Period: 7/1/2023 - 6/30/2024

Wage Rate per Hour: **\$22.25**

Supplemental Benefit Rate per Hour: **\$52.23**

#### **Overtime**

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

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

## Overtime Holidays

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

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

## Paid Holidays

Labor Day  
Thanksgiving Day

## Shift Rates

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

(Local #731)

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# BOILERMAKER

## Boilermaker

Effective Period: 7/1/2023 - 6/30/2024

Wage Rate per Hour: **\$65.88**

Supplemental Benefit Rate per Hour: **\$48.47**

Supplemental Note: For time and one half overtime - \$72.13 For double overtime - \$95.79

## Overtime Description

For Repair and Maintenance work:

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

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

For New Construction work:

Double time the regular rate after an 8 hour day.

Double time the regular time rate for Saturday.

Double time the regular rate for Sunday.

## Overtime Holidays

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

New Year's Day  
President's Day  
Memorial Day  
Independence Day  
Columbus Day



OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

Election Day  
Veteran's Day  
Thanksgiving Day  
Christmas Day

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

## **Paid Holidays**

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

## **Shift Rates**

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

(Local #5)

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# **BRICKLAYER**

## **Bricklayer**

Effective Period: 7/1/2023 - 6/30/2024

Wage Rate per Hour: **\$64.23**

Supplemental Benefit Rate per Hour: **\$31.75**

## **Overtime Description**

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

## **Overtime**

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

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

## **Overtime Holidays**

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

New Year's Day  
President's Day  
Memorial Day  
Independence Day  
Labor Day

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

Thanksgiving Day  
Christmas Day

## **Paid Holidays**

None

## **Shift Rates**

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

(Bricklayer District Council)

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# **CARPENTER - BUILDING COMMERCIAL**

## **Building Commercial**

Effective Period: 7/1/2023 - 6/30/2024

Wage Rate per Hour: **\$55.05**

Supplemental Benefit Rate per Hour: **\$47.88**

## **Overtime**

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

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

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

## **Overtime Holidays**

Double time the regular rate for work on the following holiday(s).

New Year's Day

President's Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Presidential Election Day

Thanksgiving Day

Day after Thanksgiving

Christmas Day

## **Paid Holidays**

None

## **Shift Rates**

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

The second shift will receive one hour at the double time rate of pay for the last hour of the shift; eight hours pay for seven hours of work, nine hours pay for eight hours of work. There must be a first shift in order to work a second shift. When it is not possible to conduct alteration or repair work during regular working hours in a building occupied by tenants, the rule for the second shift will apply.

(Carpenters District Council)

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**CARPENTER - HEAVY CONSTRUCTION WORK**  
(Construction of Engineered Structures and Building Foundations including all form work)

**Heavy Construction Work**

Effective Period: 7/1/2023 - 6/30/2024

Wage Rate per Hour: **\$59.16**

Supplemental Benefit Rate per Hour: **\$55.31**

**Overtime**

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

Saturday may be used as a make-up day at straight time when a day is lost during that week to inclement weather.

**Overtime Holidays**

Double time the regular rate for work on the following holiday(s).

New Year's Day

President's Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Presidential Election Day

Thanksgiving Day

Christmas Day

**Paid Holidays**

None

**Shift Rates**

Off shift work commencing between 5:00 P.M. and 11:00 P.M. shall work eight and one half hours allowing for one half hour for lunch. The wage rate shall be 113% of the straight time hourly wage rate and the supplemental benefits shall be paid at the straight time rate. When two (2) or more shifts of Carpenters are employed, single time will be paid for each shift.

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

(Carpenters District Council)

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**CARPENTER - HIGH RISE CONCRETE FORMS**  
**(Excludes Engineered Structures and Building Foundations)**

**Carpenter High Rise A**

Effective Period: 7/1/2023 - 6/30/2024

Wage Rate per Hour: **\$51.48**

Supplemental Benefit Rate per Hour: **\$44.74**

**Carpenter High Rise B**

Carpenter High Rise B worker is excluded from high risk operations such as erection decking, perimeter debris netting, leading edge work, self-climbing form systems, and the installation of cocoon systems unless directly supervised by a Carpenter High Rise A worker.

Effective Period: 7/1/2023 - 6/30/2024

Wage Rate per Hour: **\$40.89**

Supplemental Benefit Rate per Hour: **\$18.05**

**Overtime**

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

Saturday may be used as a make-up day at straight time when a day is lost during that week to inclement weather.

**Overtime Holidays**

Time and one half the regular rate for work on the following holiday(s).

New Year's Day

President's Day

Good Friday

Memorial Day

Independence Day

Labor Day

Columbus Day

Presidential Election Day

Thanksgiving Day

Christmas Day

**Paid Holidays**

None

**Shift Rates**

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

The second shift wage rate shall be 113% of the straight time hourly wage rate. However, any shift beginning after 5:00 P.M. shall be paid at time and one half the regular hourly rate. There must be a first shift in order to work a second shift. When it is not possible to conduct alteration or repair work during regular working hours in a building occupied by tenants, the rule for the second shift will apply.

(Carpenters District Council)

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## CARPENTER - SIDEWALK SHED, SCAFFOLD AND HOIST

### Carpenter - Hod Hoist

(Assisted by Mason Tender)

Effective Period: 7/1/2023 - 6/30/2024

Wage Rate per Hour: **\$53.50**

Supplemental Benefit Rate per Hour: **\$48.45**

### Overtime

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

Saturday may be used as a make-up day at straight time when a day is lost during that week to inclement weather.

### Overtime Holidays

Double time the regular rate for work on the following holiday(s).

New Year's Day

President's Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Presidential Election Day

Thanksgiving Day

Day after Thanksgiving

Christmas Day

### Paid Holidays

None

### Shift Rates

The second shift will receive 112% of the straight time hourly rate. Benefit fund contributions shall be paid at the straight time rate. There must be a first shift in order to work a second shift. When it is not possible to conduct alteration or repair work during regular working hours in a building occupied by tenants, the rule for the second shift will apply.

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

(Carpenters District Council)

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## CARPENTER - WOOD WATER STORAGE TANK

### Tank Mechanic

Effective Period: 7/1/2023 - 6/30/2024

Wage Rate per Hour: **\$37.13**

Supplemental Benefit Rate per Hour: **\$24.18**

### Tank Helper

Effective Period: 7/1/2023 - 6/30/2024

Wage Rate per Hour: **\$29.23**

Supplemental Benefit Rate per Hour: **\$24.18**

### **Overtime**

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

Time and one half the regular rate for work on a holiday plus the day's pay.

### **Paid Holidays**

New Year's Day

President's Day

Good Friday

Memorial Day

Independence Day

Labor Day

Columbus Day

Thanksgiving Day

Day after Thanksgiving

1/2 day on Christmas Eve if work is performed in the A.M.

Christmas Day

1/2 day on New Year's Eve if work is performed in the A.M.

### **Vacation**

Employed for one (1) year.....one (1) week vacation (40 hours)

Employed for three (3) years.....two (2) weeks vacation (80 hours)

Employed for more than twenty (20) years.....three (3) weeks vacation (120 hours)

### **SICK LEAVE:**

Two (2) sick days after being employed for twenty (20) years.

(Carpenters District Council)

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## **CEMENT & CONCRETE WORKER**

### **Cement & Concrete Worker**

Effective Period: 7/1/2023 - 6/30/2024

Wage Rate per Hour: **\$47.28**

Supplemental Benefit Rate per Hour: **\$30.20**

Supplemental Note: **\$34.20** on Saturdays; **\$38.20** on Sundays & Holidays

### **Cement & Concrete Worker - (Hired after 2/6/2016)**

Effective Period: 7/1/2023 - 6/30/2024

Wage Rate per Hour: **\$36.80**

Supplemental Benefit Rate per Hour: **\$22.20**

Supplemental Note: **\$24.20** on Saturdays; **\$26.20** on Sundays & Holidays

### **Overtime Description**

Time and one half the regular rate after 7 hour day (time and one half the regular rate after an 8 hour day when working with Dockbuilders on pile cap forms and for work below street level to the top of the foundation wall, not to exceed 2 feet or 3 feet above the sidewalk-brick shelf, when working on the foundation and structure.)

### **Overtime**

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

### **Overtime Holidays**

Double time the regular rate for work on the following holiday(s).

New Year's Day

President's Day

Good Friday

Memorial Day

Independence Day

Labor Day

Columbus Day

Presidential Election Day

Thanksgiving Day

Christmas Day

### **Paid Holidays**

1/2 day before Christmas Day

1/2 day before New Year's Day

### **Shift Rates**

On shift work extending over a twenty-four hour period, all shifts are paid at straight time.

(Cement & Concrete Workers District Council 16)

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## **CEMENT MASON**

### **Cement Mason**

Effective Period: 7/1/2023 - 6/30/2024

Wage Rate per Hour: **\$53.77**

Supplemental Benefit Rate per Hour: **\$34.01**

Supplemental Note: Supplemental benefit time and one half rate: \$61.47; Double time rate: double the base supplemental benefit rate.

### **Overtime Description**

Time and one-half the regular rate after an 8 hour day, double time the regular rate after 10 hours. Time and one-half the regular rate on Saturday, double time the regular rate after 10 hours. Double time the regular rate on Sunday. Four Days a week at Ten (10) hours straight time is allowed.

### **Overtime Holidays**

Double time the regular rate for work on the following holiday(s).

New Year's Day

President's Day

Good Friday

Memorial Day

Independence Day

Labor Day

Columbus Day

Presidential Election Day

Thanksgiving Day

Christmas Day

### **Paid Holidays**

Any worker who reports to work on Christmas Eve or New Year's Eve pursuant to his employer's instruction shall be entitled to three (3) hours afternoon pay without working.

### **Shift Rates**

For off shift work, (at times other than the regular 7:00 A.M. to 3:30 P.M. work day) a cement mason shall be paid at the regular hourly rate plus a 25% per hour differential.

(Local #780) (BCA)

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## **CORE DRILLER**

### **Core Driller**

Effective Period: 7/1/2023 - 6/30/2024



OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

Wage Rate per Hour: **\$43.88**

Supplemental Benefit Rate per Hour: **\$31.35**

**Core Driller Helper**

Effective Period: 7/1/2023 - 6/30/2024

Wage Rate per Hour: **\$34.47**

Supplemental Benefit Rate per Hour: **\$31.35**

**Core Driller Helper(Third year in the industry)**

Effective Period: 7/1/2023 - 6/30/2024

Wage Rate per Hour: **\$31.02**

Supplemental Benefit Rate per Hour: **\$31.35**

**Core Driller Helper (Second year in the industry)**

Effective Period: 7/1/2023 - 6/30/2024

Wage Rate per Hour: **\$27.58**

Supplemental Benefit Rate per Hour: **\$31.35**

**Core Driller Helper (First year in the industry)**

Effective Period: 7/1/2023 - 6/30/2024

Wage Rate per Hour: **\$24.13**

Supplemental Benefit Rate per Hour: **\$31.35**

**Overtime Description**

Time and one half the regular rate for work on a holiday plus Holiday pay when worked.

**Overtime**

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

Time and one half the regular rate for work on the following holiday(s).

**Paid Holidays**

New Year's Day

Memorial Day

Independence Day

Labor Day

Thanksgiving Day

Christmas Day

**Shift Rates**

When two (2) or more shifts are employed, single time shall be paid for each shift, but those employees employed on a shift other than from 8:00 A.M. to 5:00 P.M. shall, in addition, receive two dollars (\$2.00) per hour differential for each hour worked. When three (3) shifts are needed, each shift shall work seven and one-half (7 ½) hours paid for eight (8) hours of labor and be permitted one-half (½) hour for mealtime.

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

(Carpenters District Council)

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## **DERRICKPERSON AND RIGGER**

### **Derrick Person & Rigger**

Effective Period: 7/1/2023 - 6/30/2024

Wage Rate per Hour: **\$58.90**

Supplemental Benefit Rate per Hour: **\$58.37**

### **Derrick Person & Rigger - Site Work**

Assists the Stone Mason-Setter in the setting of stone and paving stone.

Effective Period: 7/1/2023 - 6/30/2024

Wage Rate per Hour: **\$46.49**

Supplemental Benefit Rate per Hour: **\$46.47**

### **Overtime Description**

The first two hours of overtime on weekdays and the first seven hours of work on Saturdays are paid at time and one half for wages and supplemental benefits. All additional overtimes is paid at double time for wages and supplemental benefits.

### **Overtime**

Double time the regular rate for Sunday.

### **Overtime Holidays**

Double time the regular rate for work on the following holiday(s).

New Year's Day

Washington's Birthday

Good Friday

Memorial Day

Independence Day

Labor Day

Thanksgiving Day

Christmas Day

### **Paid Holidays**

1/2 day on Christmas Eve if work is performed in the A.M.

(Local #197)

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## **DIVER**

### **Diver (Marine)**

Effective Period: 7/1/2023 - 6/30/2024

Wage Rate per Hour: **\$74.03**

Supplemental Benefit Rate per Hour: **\$55.31**

### **Diver Tender (Marine)**

Effective Period: 7/1/2023 - 6/30/2024

Wage Rate per Hour: **\$53.57**

Supplemental Benefit Rate per Hour: **\$55.31**

### **Overtime**

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

Saturday may be used as a make-up day at straight time when a day is lost during that week to inclement weather.

### **Overtime Holidays**

Double time the regular rate for work on the following holiday(s).

New Year's Day

President's Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Presidential Election Day

Thanksgiving Day

Christmas Day

### **Paid Holidays**

None

### **Shift Rates**

When three shifts are utilized each shift shall work seven and one half-hours (7 1/2 hours) and paid for 8 hours, allowing for one half hour for lunch.

(Carpenters District Council)

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## **DOCKBUILDER - PILE DRIVER**

### **Dockbuilder - Pile Driver**

Effective Period: 7/1/2023 - 6/30/2024

Wage Rate per Hour: **\$59.16**

Supplemental Benefit Rate per Hour: **\$55.31**

### **Overtime**

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

Saturday may be used as a make-up day at straight time when a day is lost during that week to inclement weather.

### **Overtime Holidays**

Double time the regular rate for work on the following holiday(s).

New Year's Day

President's Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Presidential Election Day

Thanksgiving Day

Christmas Day

### **Paid Holidays**

None

### **Shift Rates**

Off shift work commencing between 5:00 P.M. and 11:00 P.M. shall work eight and one half hours allowing for one half hour for lunch. The wage rate shall be 113% of the straight time hourly wage rate.

(Carpenters District Council)

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## **DRIVER: TRUCK (TEAMSTER)**

### **Driver - Dump Truck**

Effective Period: 7/1/2023 - 6/30/2024

Wage Rate per Hour: **\$44.17**

Supplemental Benefit Rate per Hour: **\$53.95**

Supplemental Note: Over 40 hours worked: at time and one half rate - \$24.00; at double time rate - \$32.00

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

**Driver - Tractor Trailer**

Effective Period: 7/1/2023 - 6/30/2024

Wage Rate per Hour: **\$47.32**

Supplemental Benefit Rate per Hour: **\$52.40**

Supplemental Note: Over 40 hours worked: at time and one half rate - \$23.25; at double time rate - \$31.00

**Driver - Euclid & Turnapull Operator**

Effective Period: 7/1/2023 - 6/30/2024

Wage Rate per Hour: **\$47.88**

Supplemental Benefit Rate per Hour: **\$52.40**

Supplemental Note: Over 40 hours worked: at time and one half rate - \$23.25; at double time rate - \$31.00

**Overtime Description**

For Paid Holidays: Holiday pay for all holidays shall be prorated based two hours per day for each day worked in the holiday week, not to exceed 8 hours of holiday pay. For Thanksgiving week, the prorated share shall be 5 1/3 hours of holiday pay for each day worked in Thanksgiving week.

**Overtime**

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

**Overtime Holidays**

Double time the regular rate for work on the following holiday(s).

New Year's Day

Martin Luther King Jr. Day

President's Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Veteran's Day

Thanksgiving Day

Christmas Day

**Paid Holidays**

New Year's Day

Martin Luther King Jr. Day

President's Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Veteran's Day

Thanksgiving Day

Christmas Day

**Shift Rates**

Off shift work commencing between 6:00 P.M. and 5:00 A.M. shall work eight and one half (8 1/2) hours allowing for one half hour for lunch

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

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## **Driver Redi-Mix (Sand & Gravel)**

Effective Period: 7/1/2023 - 6/30/2024

Wage Rate per Hour: **\$40.89**

Supplemental Benefit Rate per Hour: **\$47.85**

Supplemental Note: Over 40 hours worked: time and one half rate \$18.68; double time rate \$24.90

### **Overtime Description**

For Paid Holidays: Employees who do not work on a contractual holiday shall be compensated two (2) hours extra pay in straight time wages and benefits for every day on which the Employee does not pass up a day's work during the calendar week (Sunday through Saturday) of the holiday, up to a maximum of ten (10) hours in wages and eight (8) hours in benefit contributions for the holiday

### **Overtime**

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

### **Overtime Holidays**

Double time the regular rate for work on the following holiday(s).

Martin Luther King Jr. Day

President's Day

Columbus Day

Veteran's Day

Triple time the regular rate for work on the following holiday(s).

New Year's Day

Memorial Day

Independence Day

Labor Day

Thanksgiving Day

Christmas Day

### **Paid Holidays**

New Year's Day

Martin Luther King Jr. Day

President's Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Election Day

Thanksgiving Day

Christmas Day

(Local #282)

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## **ELECTRICIAN**

(Including installation of low voltage cabling carrying data, video and/or voice on building construction/alteration/renovation projects.)

### **Electrician "A" (Regular Day / Day Shift)**

Effective Period: 7/1/2023 - 4/12/2024

Wage Rate per Hour: **\$61.00**

Supplemental Benefit Rate per Hour: **\$60.06**

\* Supplemental Note: See Supplemental Benefit Rate per Hour Note below

Effective Period: 4/13/2024 - 6/30/2024

Wage Rate per Hour: **\$62.00**

Supplemental Benefit Rate per Hour: **\$62.25**

\* Supplemental Note: See Supplemental Benefit Rate per Hour Note below

### **Electrician "A" (Regular Day Overtime after 7 hrs / Day Shift Overtime after 8 hrs)**

Effective Period: 7/1/2023 - 4/12/2024

Wage Rate per Hour: **\$91.50**

Supplemental Benefit Rate per Hour: **\$62.02**

\* Supplemental Note: See Supplemental Benefit Rate per Hour Note below

Effective Period: 4/13/2024 - 6/30/2024

Wage Rate per Hour: **\$93.00**

Supplemental Benefit Rate per Hour: **\$64.24**

\* Supplemental Note: See Supplemental Benefit Rate per Hour Note below

### **Electrician "A" (Swing Shift)**

Effective Period: 7/1/2023 - 4/12/2024

Wage Rate per Hour: **\$71.57**

Supplemental Benefit Rate per Hour: **\$68.14**

\* Supplemental Note: See Supplemental Benefit Rate per Hour Note below

Effective Period: 4/13/2024 - 6/30/2024

Wage Rate per Hour: **\$72.75**

Supplemental Benefit Rate per Hour: **\$70.56**

\* Supplemental Note: See Supplemental Benefit Rate per Hour Note below

### **Electrician "A" (Swing Shift Overtime after 7.5 hours)**

Effective Period: 7/1/2023 - 4/12/2024

Wage Rate per Hour: **\$107.36**

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

Supplemental Benefit Rate per Hour: **\$70.45**

\* Supplemental Note: See Supplemental Benefit Rate per Hour Note below

Effective Period: 4/13/2024 - 6/30/2024

Wage Rate per Hour: **\$109.13**

Supplemental Benefit Rate per Hour: **\$72.91**

\* Supplemental Note: See Supplemental Benefit Rate per Hour Note below

**Electrician "A" (Graveyard Shift)**

Effective Period: 7/1/2023 - 4/12/2024

Wage Rate per Hour: **\$80.17**

Supplemental Benefit Rate per Hour: **\$74.99**

\* Supplemental Note: See Supplemental Benefit Rate per Hour Note below

Effective Period: 4/13/2024 - 6/30/2024

Wage Rate per Hour: **\$81.49**

Supplemental Benefit Rate per Hour: **\$77.61**

\* Supplemental Note: See Supplemental Benefit Rate per Hour Note below

**Electrician "A" (Graveyard Shift Overtime after 7 hours)**

Effective Period: 7/1/2023 - 4/12/2024

Wage Rate per Hour: **\$120.26**

Supplemental Benefit Rate per Hour: **\$77.57**

\* Supplemental Note: See Supplemental Benefit Rate per Hour Note below

Effective Period: 4/13/2024 - 6/30/2024

Wage Rate per Hour: **\$122.24**

Supplemental Benefit Rate per Hour: **\$80.23**

\* Supplemental Note: See Supplemental Benefit Rate per Hour Note below

\* Supplemental Benefit Rate per Hour Note

In addition to the Supplemental Benefit Rates per Hour listed above, the employer must provide an additional 6.2% of taxable gross pay earned on covered work only. This additional Supplemental Benefit Rate will terminate when the employee has contributed the maximum annual Social Security tax required by law, on all work performed.

**Overtime**

Time and one half the regular rate after a 7 hour day.

Time and one half the regular rate for Saturday.

Time and one half the regular rate for Sunday.

**Overtime Holidays**

Time and one half the regular rate for work on a holiday.

New Year's Day

Martin Luther King Jr. Day

President's Day

Memorial Day

Independence Day

Labor Day



OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

Columbus Day  
Veteran's Day  
Thanksgiving Day  
Day after Thanksgiving  
Christmas Day

**Paid Holidays**  
None

**Shift Rates**

For multiple shifts of temporary light and/or power, the temporary light and/or power employee shall be paid for 8 hours at the straight time rate. For three or less workers performing 8 hours temporary light and/or power the supplemental benefit rate is \$24.36, effective 04/13/2023 the supplemental benefit rate is \$24.78 - See \* Supplemental Benefit Rate per Hour Note above.

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**Electrician "M" (First 8 hours)**

"M" rated work shall be defined as jobbing: electrical work of limited duration and scope, also consisting of repairs and/or replacement of electrical and tele-data equipment. Includes all work necessary to retrofit, service, maintain and repair all kinds of lighting fixtures and local lighting controls and washing and cleaning of foregoing fixtures.

Effective Period: 7/1/2023 - 4/12/2024

Wage Rate per Hour: **\$31.25**

Supplemental Benefit Rate per Hour: **\$26.55**

First and Second Year "M" Wage Rate Per Hour: \$26.75

First and Second Year "M" Supplemental Rate: \$24.13

Effective Period: 4/13/2024 - 6/30/2024

Wage Rate per Hour: **\$32.00**

Supplemental Benefit Rate per Hour: **\$27.20**

First and Second Year "M" Wage Rate Per Hour: \$27.50

First and Second Year "M" Supplemental Rate: \$24.79

**Electrician "M" (Overtime After First 8 hours)**

"M" rated work shall be defined as jobbing: electrical work of limited duration and scope, also consisting of repairs and/or replacement of electrical and tele-data equipment. Includes all work necessary to retrofit, service, maintain and repair all kinds of lighting fixtures and local lighting controls and washing and cleaning of foregoing fixtures.

Effective Period: 7/1/2023 - 4/12/2024

Wage Rate per Hour: **\$46.88**

Supplemental Benefit Rate per Hour: **\$28.53**

First and Second Year "M" Wage Rate Per Hour: \$40.13

First and Second Year "M" Supplemental Rate: \$25.82

Effective Period: 4/13/2024 - 6/30/2024

Wage Rate per Hour: **\$48.00**

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

Supplemental Benefit Rate per Hour: **\$29.23**  
First and Second Year "M" Wage Rate Per Hour: **\$41.25**  
First and Second Year "M" Supplemental Rate: **\$26.52**

**Overtime**

Time and one half the regular rate after an 8 hour day.  
Time and one half the regular rate for Saturday.  
Time and one half the regular rate for Sunday.

**Overtime Holidays**

Time and one half the regular rate for work on the following holiday(s).  
New Year's Day  
Martin Luther King Jr. Day  
President's Day  
Memorial Day  
Independence Day  
Labor Day  
Columbus Day  
Veteran's Day  
Thanksgiving Day  
Day after Thanksgiving  
Christmas Day

**Paid Holidays**

None

(Local #3)

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**ELECTRICIAN - ALARM TECHNICIAN**

(Scope of Work - Inspect, test, repair, and replace defective, malfunctioning, or broken devices, components and controls of Fire, Burglar and Security Systems)

**Alarm Technician**

Effective Period: 7/1/2023 - 3/6/2024  
Wage Rate per Hour: **\$36.40**  
Supplemental Benefit Rate per Hour: **\$20.67**  
Supplemental Note: \$18.80 only after 8 hours worked in a day

Effective Period: 3/7/2024 - 6/30/2024  
Wage Rate per Hour: **\$37.40**  
Supplemental Benefit Rate per Hour: **\$21.44**  
Supplemental Note: \$19.31 only after 8 hours worked in a day

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

**Overtime Description**

Time and one half the regular rate for work on the following holidays: Columbus Day, Veterans Day, Day after Thanksgiving.

Double time the regular rate for work on the following holidays: New Year's day, Martin Luther King Jr. Day, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day.

**Overtime**

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Saturday.

Time and one half the regular rate for Sunday.

**Paid Holidays**

- New Year's Day
- Martin Luther King Jr. Day
- President's Day
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day
- Veteran's Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Day

**Shift Rates**

Night Differential is based upon a ten percent (10%) differential between the hours of 4:00 P.M. and 12:30 A.M. and a fifteen percent (15%) differential for the hours 12:00 A.M. to 8:30 A.M.

**Vacation**

- At least 1 year of employment.....ten (10) days
- 5 years or more of employment.....fifteen (15) days
- 10 years of employment.....twenty (20) days
- Plus one Personal Day per year

**Sick Days:**

One day per Year. Up to 4 vacation days may be used as sick days.

(Local #3)

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**ELECTRICIAN-STREET LIGHTING WORKER**

**Electrician - Electro Pole Electrician**

Effective Period: 7/1/2023 - 4/17/2024

Wage Rate per Hour: **\$61.00**

Supplemental Benefit Rate per Hour: **\$62.13**

\* Supplemental Note: See Supplemental Benefit Rate per Hour Note below

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

Effective Period: 4/18/2024 - 6/30/2024

Wage Rate per Hour: **\$62.00**

Supplemental Benefit Rate per Hour: **\$62.85**

\* Supplemental Note: See Supplemental Benefit Rate per Hour Note below

### **Electrician - Electro Pole Foundation Installer**

Effective Period: 7/1/2023 - 4/17/2024

Wage Rate per Hour: **\$46.66**

Supplemental Benefit Rate per Hour: **\$47.16**

\* Supplemental Note: See Supplemental Benefit Rate per Hour Note below

Effective Period: 4/18/2024 - 6/30/2024

Wage Rate per Hour: **\$47.66**

Supplemental Benefit Rate per Hour: **\$48.72**

\* Supplemental Note: See Supplemental Benefit Rate per Hour Note below

### **Electrician - Electro Pole Maintainer**

Effective Period: 7/1/2023 - 4/17/2024

Wage Rate per Hour: **\$40.61**

Supplemental Benefit Rate per Hour: **\$42.88**

\* Supplemental Note: See Supplemental Benefit Rate per Hour Note below

Effective Period: 4/18/2024 - 6/30/2024

Wage Rate per Hour: **\$41.61**

Supplemental Benefit Rate per Hour: **\$44.45**

\* Supplemental Note: See Supplemental Benefit Rate per Hour Note below

\* Supplemental Benefit Rate per Hour Note

In addition to the Supplemental Benefit Rates per Hour listed above, the employer must provide an additional 6.2% of taxable gross pay earned on covered work only. This additional Supplemental Benefit Rate will terminate when the employee has contributed the maximum annual Social Security tax required by law, on all work performed.

### **Overtime Description**

Electrician - Electro Pole Electrician: Time and one half the regular rate after a 7 hour day and after 5 consecutive days worked per week.

Electrician - Electro Pole Foundation Installer: Time and one half the regular rate after 8 hours within a 24 hour period and Saturday and Sunday.

Electrician - Electro Pole Maintainer: Time and one half the regular rate after a 7 hour day and after 5 consecutive days worked per week. Saturdays and Sundays may be used as a make-up day at straight time when a day is lost during the week to inclement weather.

### **Overtime Holidays**

Time and one half the regular rate for work on the following holiday(s).

New Year's Day

Martin Luther King Jr. Day

President's Day

Memorial Day

Independence Day

Labor Day

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

Columbus Day  
Veteran's Day  
Thanksgiving Day  
Day after Thanksgiving  
Christmas Day

**Paid Holidays**  
None

(Local #3)

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## ELEVATOR CONSTRUCTOR

### Elevator Constructor

Effective Period: 7/1/2023 - 6/30/2024

Wage Rate per Hour: \$77.49

Supplemental Benefit Rate per Hour: \$40.28

### Overtime Description

For New Construction: work performed after an 8 hour day, Saturday, Sunday or between 4:30pm and 7:00am shall be paid at double time rate.

Existing buildings: work performed after an 8 hour day, Saturday, Sunday or between 5:30pm and 7:00 am shall be paid time and one half.

### Overtime

Double time the regular rate for work on the following holiday(s).

### Paid Holidays

New Year's Day  
President's Day  
Good Friday  
Memorial Day  
Independence Day  
Labor Day  
Columbus Day  
Veteran's Day  
Thanksgiving Day  
Day after Thanksgiving  
Christmas Day

### Vacation

Employer contributes 8% of regular basic hourly rate as vacation pay for employees with more than 15 years of service, and 6% for employees with 5 to 15 years of service, and 4% for employees with less than 5 years of service.

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

(Local #1)

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## **ELEVATOR REPAIR & MAINTENANCE**

### **Elevator Service/Modernization Mechanic**

Effective Period: 7/1/2023 - 6/30/2024

Wage Rate per Hour: **\$60.89**

Supplemental Benefit Rate per Hour: **\$40.18**

### **Overtime Description**

For Scheduled Service Work: Double time - work scheduled in advance by two or more workers performed on Sundays, Holidays, and between midnight and 7:00am.

### **Overtime**

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Saturday.

Time and one half the regular rate for Sunday.

Time and one half the regular rate for work on a holiday plus the day's pay.

### **Paid Holidays**

New Year's Day

President's Day

Good Friday

Memorial Day

Independence Day

Labor Day

Columbus Day

Veteran's Day

Thanksgiving Day

Day after Thanksgiving

Christmas Day

### **Shift Rates**

Afternoon shift - regularly hourly rate plus a (15%) fifteen percent differential. Graveyard shift - time and one half the regular rate.

### **Vacation**

Employer contributes 8% of regular basic hourly rate as vacation pay for employees with more than 15 years of service, and 6% for employees with 5 to 15 years of service, and 4% for employees with less than 5 years of service.

(Local #1)

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## **ENGINEER**

### **Engineer - Heavy Construction Operating Engineer I**

Cherry pickers 20 tons and over and Loaders (rubber tired and/or tractor type with a manufacturer's minimum rated capacity of six cubic yards and over).

Effective Period: 7/1/2023 - 6/30/2024

Wage Rate per Hour: **\$75.82**

Supplemental Benefit Rate per Hour: **\$46.68**

Supplemental Note: \$85.96 on overtime

Shift Wage Rate: **\$121.31**

### **Engineer - Heavy Construction Operating Engineer II**

Backhoes, Basin Machines, Groover, Mechanical Sweepers, Bobcat, Boom Truck, Barrier Transport (Barrier Mover) & machines of similar nature. Operation of Churn Drills and machines of a similar nature, Stetco Silent Hoist and machines of similar nature, Vac-Alls, Meyers Machines, John Beam and machines of a similar nature, Ross Carriers and Travel Lifts and machines of a similar nature, Bulldozers, Scrapers and Turn-a-Pulls: Tugger Hoists (Used exclusively for handling excavated material); Tractors with attachments, Hyster and Roustabout Cranes, Cherry pickers. Austin Western, Grove and machines of a similar nature, Scoopmobiles, Monorails, Conveyors, Trenchers: Loaders-Rubber Tired and Tractor: Barber Greene and Eimco Loaders and Eimco Backhoes; Mighty Midget and similar breakers and Tampers, Curb and Gutter Pavers and Motor Patrol, Motor Graders and all machines of a similar nature. Locomotives 10 Tons or under. Mini-Max, Break-Tech and machines of a similar nature; Milling machines, robotic and demolition machines and machines of a similar nature, shot blaster, skid steer machines and machines of a similar nature including bobcat, pile rig rubber-tired excavator (37,000 lbs. and under), 2 person auger.

Effective Period: 7/1/2023 - 6/30/2024

Wage Rate per Hour: **\$73.45**

Supplemental Benefit Rate per Hour: **\$46.68**

Supplemental Note: \$85.96 on overtime

Shift Wage Rate: **\$117.52**

### **Engineer - Heavy Construction Operating Engineer III**

Minor Equipment such as Tractors, Post Hole Diggers, Ditch Witch (Walk Behind), Road Finishing Machines, Rollers five tons and under, Tugger Hoists, Dual Purpose Trucks, Fork Lifts, and Dempsey Dumpers, Fireperson.

Effective Period: 7/1/2023 - 6/30/2024

Wage Rate per Hour: **\$69.49**

Supplemental Benefit Rate per Hour: **\$46.68**

Supplemental Note: \$85.96 on overtime

Shift Wage Rate: **\$111.18**

### **Engineer - Heavy Construction Maintenance Engineer I**

Installing, Repairing, Maintaining, Dismantling of all equipment including Steel Cutting, Bending and Heat Sealing Machines, Mechanical Heaters, Grout Pumps, Bentonite Pumps & Plants, Screening Machines, Fusion Coupling Machines, Tunnel Boring Machines Moles and Machines of a similar nature, Power Packs, Mechanical Hydraulic Jacks; all drill rigs including but not limited to Churn, Rotary Caisson, Raised Bore & Drills of a similar

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

nature; Personnel, Inspection & Safety Boats or any boats used to perform functions of same, Mine Hoists, Whirlies, all Climbing Cranes, all Tower Cranes, including but not limited to Truck Mounted and Crawler Type and machines of similar nature; Maintaining Hydraulic Drills and machines of a similar nature; Well Point System-Installation and dismantling; Burning, Welding, all Pumps regardless of size and/or motor power, except River Cofferdam Pumps and Wells Point Pumps; Motorized Buggies (three or more); equipment used in the cleaning and televising of sewers, but not limited to jet-rodder/vacuum truck, vacall/vactor, closed circuit television inspection equipment; high powered water pumps, jet pumps; screed machines and concrete finishing machines of a similar nature; vermeers.

Effective Period: 7/1/2023 - 6/30/2024

Wage Rate per Hour: **\$73.08**

Supplemental Benefit Rate per Hour: **\$46.68**

Supplemental Note: \$85.96 on overtime

Shift Wage Rate: **\$116.93**

### **Engineer - Heavy Construction Maintenance Engineer II**

On Base Mounted Tower Cranes

Effective Period: 7/1/2023 - 6/30/2024

Wage Rate per Hour: **\$97.21**

Supplemental Benefit Rate per Hour: **\$46.68**

Supplemental Note: \$85.96 on overtime

Shift Wage Rate: **\$155.54**

### **Engineer - Heavy Construction Maintenance Engineer III**

On Generators, Light Towers

Effective Period: 7/1/2023 - 6/30/2024

Wage Rate per Hour: **\$46.89**

Supplemental Benefit Rate per Hour: **\$46.68**

Supplemental Note: \$85.96 on overtime

Shift Wage Rate: **\$75.02**

### **Engineer - Heavy Construction Maintenance Engineer IV**

On Pumps and Mixers including mud sucking

Effective Period: 7/1/2023 - 6/30/2024

Wage Rate per Hour: **\$48.20**

Supplemental Benefit Rate per Hour: **\$46.68**

Supplemental Note: \$85.96 on overtime

Shift Wage Rate: **\$77.12**

### **Engineer - Heavy Construction Service Engineer**

Gradalls: Concrete Pumps: Power Houses: Driving Truck Cranes: Driving and Operating Fuel and Grease Trucks.

Effective Period: 7/1/2023 - 6/30/2024



OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

Wage Rate per Hour: **\$65.49**  
Supplemental Benefit Rate per Hour: **\$46.68**  
Supplemental Note: \$85.96 on overtime  
Shift Wage Rate: **\$104.78**

**Engineer - Heavy Construction Service Mechanic**

Shovels: Cranes: Draglines: Backhoes: Keystones: Pavers: Trenching Machines: Guniting Machines: Compressors (three (3) or more in Battery): Crawler Cranes- having a straight lattice boom with no attachment or luffing boom, no jib and no auxiliary attachment.

Effective Period: 7/1/2023 - 6/30/2024  
Wage Rate per Hour: **\$44.10**  
Supplemental Benefit Rate per Hour: **\$46.68**  
Supplemental Note: \$85.96 on overtime  
Shift Wage Rate: **\$70.56**

**Engineer - Steel Erection Maintenance Engineers**

Derrick, Travelers, Tower, Crawler Tower and Climbing Cranes

Effective Period: 7/1/2023 - 6/30/2024  
Wage Rate per Hour: **\$70.20**  
Supplemental Benefit Rate per Hour: **\$46.68**  
Supplemental Note: \$85.96 on overtime  
Shift Wage Rate: **\$112.32**

**Engineer - Steel Erection Oiler I**

On a Truck Crane

Effective Period: 7/1/2023 - 6/30/2024  
Wage Rate per Hour: **\$65.46**  
Supplemental Benefit Rate per Hour: **\$46.68**  
Supplemental Note: \$85.96 on overtime  
Shift Wage Rate: **\$104.74**

**Engineer - Steel Erection Oiler II**

On a Crawler Crane

Effective Period: 7/1/2023 - 6/30/2024  
Wage Rate per Hour: **\$48.91**  
Supplemental Benefit Rate per Hour: **\$46.68**  
Supplemental Note: \$85.96 on overtime  
Shift Wage Rate: **\$78.26**

**Overtime Description**

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CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE**

On jobs of more than one shift, if the next shift employee fails to report for work through any cause over which the employer has no control, the employee on duty who works the next shift continues to work at the single time rate.

**Overtime**

- Double time the regular rate after an 8 hour day.
- Double time the regular time rate for Saturday.
- Double time the regular rate for Sunday.
- Double time the regular rate for work on the following holiday(s).

**Paid Holidays**

- New Year's Day
- Martin Luther King Jr. Day
- President's Day
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day
- Veteran's Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Day

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**Engineer - Building Work Maintenance Engineers I**

Installing, repairing, maintaining, dismantling (of all equipment including: Steel Cutting and Bending Machines, Mechanical Heaters, Mine Hoists, Climbing Cranes, Tower Cranes, Linden Peine, Lorain, Liebherr, Mannes, or machines of a similar nature, Well Point Systems, Deep Well Pumps, Concrete Mixers with loading Device, Concrete Plants, Motor Generators when used for temporary power and lights), skid steer machines of a similar nature including bobcat.

- Effective Period: 7/1/2023 - 6/30/2024
- Wage Rate per Hour: **\$63.51**
- Supplemental Benefit Rate per Hour: **\$45.77**
- Supplemental Note: \$84.14 on overtime

**Engineer - Building Work Maintenance Engineers II**

On Pumps, Generators, Mixers and Heaters

- Effective Period: 7/1/2023 - 6/30/2024
- Wage Rate per Hour: **\$48.46**
- Supplemental Benefit Rate per Hour: **\$45.77**
- Supplemental Note: \$84.14 on overtime

**Engineer - Building Work Oilers I**

All gasoline, electric, diesel or air operated Gradealls: Concrete Pumps, Overhead Cranes in Power Houses: Their duties shall be to assist the Engineer in oiling, greasing and repairing of all machines; Driving Truck

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

Cranes: Driving and Operating Fuel and Grease Trucks, Cherrypickers (hydraulic cranes) over 70,000 GVW, and machines of a similar nature.

Effective Period: 7/1/2023 - 6/30/2024

Wage Rate per Hour: **\$60.19**

Supplemental Benefit Rate per Hour: **\$45.77**

Supplemental Note: \$84.14 on overtime

## **Engineer - Building Work Oilers II**

Oilers on Crawler Cranes, Backhoes, Trenching Machines, Guniting Machines, Compressors (three or more in Battery).

Effective Period: 7/1/2023 - 6/30/2024

Wage Rate per Hour: **\$44.93**

Supplemental Benefit Rate per Hour: **\$45.77**

Supplemental Note: \$84.14 on overtime

## **Overtime Description**

On jobs of more than one shift, if an Employee fails to report for work through any cause over which the Employer has no control, the Employee on duty will continue to work at the rate of single time.

## **Overtime**

Double time the regular rate after an 8 hour day.

Double time the regular time rate for Saturday.

Double time the regular rate for Sunday.

Double time the regular rate for work on the following holiday(s).

## **Paid Holidays**

New Year's Day

Martin Luther King Jr. Day

President's Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Veteran's Day

Thanksgiving Day

Christmas Day

## **Shift Rates**

When two (2) or more shifts are employed, single time will be paid for each shift.

(Local #15)

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## **ENGINEER - CITY SURVEYOR AND CONSULTANT**

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

**Party Chief**

Effective Period: 7/1/2023 - 6/30/2024

Wage Rate per Hour: **\$42.78**

Supplemental Benefit Rate per Hour: **\$27.76**

Supplemental Note: Overtime Benefit Rate - \$33.27 per hour (time & one half) \$38.77 per hour (double time).

**Instrument Person**

Effective Period: 7/1/2023 - 6/30/2024

Wage Rate per Hour: **\$34.64**

Supplemental Benefit Rate per Hour: **\$27.76**

Supplemental Note: Overtime Benefit Rate - \$33.27 per hour (time & one half) \$38.77 per hour (double time).

**Rodperson**

Effective Period: 7/1/2023 - 6/30/2024

Wage Rate per Hour: **\$29.50**

Supplemental Benefit Rate per Hour: **\$27.76**

Supplemental Note: Overtime Benefit Rate - \$33.27 per hour (time & one half) \$38.77 per hour (double time).

**Overtime Description**

Time and one half the regular rate after an 8 hour day, Time and one half the regular rate for Saturday for the first eight hours worked, Double time the regular time rate for Saturday for work performed in excess of eight hours, Double time the regular rate for Sunday and Double time the regular rate for work on a holiday.

**Paid Holidays**

New Year's Day

Lincoln's Birthday

President's Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Veteran's Day

Thanksgiving Day

Day after Thanksgiving

Christmas Day

Employees must work at least one day in the payroll week in which the holiday occurs to receive the paid holiday

(Operating Engineer Local #15-D)

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**ENGINEER - FIELD (BUILDING CONSTRUCTION)**

**(Construction of Building Projects, Concrete Superstructures, etc.)**

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

**Field Engineer - BC Party Chief**

Effective Period: 7/1/2023 - 6/30/2024

Wage Rate per Hour: **\$66.83**

Supplemental Benefit Rate per Hour: **\$42.39**

Supplemental Note: Overtime Benefit Rate - \$59.89 per hour (time & one half) \$77.38 per hour (double time).

**Field Engineer - BC Instrument Person**

Effective Period: 7/1/2023 - 6/30/2024

Wage Rate per Hour: **\$49.67**

Supplemental Benefit Rate per Hour: **\$42.39**

Supplemental Note: Overtime Benefit Rate - \$59.89 per hour (time & one half) \$77.38 per hour (double time).

**Field Engineer - BC Rodperson**

Effective Period: 7/1/2023 - 6/30/2024

Wage Rate per Hour: **\$30.60**

Supplemental Benefit Rate per Hour: **\$42.39**

Supplemental Note: Overtime Benefit Rate - \$59.89 per hour (time & one half) \$77.38 per hour (double time).

**Overtime Description**

Time and one half the regular rate after a 7 hour work and time and one half the regular rate for Saturday for the first seven hours worked, Double time the regular time rate for Saturday for work performed in excess of seven hours, Double time the regular rate for Sunday and Double time the regular rate for work on a holiday.

**Paid Holidays**

New Year's Day

President's Day

Good Friday

Memorial Day

Independence Day

Labor Day

Columbus Day

Veteran's Day

Thanksgiving Day

Christmas Day

Employees must work at least one day in the payroll week in which the holiday occurs to receive the paid holiday

(Operating Engineer Local #15-D)

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**ENGINEER - FIELD (HEAVY CONSTRUCTION)**

(Construction of Roads, Tunnels, Bridges, Sewers, Building Foundations, Engineering Structures etc.)

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

**Field Engineer - HC Party Chief**

Effective Period: 7/1/2023 - 6/30/2024

Wage Rate per Hour: **\$77.94**

Supplemental Benefit Rate per Hour: **\$44.82**

Supplemental Note: Overtime benefit rate - \$63.41 per hour (time & one half), \$82.00 per hour (double time).

**Field Engineer - HC Instrument Person**

Effective Period: 7/1/2023 - 6/30/2024

Wage Rate per Hour: **\$56.07**

Supplemental Benefit Rate per Hour: **\$44.82**

Supplemental Note: Overtime benefit rate - \$63.41 per hour (time & one half), \$82.00 per hour (double time).

**Field Engineer - HC Rodperson**

Effective Period: 7/1/2023 - 6/30/2024

Wage Rate per Hour: **\$46.34**

Supplemental Benefit Rate per Hour: **\$44.82**

Supplemental Note: Overtime benefit rate - \$63.41 per hour (time & one half), \$82.00 per hour (double time).

**Overtime Description**

Time and one half the regular rate after an 8 hour day, Time and one half the regular rate for Saturday for the first eight hours worked, Double time the regular time rate for Saturday for work performed in excess of eight hours, Double time the regular rate for Sunday and Double time the regular rate for work on a holiday.

**Paid Holidays**

New Year's Day

Lincoln's Birthday

President's Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Veteran's Day

Thanksgiving Day

Christmas Day

Employees must work at least one day in the payroll week in which the holiday occurs to receive the paid holiday

(Operating Engineer Local #15-D)

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**ENGINEER - FIELD (STEEL ERECTION)**

**Field Engineer - Steel Erection Party Chief**

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

Effective Period: 7/1/2023 - 6/30/2024

Wage Rate per Hour: **\$72.66**

Supplemental Benefit Rate per Hour: **\$44.37**

Supplemental Note: Overtime benefit rate - \$62.73 per hour (time & one half), \$81.09 per hour (double time).

**Field Engineer - Steel Erection Instrument Person**

Effective Period: 7/1/2023 - 6/30/2024

Wage Rate per Hour: **\$55.67**

Supplemental Benefit Rate per Hour: **\$44.37**

Supplemental Note: Overtime benefit rate - \$62.73 per hour (time & one half), \$81.09 per hour (double time).

**Field Engineer - Steel Erection Rodperson**

Effective Period: 7/1/2023 - 6/30/2024

Wage Rate per Hour: **\$35.79**

Supplemental Benefit Rate per Hour: **\$44.37**

Supplemental Note: Overtime benefit rate - \$62.73 per hour (time & one half), \$81.09 per hour (double time).

**Overtime Description**

Time and one half the regular rate for Saturday for the first eight hours worked.

Double time the regular rate for Saturday for work performed in excess of eight hours.

**Overtime**

Time and one half the regular rate after an 8 hour day.

Double time the regular rate for Sunday.

Double time the regular rate for work on the following holiday(s).

**Paid Holidays**

New Year's Day

Lincoln's Birthday

President's Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Veteran's Day

Thanksgiving Day

Christmas Day

Employees must work at least one day in the payroll week in which the holiday occurs to receive the paid holiday

(Operating Engineer Local #15-D)

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**ENGINEER - OPERATING**

**Operating Engineer - Road & Heavy Construction I**

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

Back Filling Machines, Cranes, Mucking Machines and Dual Drum Paver.

Effective Period: 7/1/2023 - 6/30/2024

Wage Rate per Hour: **\$90.59**

Supplemental Benefit Rate per Hour: **\$36.05**

Supplemental Note: \$65.90 overtime hours

Shift Wage Rate: **\$144.94**

### **Operating Engineer - Road & Heavy Construction II**

Backhoes, Power Shovels, Hydraulic Clam Shells, Steel Erection, Moles and machines of a similar nature.

Effective Period: 7/1/2023 - 6/30/2024

Wage Rate per Hour: **\$93.75**

Supplemental Benefit Rate per Hour: **\$36.05**

Supplemental Note: \$65.90 overtime hours

Shift Wage Rate: **\$150.00**

### **Operating Engineer - Road & Heavy Construction III**

Mine Hoists (Cranes, etc. when used as Mine Hoists)

Effective Period: 7/1/2023 - 6/30/2024

Wage Rate per Hour: **\$96.73**

Supplemental Benefit Rate per Hour: **\$36.05**

Supplemental Note: \$65.90 overtime hours

Shift Wage Rate: **\$154.77**

### **Operating Engineer - Road & Heavy Construction IV**

Gradealls, Keystones, Cranes on land or water (with digging buckets), Bridge Cranes, Vermeer Cutter and machines of a similar nature, Trenching Machines.

Effective Period: 7/1/2023 - 6/30/2024

Wage Rate per Hour: **\$94.42**

Supplemental Benefit Rate per Hour: **\$36.05**

Supplemental Note: \$65.90 overtime hours

Shift Wage Rate: **\$151.07**

### **Operating Engineer - Road & Heavy Construction V**

Pile Drivers & Rigs (working alongside Dock Builder foreperson): Derrick Boats, Tunnel Shovels.

Effective Period: 7/1/2023 - 6/30/2024

Wage Rate per Hour: **\$92.58**

Supplemental Benefit Rate per Hour: **\$36.05**

Supplemental Note: \$65.90 overtime hours

Shift Wage Rate: **\$148.13**



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CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

**Operating Engineer - Road & Heavy Construction VI**

Mixers (Concrete with loading attachment), Concrete Pavers, Cableways, Land Derricks, Power Houses (Low Air Pressure Units).

Effective Period: 7/1/2023 - 6/30/2024

Wage Rate per Hour: **\$88.01**

Supplemental Benefit Rate per Hour: **\$36.05**

Supplemental Note: \$65.90 overtime hours

Shift Wage Rate: **\$140.82**

**Operating Engineer - Road & Heavy Construction VII**

Barrier Movers, Barrier Transport and Machines of a Similar Nature.

Effective Period: 7/1/2023 - 6/30/2024

Wage Rate per Hour: **\$71.33**

Supplemental Benefit Rate per Hour: **\$36.05**

Supplemental Note: \$65.90 overtime hours

Shift Wage Rate: **\$114.13**

**Operating Engineer - Road & Heavy Construction VIII**

Utility Compressors

Effective Period: 7/1/2023 - 6/30/2024

Wage Rate per Hour: **\$55.65**

Supplemental Benefit Rate per Hour: **\$36.05**

Supplemental Note: \$65.90 overtime hours

Shift Wage Rate: **\$69.81**

**Operating Engineer - Road & Heavy Construction IX**

Horizontal Boring Rig

Effective Period: 7/1/2023 - 6/30/2024

Wage Rate per Hour: **\$83.78**

Supplemental Benefit Rate per Hour: **\$36.05**

Supplemental Note: \$65.90 overtime hours

Shift Wage Rate: **\$134.05**

**Operating Engineer - Road & Heavy Construction X**

Elevators (manually operated as personnel hoist).

Effective Period: 7/1/2023 - 6/30/2024

Wage Rate per Hour: **\$77.11**

Supplemental Benefit Rate per Hour: **\$36.05**

Supplemental Note: \$65.90 overtime hours

Shift Wage Rate: **\$123.38**

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CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

**Operating Engineer - Road & Heavy Construction XI**

Compressors (Portable 3 or more in battery), Driving of Truck Mounted Compressors, Well-point Pumps, Tugger Machines Well Point Pumps, Churn Drill.

Effective Period: 7/1/2023 - 6/30/2024

Wage Rate per Hour: **\$60.16**

Supplemental Benefit Rate per Hour: **\$36.05**

Supplemental Note: **\$65.90** overtime hours

Shift Wage Rate: **\$96.26**

**Operating Engineer - Road & Heavy Construction XII**

All Drills and Machines of a similar nature.

Effective Period: 7/1/2023 - 6/30/2024

Wage Rate per Hour: **\$88.94**

Supplemental Benefit Rate per Hour: **\$36.05**

Supplemental Note: **\$65.90** overtime hours

Shift Wage Rate: **\$142.30**

**Operating Engineer - Road & Heavy Construction XIII**

Concrete Pumps, Concrete Plant, Stone Crushers, Double Drum Hoist, Power Houses (other than above).

Effective Period: 7/1/2023 - 6/30/2024

Wage Rate per Hour: **\$86.19**

Supplemental Benefit Rate per Hour: **\$36.05**

Supplemental Note: **\$65.90** overtime hours

Shift Wage Rate: **\$137.90**

**Operating Engineer - Road & Heavy Construction XIV**

Concrete Mixer

Effective Period: 7/1/2023 - 6/30/2024

Wage Rate per Hour: **\$82.44**

Supplemental Benefit Rate per Hour: **\$36.05**

Supplemental Note: **\$65.90** overtime hours

Shift Wage Rate: **\$131.90**

**Operating Engineer - Road & Heavy Construction XV**

Compressors (Portable Single or two in Battery, not over 100 feet apart), Pumps (River Cofferdam) and Welding Machines, Push Button Machines, All Engines Irrespective of Power (Power-Pac) used to drive auxiliary equipment, Air, Hydraulic, etc.

Effective Period: 7/1/2023 - 6/30/2024

Wage Rate per Hour: **\$56.01**

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

Supplemental Benefit Rate per Hour: **\$36.05**  
Supplemental Note: \$65.90 overtime hours  
Shift Wage Rate: **\$89.62**

**Operating Engineer - Road & Heavy Construction XVI**

Concrete Breaking Machines, Hoists (Single Drum), Load Masters, Locomotives (over ten tons) and Dinkies over ten tons, Hydraulic Crane-Second Engineer.

Effective Period: 7/1/2023 - 6/30/2024  
Wage Rate per Hour: **\$78.79**  
Supplemental Benefit Rate per Hour: **\$36.05**  
Supplemental Note: \$65.90 overtime hours  
Shift Wage Rate: **\$126.06**

**Operating Engineer - Road & Heavy Construction XVII**

On-Site concrete plant engineer, On-site Asphalt Plant Engineer, and Vibratory console.

Effective Period: 7/1/2023 - 6/30/2024  
Wage Rate per Hour: **\$79.36**  
Supplemental Benefit Rate per Hour: **\$36.05**  
Supplemental Note: \$65.90 overtime hours  
Shift Wage Rate: **\$126.98**

**Operating Engineer - Road & Heavy Construction XVIII**

Tower Crane

Effective Period: 7/1/2023 - 6/30/2024  
Wage Rate per Hour: **\$113.37**  
Supplemental Benefit Rate per Hour: **\$36.05**  
Supplemental Note: \$65.90 overtime hours  
Shift Wage Rate: **\$181.39**

**Operating Engineer - Paving I**

Asphalt Spreaders, Autogrades (C.M.I.), Roto/Mil

Effective Period: 7/1/2023 - 6/30/2024  
Wage Rate per Hour: **\$88.01**  
Supplemental Benefit Rate per Hour: **\$36.05**  
Supplemental Note: \$65.90 overtime hours  
Shift Wage Rate: **\$140.82**

**Operating Engineer - Paving II**

Asphalt Roller

Effective Period: 7/1/2023 - 6/30/2024

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

Wage Rate per Hour: **\$85.79**  
Supplemental Benefit Rate per Hour: **\$36.05**  
Supplemental Note: **\$65.90** overtime hours  
Shift Wage Rate: **\$137.26**

**Operating Engineer - Paving III**

Asphalt Plants

Effective Period: 7/1/2023 - 6/30/2024  
Wage Rate per Hour: **\$72.72**  
Supplemental Benefit Rate per Hour: **\$36.05**  
Supplemental Note: **\$65.90** overtime hours  
Shift Wage Rate: **\$116.35**

**Operating Engineer - Concrete I**

Cranes

Effective Period: 7/1/2023 - 6/30/2024  
Wage Rate per Hour: **\$94.01**  
Supplemental Benefit Rate per Hour: **\$36.05**  
Supplemental Note: **\$65.90** overtime hours

**Operating Engineer - Concrete II**

Compressors

Effective Period: 7/1/2023 - 6/30/2024  
Wage Rate per Hour: **\$56.43**  
Supplemental Benefit Rate per Hour: **\$36.05**  
Supplemental Note: **\$65.90** overtime hours

**Operating Engineer - Concrete III**

Micro-traps (Negative Air Machines), Vac-All Remediation System.

Effective Period: 7/1/2023 - 6/30/2024  
Wage Rate per Hour: **\$75.37**  
Supplemental Benefit Rate per Hour: **\$36.05**  
Supplemental Note: **\$65.90** overtime hours

**Operating Engineer - Steel Erection I**

Three Drum Derricks

Effective Period: 7/1/2023 - 6/30/2024  
Wage Rate per Hour: **\$97.68**  
Supplemental Benefit Rate per Hour: **\$36.05**  
Supplemental Note: **\$65.90** overtime hours

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

Shift Wage Rate: **\$156.29**

**Operating Engineer - Steel Erection II**

Cranes, 2 Drum Derricks, Hydraulic Cranes, Fork Lifts and Boom Trucks.

Effective Period: 7/1/2023 - 6/30/2024

Wage Rate per Hour: **\$93.89**

Supplemental Benefit Rate per Hour: **\$36.05**

Supplemental Note: **\$65.90** overtime hours

Shift Wage Rate: **\$150.22**

**Operating Engineer - Steel Erection III**

Compressors, Welding Machines.

Effective Period: 7/1/2023 - 6/30/2024

Wage Rate per Hour: **\$56.29**

Supplemental Benefit Rate per Hour: **\$36.05**

Supplemental Note: **\$65.90** overtime hours

Shift Wage Rate: **\$90.06**

**Operating Engineer - Steel Erection IV**

Compressors - Not Combined with Welding Machine. (Public Works Only)

Effective Period: 7/1/2023 - 6/30/2024

Wage Rate per Hour: **\$53.64**

Supplemental Benefit Rate per Hour: **\$36.05**

Supplemental Note: **\$65.90** overtime hours

Shift Wage Rate: **\$85.82**

**Operating Engineer - Building Work I**

Forklifts, Plaster (Platform machine), Plaster Bucket, Concrete Pump and all other equipment used for hoisting material.

Effective Period: 7/1/2023 - 6/30/2024

Wage Rate per Hour: **\$73.47**

Supplemental Benefit Rate per Hour: **\$36.05**

Supplemental Note: **\$65.90** overtime hours

**Operating Engineer - Building Work II**

Compressors, Welding Machines (Cutting Concrete-Tank Work), Paint Spraying, Sandblasting, Pumps (with the exclusion of Concrete Pumps), All Engines irrespective of Power (Power-Pac) used to drive Auxiliary Equipment, Air, Hydraulic, Jacking System, etc.

Effective Period: 7/1/2023 - 6/30/2024

Wage Rate per Hour: **\$55.13**

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

Supplemental Benefit Rate per Hour: **\$36.05**  
Supplemental Note: \$65.90 overtime hours

**Operating Engineer - Building Work III**

Double Drum

Effective Period: 7/1/2023 - 6/30/2024  
Wage Rate per Hour: **\$89.09**  
Supplemental Benefit Rate per Hour: **\$36.05**  
Supplemental Note: \$65.90 overtime hours

**Operating Engineer - Building Work IV**

Stone Derrick, Cranes, Hydraulic Cranes Boom Trucks.

Effective Period: 7/1/2023 - 6/30/2024  
Wage Rate per Hour: **\$94.30**  
Supplemental Benefit Rate per Hour: **\$36.05**  
Supplemental Note: \$65.90 overtime hours

**Operating Engineer - Building Work V**

Dismantling and Erection of Cranes, Relief Engineer.

Effective Period: 7/1/2023 - 6/30/2024  
Wage Rate per Hour: **\$81.57**  
Supplemental Benefit Rate per Hour: **\$36.05**  
Supplemental Note: \$65.90 overtime hours

**Operating Engineer - Building Work VI**

4 Pole Hoist, Single Drum Hoists.

Effective Period: 7/1/2023 - 6/30/2024  
Wage Rate per Hour: **\$80.71**  
Supplemental Benefit Rate per Hour: **\$36.05**  
Supplemental Note: \$65.90 overtime hours

**Operating Engineer - Building Work VII**

Rack & Pinion and House Cars

Effective Period: 7/1/2023 - 6/30/2024  
Wage Rate per Hour: **\$64.28**  
Supplemental Benefit Rate per Hour: **\$36.05**  
Supplemental Note: \$65.90 overtime hours  
For New House Car projects Wage Rate per Hour **\$51.40**  
For New House Car projects: Supplemental Benefit overtime hours: **\$50.98**

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

## Overtime Description

On jobs of more than one shift, if an Employee fails to report for work through any cause over which the Employer has no control, the Employee on duty will continue to work at the rate of single time.

For House Cars and Rack & Pinion only: Overtime paid at time and one-half for all hours in excess of eight hours in a day, Saturday, Sunday and Holidays worked.

## Overtime

Double time the regular rate after an 8 hour day.

Double time the regular time rate for Saturday.

Double time the regular rate for Sunday.

Double time the regular rate for work on the following holiday(s).

## Paid Holidays

New Year's Day

Martin Luther King Jr. Day

President's Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Veteran's Day

Thanksgiving Day

Day after Thanksgiving

Christmas Day

## Shift Rates

When two (2) or more shifts are employed, single time will be paid for each shift.

For Steel Erection Only: Shifts may be worked at the single time rate at other than the regular working hours (8:00 A.M. to 4:30 P.M.) on the following work ONLY: Heavy construction jobs on work below the street level, over railroad tracks and on building jobs.

(Operating Engineer Local #14)

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## FLOOR COVERER

(Interior vinyl composition tile, sheath vinyl linoleum and wood parquet tile including site preparation and synthetic turf not including site preparation)

### Floor Coverer

Effective Period: 7/1/2023 - 6/30/2024

Wage Rate per Hour: **\$55.05**

Supplemental Benefit Rate per Hour: **\$47.88**

## Overtime

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

Saturday may be used as a make-up day at straight time when a day is lost during that week to inclement weather.

## Overtime Holidays

Double time the regular rate for work on the following holiday(s).

New Year's Day

President's Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Presidential Election Day

Thanksgiving Day

Day after Thanksgiving

Day before Christmas

Christmas Day

Day before New Year's Day

## Shift Rates

Two shifts may be utilized with the first shift working 8 a.m. to the end of the shift at straight time rate of pay. The wage rate for the second shift consisting of 7 hours shall be paid at 114.29% of straight time wage rate. The wage rate for the second shift consisting of 8 hours shall be paid 112.5% of the straight time wage rate. When it is not possible to conduct alteration or repair work during regular working hours in a building occupied by tenants, the rule for the second shift will apply.

(Carpenters District Council)

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## GLAZIER

(New Construction, Remodeling, and Alteration)

### Glazier

Effective Period: 7/1/2023 - 6/30/2024

Wage Rate per Hour: **\$47.95**

Supplemental Benefit Rate per Hour: **\$53.34**

### Overtime

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Saturday.

Time and one half the regular rate for Sunday.

### Overtime Holidays

Time and one half the regular rate for work on the following holiday(s).



OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

New Year's Day  
President's Day  
Memorial Day  
Independence Day  
Thanksgiving Day  
Day after Thanksgiving  
Christmas Day

**Paid Holidays**

None

**Shift Rates**

Shifts shall be any 8 consecutive hours after the normal working day for which the Glazier shall receive 9 hours pay for 8 hours worked.

(Local #1281)

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**GLAZIER - REPAIR & MAINTENANCE**

(For the Installation of Glass - All repair and maintenance work on a particular building.)

**Craft Jurisdiction for repair, maintenance and fabrication**

Plate glass replacement, Storm windows and storm doors, Herculite door repairs, Door closer repairs, Glass tinting.

Effective Period: 7/1/2023 - 6/30/2024

Wage Rate per Hour: **\$27.05**

Supplemental Benefit Rate per Hour: **\$26.50**

**Overtime**

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Sunday.

Time and one half the regular rate for work on the following holiday(s).

Time and one half the regular hourly rate after 40 straight time hours in any work week.

**Paid Holidays**

New Year's Day  
President's Day  
Memorial Day  
Independence Day  
Labor Day  
Thanksgiving Day  
Day after Thanksgiving  
Christmas Day

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

Employees must work at least one day in the payroll week in which the holiday occurs to receive the paid holiday

(Local #1281)

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## **HAZARDOUS MATERIAL HANDLER**

(Removal, abatement, encapsulation or decontamination of asbestos, lead, mold, or other toxic or hazardous waste/materials)

### **Handler**

Effective Period: 7/1/2023 - 6/30/2024

Wage Rate per Hour: **\$39.50**

Supplemental Benefit Rate per Hour: **\$20.60**

### **Overtime**

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Sunday.

Time and one half the regular hourly rate after 40 straight time hours in any work week.

### **Overtime Holidays**

Time and one half the regular rate for work on the following holiday(s).

New Year's Day

Good Friday

Memorial Day

Independence Day

Labor Day

Thanksgiving Day

Christmas Day

Easter

### **Paid Holidays**

None

(Local #78 and Local #12A)

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## **HEAT AND FROST INSULATOR**

### **Heat & Frost Insulator**

Effective Period: 7/1/2023 - 6/30/2024

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

Wage Rate per Hour: **\$69.96**

Supplemental Benefit Rate per Hour: **\$35.76**

## Overtime Description

Premium rate shall be paid for supplemental benefits during overtime work.

## Overtime

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

## Overtime Holidays

Double time the regular rate for work on the following holiday(s).

New Year's Day

Martin Luther King Jr. Day

President's Day

Memorial Day

Independence Day

Columbus Day

Veteran's Day

Thanksgiving Day

Day after Thanksgiving

Christmas Day

Triple time the regular rate for work on the following holiday(s).

Labor Day

## Paid Holidays

None

## Shift Rates

The first shift shall work seven hours at the regular straight time rate. The second and third shift shall work seven hours the regular straight time hourly rate plus a fourteen percent wage and benefit premium. There must be a first shift to work the second shift, and a second shift to work the third shift. Off-hour jobs in occupied buildings may be worked on weekdays with an increment of one-dollar (\$1.00) per hour and eight (8) hours pay for seven (7) hours worked.

(Local #12) (BCA)

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## HOUSE WRECKER (TOTAL DEMOLITION)

### House Wrecker - Tier A

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

On all work sites the first, second, eleventh and every third House Wrecker thereafter will be Tier A House Wreckers (i.e. 1st, 2nd, 11th, 14th etc). Other House Wreckers may be Tier B House Wreckers.

Effective Period: 7/1/2023 - 6/30/2024

Wage Rate per Hour: **\$38.93**

Supplemental Benefit Rate per Hour: **\$31.27**

### **House Wrecker - Tier B**

Effective Period: 7/1/2023 - 6/30/2024

Wage Rate per Hour: **\$28.16**

Supplemental Benefit Rate per Hour: **\$23.68**

### **Overtime**

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

### **Overtime Holidays**

Double time the regular rate for work on the following holiday(s).

New Year's Day

President's Day

Memorial Day

Independence Day

Labor Day

Thanksgiving Day

Christmas Day

### **Paid Holidays**

None

(Mason Tenders District Council)

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## **IRON WORKER - ORNAMENTAL**

### **Iron Worker - Ornamental**

Effective Period: 7/1/2023 - 6/30/2024

Wage Rate per Hour: **\$47.15**

Supplemental Benefit Rate per Hour: **\$63.75**

Supplemental Note: Supplemental benefits are to be paid at the applicable overtime rate when overtime is in effect.

### **Overtime Description**

Time and one half the regular rate after a 7 hour day for a maximum of two hours on any regular work day (the 8th and 9th hour) and double time shall be paid for all work on a regular work day thereafter. Time and one half

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

the regular rate for Saturday for the first seven hours of work and double time should be paid for all work on a Saturday thereafter. Four (4), ten (10) hour days may be worked at straight time, Monday to Thursday.

## Overtime

Double time the regular rate for Sunday.

## Overtime Holidays

Double time the regular rate for work on the following holiday(s).

New Year's Day

President's Day

Memorial Day

Independence Day

Labor Day

Thanksgiving Day

Christmas Day

## Paid Holidays

None

## Shift Rates

When two or three shifts are employed on a job, Monday through Friday, each shift will be paid eight (8) hours at the straight time rate for eight (8) hours of work; at time and one-half the regular straight time rate for the first two (2) hours of overtime worked beyond eight (8) hours; and at double time for all work thereafter. When it is not possible to conduct alteration or repair work during regular working hours in a building occupied by tenants, eight (8) hours will be paid at straight time rate for seven (7) hours of work, and all overtime shall be paid at time and one-half the regular straight time rates. On Saturday, Sundays and Holidays, time and one-half the regular straight time rate shall be paid for all work up to seven (7) hours and double time shall be paid for all work thereafter.

(Local #580)

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# IRON WORKER - STRUCTURAL

## Iron Worker - Structural

Effective Period: 7/1/2023 - 6/30/2024

Wage Rate per Hour: **\$57.20**

Supplemental Benefit Rate per Hour: **\$86.77**

Supplemental Note: Supplemental benefits are to be paid at the applicable overtime rate when overtime is in effect.

## Overtime Description

Monday through Friday- the first eight hours are paid at straight time, the 9th and 10th hours are paid at time and one-half the regular rate, all additional weekday overtime is paid at double the regular rate. Saturdays- the first eight hours are paid at time and one-half the regular rate, double time thereafter. Sunday-all shifts are paid at double time. Four Days a week at Ten (10) hours straight time is allowed.

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

## Overtime

Time and one half the regular rate after an 8 hour day.  
Time and one half the regular rate for Saturday.  
Double time the regular rate for Sunday.

## Overtime Holidays

Double time the regular rate for work on the following holiday(s).

New Year's Day  
President's Day  
Memorial Day  
Independence Day  
Labor Day  
Thanksgiving Day  
Christmas Day

## Paid Holidays

1/2 day on Christmas Eve if work is performed in the A.M.  
1/2 day on New Year's Eve if work is performed in the A.M.

## Shift Rates

Monday through Friday - First Shift: First eight hours are paid at straight time, the 9th & 10th hours are paid at time and a half, double time paid thereafter. Second and third Shifts: First eight hours are paid at time and one-half, double time thereafter. Saturdays: All shifts, first eight hours paid at time and one-half, double time thereafter: Sunday all shifts are paid at double time.

Four (4), ten (10) hour days may be worked at straight time during a week, Monday thru Thursday.

(Local #40 & #361)

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## LABORER

(Foundation, Concrete, Excavating, Street Pipe Layer and Common)

### Laborer

Excavation and foundation work for buildings, heavy construction, engineering work, and hazardous waste removal in connection with the above work. Landscaping tasks in connection with heavy construction work, engineering work and building projects. Projects include, but are not limited to pollution plants, sewers, parks, subways, bridges, highways, etc.

Effective Period: 7/1/2023 - 6/30/2024

Wage Rate per Hour: **\$44.50**

Supplemental Benefit Rate per Hour: **\$52.23**

## Overtime

Time and one half the regular rate after an 8 hour day.

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

### Overtime Holidays

Double time the regular rate for work on the following holiday(s).

New Year's Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Thanksgiving Day

Christmas Day

### Paid Holidays

Labor Day

Thanksgiving Day

### Shift Rates

When two shifts are employed, single time rate shall be paid for each shift. When three shifts are found necessary, each shift shall work seven and one half hours (7 ½), but shall be paid for eight (8) hours of labor, and be permitted one half hour for lunch.

(Local #731)

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## LANDSCAPING

(Landscaping tasks, such as tree pruning, tree removing and spraying in connection with Green Infrastructure maintenance and the planting of street trees and trees in City parks, but not when such activities are performed as part of construction or reconstruction projects.)

### Landscaper (Year 6 and above)

Effective Period: 7/1/2023 - 6/30/2024

Wage Rate per Hour: **\$36.64**

Supplemental Benefit Rate per Hour: **\$17.55**

### Landscaper (Year 3 - 5)

Effective Period: 7/1/2023 - 6/30/2024

Wage Rate per Hour: **\$35.47**

Supplemental Benefit Rate per Hour: **\$17.55**

### Landscaper (up to 3 years)

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

Effective Period: 7/1/2023 - 6/30/2024

Wage Rate per Hour: **\$32.55**

Supplemental Benefit Rate per Hour: **\$17.55**

**Groundperson**

Effective Period: 7/1/2023 - 6/30/2024

Wage Rate per Hour: **\$32.55**

Supplemental Benefit Rate per Hour: **\$17.55**

**Tree Remover / Pruner**

Effective Period: 7/1/2023 - 6/30/2024

Wage Rate per Hour: **\$42.51**

Supplemental Benefit Rate per Hour: **\$17.55**

**Landscaper Sprayer (Pesticide Applicator)**

Effective Period: 7/1/2023 - 6/30/2024

Wage Rate per Hour: **\$30.80**

Supplemental Benefit Rate per Hour: **\$17.55**

**Watering - Plant Maintainer**

Effective Period: 7/1/2023 - 6/30/2024

Wage Rate per Hour: **\$24.92**

Supplemental Benefit Rate per Hour: **\$17.55**

**Overtime Description**

For all overtime work performed, supplemental benefits shall include an additional seventy-five (\$0.75) cents per hour.

**Overtime**

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

Time and one half the regular rate for work on a holiday plus the day's pay.

**Paid Holidays**

New Year's Day

Memorial Day

Independence Day

Labor Day

Thanksgiving Day

Christmas Day

**Shift Rates**

Work performed on a 4pm to 12am shift has a 15% differential. Work performed on a 12am to 8am shift has a 20% differential.



OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

(Local #175)

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## **MARBLE MECHANIC**

### **Marble Setter**

Effective Period: 7/1/2023 - 7/2/2023

Wage Rate per Hour: **\$57.82**

Supplemental Benefit Rate per Hour: **\$42.86**

Effective Period: 7/3/2023 - 6/30/2024

Wage Rate per Hour: **\$58.12**

Supplemental Benefit Rate per Hour: **\$43.31**

### **Marble Finisher**

Effective Period: 7/1/2023 - 7/2/2023

Wage Rate per Hour: **\$44.77**

Supplemental Benefit Rate per Hour: **\$40.16**

Effective Period: 7/3/2023 - 6/30/2024

Wage Rate per Hour: **\$45.10**

Supplemental Benefit Rate per Hour: **\$40.36**

### **Marble Polisher**

Effective Period: 7/1/2023 - 7/2/2023

Wage Rate per Hour: **\$43.97**

Supplemental Benefit Rate per Hour: **\$32.76**

Effective Period: 7/3/2023 - 6/30/2024

Wage Rate per Hour: **\$44.19**

Supplemental Benefit Rate per Hour: **\$33.11**

### **Marble Maintenance Finisher**

Effective Period: 7/1/2023 - 7/2/2023

Wage Rate per Hour: **\$27.26**

Supplemental Benefit Rate per Hour: **\$14.55**

Effective Period: 7/3/2023 - 6/30/2024

Wage Rate per Hour: **\$27.44**

Supplemental Benefit Rate per Hour: **\$14.77**

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

## Overtime Description

Supplemental Benefit contributions are to be made at the applicable overtime rates.

## Overtime

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

## Overtime Holidays

Double time the regular rate for work on the following holiday(s).

New Year's Day

President's Day

Good Friday

Memorial Day

Independence Day

Labor Day

Columbus Day

Veteran's Day

Thanksgiving Day

Day after Thanksgiving

Christmas Day

## Paid Holidays

None

(Local #7)

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## MASON TENDER

### Mason Tender

Effective Period: 7/1/2023 - 6/30/2024

Wage Rate per Hour: **\$43.80**

Supplemental Benefit Rate per Hour: **\$29.39**  
before calculating premium wage deduct \$3.00

## Overtime

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

Saturday may be used as a make-up day at straight time when a day is lost during that week to inclement weather.

## Overtime Holidays

Double time the regular rate for work on the following holiday(s).

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

New Year's Day  
President's Day  
Memorial Day  
Independence Day  
Labor Day  
Thanksgiving Day  
Christmas Day

### **Paid Holidays**

None

### **Shift Rates**

The employer may work two (2) shifts with the first shift at the straight time wage rate and the second shift receiving eight (8) hours paid for seven (7) hours work at the straight time wage rate. When it is not possible to conduct alteration work during regular working hours in a building occupied by tenants, the rule for the second shift will apply.

(Local #79)

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## **MASON TENDER (INTERIOR DEMOLITION WORKER)**

### **Mason Tender Tier A**

Tier A Interior Demolition Worker performs all burning, chopping, and other technically skilled tasks related to interior demolition work.

Effective Period: 7/1/2023 - 6/30/2024

Wage Rate per Hour: **\$39.19**

Supplemental Benefit Rate per Hour: **\$24.60**  
before calculating premium wage deduct \$1.50

### **Mason Tender Tier B**

Tier B Interior Demolition Worker performs manual work and work incidental to demolition work, such as loading and carting of debris from the work site to an area where it can be loaded in to bins/trucks for removal. Also performs clean-up of the site when demolition is completed.

Effective Period: 7/1/2023 - 6/30/2024

Wage Rate per Hour: **\$28.38**

Supplemental Benefit Rate per Hour: **\$18.92**  
before calculating premium wage deduct \$1.50

### **Overtime**

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Sunday.

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

## Overtime Holidays

Double time the regular rate for work on the following holiday(s).

New Year's Day  
President's Day  
Memorial Day  
Independence Day  
Labor Day  
Thanksgiving Day  
Christmas Day

## Paid Holidays

None

(Local #79)

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# METALLIC LATHER

## Metallic Lather

Effective Period: 7/1/2023 - 6/30/2024

Wage Rate per Hour: **\$46.45**

Supplemental Benefit Rate per Hour: **\$52.80**

Supplemental Note: For time and one half overtime - \$64.80 For double overtime - \$81.60

## Overtime

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

## Overtime Holidays

Double time the regular rate for work on the following holiday(s).

New Year's Day  
President's Day  
Memorial Day  
Independence Day  
Labor Day  
Columbus Day  
Thanksgiving Day  
Christmas Day

## Paid Holidays

1/2 day on Christmas Eve if work is performed in the A.M.

1/2 day on New Year's Eve if work is performed in the A.M.

## Shift Rates

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

Off-shift work outside of normal working hours shall receive straight time rate plus \$12 per hour for the first eight (8) hours.

(Local #46)

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## MILLWRIGHT

### Millwright

Effective Period: 7/1/2023 - 6/30/2024

Wage Rate per Hour: **\$58.70**

Supplemental Benefit Rate per Hour: **\$57.11**

### Overtime

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

Saturday may be used as a make-up day at straight time when a day is lost during that week to inclement weather.

### Overtime Holidays

Double time the regular rate for work on the following holiday(s).

New Year's Day

President's Day

Good Friday

Memorial Day

Independence Day

Labor Day

Columbus Day

Presidential Election Day

Veteran's Day

Thanksgiving Day

Christmas Day

### Paid Holidays

1/2 day on Christmas Eve if work is performed in the A.M.

1/2 day on New Year's Eve if work is performed in the A.M.

### Shift Rates

Second and third shifts receives the straight time rate of pay plus fifteen (15%) percent allowing for one half hour for a meal. There must be a first shift to work a second and third shift. All additional hours worked shall be paid at the time and one-half rate of pay plus fifteen (15%) percent for weekday hours.

(Local #740)

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## **MOSAIC MECHANIC**

### **Mosaic Mechanic - Mosaic & Terrazzo Mechanic**

Effective Period: 7/1/2023 - 6/30/2024

Wage Rate per Hour: **\$53.40**

Supplemental Benefit Rate per Hour: **\$45.67**

### **Mosaic Mechanic - Mosaic & Terrazzo Finisher**

Effective Period: 7/1/2023 - 6/30/2024

Wage Rate per Hour: **\$51.79**

Supplemental Benefit Rate per Hour: **\$45.67**

### **Mosaic Mechanic - Machine Operator Grinder**

Effective Period: 7/1/2023 - 6/30/2024

Wage Rate per Hour: **\$51.79**

Supplemental Benefit Rate per Hour: **\$45.67**

### **Overtime**

Time and one half the regular rate after a 7 hour day.

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

### **Overtime Holidays**

Double time the regular rate for work on the following holiday(s).

New Year's Day

Washington's Birthday

Good Friday

Independence Day

Labor Day

Columbus Day

Veteran's Day

Thanksgiving Day

Day after Thanksgiving

Christmas Day

### **Paid Holidays**

None

(Local #7)

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## **PAINTER**

### **Painter - Brush & Roller**

Effective Period: 7/1/2023 - 6/30/2024

Wage Rate per Hour: **\$43.00**

Supplemental Benefit Rate per Hour: **\$40.88**

Supplemental Note: \$46.62 on overtime

### **Spray & Scaffold / Decorative / Sandblast**

Effective Period: 7/1/2023 - 6/30/2024

Wage Rate per Hour: **\$46.00**

Supplemental Benefit Rate per Hour: **\$40.88**

Supplemental Note: \$46.62 on overtime

### **Overtime**

Time and one half the regular rate after a 7 hour day.

Time and one half the regular rate for Saturday.

Time and one half the regular rate for Sunday.

### **Overtime Holidays**

Time and one half the regular rate for work on the following holiday(s).

New Year's Day

President's Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Thanksgiving Day

Christmas Day

### **Paid Holidays**

None

(District Council of Painters #9)

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## **PAINTER - LINE STRIPING (ROADWAY)**

see PAVER AND ROADBUILDER - LINE STRIPING (ROADWAY)

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## **PAINTER - METAL POLISHER**

### **METAL POLISHER**

Effective Period: 7/1/2023 - 6/30/2024

Wage Rate per Hour: **\$32.93**

Supplemental Benefit Rate per Hour: **\$11.99**

### **METAL POLISHER - NEW CONSTRUCTION**

Effective Period: 7/1/2023 - 6/30/2024

Wage Rate per Hour: **\$33.88**

Supplemental Benefit Rate per Hour: **\$11.99**

### **METAL POLISHER - SCAFFOLD OVER 34 FEET**

Effective Period: 7/1/2023 - 6/30/2024

Wage Rate per Hour: **\$36.43**

Supplemental Benefit Rate per Hour: **\$11.99**

### **ASSISTANT METAL POLISHER**

Effective Period: 7/1/2023 - 6/30/2024

Wage Rate per Hour: **\$25.71**

Supplemental Benefit Rate per Hour: **\$11.51**

### **ASSISTANT METAL POLISHER - NEW CONSTRUCTION**

Effective Period: 7/1/2023 - 6/30/2024

Wage Rate per Hour: **\$26.66**

Supplemental Benefit Rate per Hour: **\$11.51**

### **ASSISTANT METAL POLISHER - SCAFFOLD OVER 34 FEET**

Effective Period: 7/1/2023 - 6/30/2024

Wage Rate per Hour: **\$28.21**

Supplemental Benefit Rate per Hour: **\$11.51**

### **Overtime Description**

All work performed on Saturdays shall be paid at time-in-a half. The exception being; for suspended scaffold work and work deemed as a construction project; an eight (8) hour shift lost during the week due to circumstances beyond the control of the employer, up to a maximum of eight (8) hours per week, may be worked on Saturday at the straight time rate.

#### **Holiday Pay**

Only employees who have completed one year of service, including any trial period shall be eligible for holiday pay.



OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

## Overtime

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

Saturday may be used as a make-up day at straight time when a day is lost during that week to inclement weather.

Triple time the regular rate for work on the following holiday(s).

## Paid Holidays

New Year's Day

Martin Luther King Jr. Day

President's Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Veteran's Day

Thanksgiving Day

Day after Thanksgiving

Christmas Day

## Shift Rates

Four Days a week at Ten (10) hours straight a day.

Local 8A-28A

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## PAINTER - SIGN

### Sign Painter

Effective Period: 7/1/2023 - 6/30/2024

Wage Rate per Hour: **\$45.54**

Supplemental Benefit Rate per Hour: **\$22.29**

### Assistant Sign Painter

Effective Period: 7/1/2023 - 6/30/2024

Wage Rate per Hour: **\$38.70**

Supplemental Benefit Rate per Hour: **\$20.20**

## Overtime Description

If any employee is required to work on any of the paid holidays then the employee shall receive double time rate of wages as well as the holiday pay for that day.

## Overtime

Time and one half the regular rate after an 8 hour day.

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

Time and one half the regular rate for Saturday.

Time and one half the regular rate for Sunday.

### **Paid Holidays**

New Year's Day

President's Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Election Day

Thanksgiving Day

Day after Thanksgiving

Christmas Day

### **Vacation**

At least 1 year of employment.....1 week

2 years or more of employment.....2 weeks

8 years or more of employment.....3 weeks

(Local #8A-28A)

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## **PAINTER - STRUCTURAL STEEL**

### **Painters on Structural Steel**

Effective Period: 7/1/2023 - 6/30/2024

Wage Rate per Hour: **\$54.50**

Supplemental Benefit Rate per Hour: **\$51.33**

### **Painter - Power Tool**

Effective Period: 7/1/2023 - 6/30/2024

Wage Rate per Hour: **\$61.00**

Supplemental Benefit Rate per Hour: **\$51.33**

Overtime Wage Rate: **\$6.50** above the "Painters on Structural Steel" overtime rate.

### **Overtime Description**

Supplemental Benefits shall be paid for each hour worked, up to forty (40) hours per week for the period of May 1st to November 15th or up to fifty (50) hours per week for the period of November 16th to April 30th.

### **Overtime**

Time and one half the regular rate after a 7 hour day.

Time and one half the regular rate for Saturday.

Time and one half the regular rate for Sunday.

### **Overtime Holidays**

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

Double time the regular rate for work on the following holiday(s).

New Year's Day  
Memorial Day  
Independence Day  
Labor Day  
Thanksgiving Day  
Christmas Day

## **Paid Holidays**

None

## **Shift Rates**

Second shift is paid at regular hourly wage rates plus a ten percent (10%) differential. There must be a first shift in order to work a second shift.

(Local #806)

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# **PAPERHANGER**

## **Paperhanger**

Effective Period: 7/1/2023 - 6/30/2024

Wage Rate per Hour: **\$48.02**

Supplemental Benefit Rate per Hour: **\$40.51**

Supplemental Note: Supplemental benefits are to be paid at the appropriate straight time and overtime rate.

## **Overtime**

Time and one half the regular rate after a 7 hour day.

Time and one half the regular rate for Saturday.

Time and one half the regular rate for Sunday.

## **Overtime Holidays**

Time and one half the regular rate for work on the following holiday(s).

New Year's Day  
President's Day  
Memorial Day  
Independence Day  
Labor Day  
Thanksgiving Day  
Day after Thanksgiving  
Christmas Day

## **Paid Holidays**

None

## **Shift Rates**

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

Evening shift - 4:30 P.M. to 12:00 Midnight (regular rate of pay); any work performed before 7:00 A.M. shall be at time and one half the regular base rate of pay.

(District Council of Painters #9)

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## **PAVER AND ROADBUILDER**

### **Paver & Roadbuilder - Formsetter**

Effective Period: 7/1/2023 - 6/30/2024

Wage Rate per Hour: **\$48.85**

Supplemental Benefit Rate per Hour: **\$51.87**

Supplemental Note: For time and one half overtime - \$56.37 For double overtime - \$60.87

### **Paver & Roadbuilder - Laborer**

Paving and road construction work, regardless of material used, including but not limited to preparation of job sites, removal of old surfaces, asphalt and/or concrete, by whatever method, including but not limited to milling; laying of concrete; laying of asphalt for temporary, patchwork, and utility paving (but not production paving); site preparation and incidental work for installation of rubberized materials and similar surfaces; installation and repair of temporary construction fencing; slurry/seal coating, paving stones, maintenance of safety surfaces; play equipment installation, and other related work.

Effective Period: 7/1/2023 - 6/30/2024

Wage Rate per Hour: **\$44.98**

Supplemental Benefit Rate per Hour: **\$51.87**

Supplemental Note: For time and one half overtime - \$56.37 For double overtime - \$60.87

### **Production Paver & Roadbuilder - Screed Person**

(Production paving is asphalt paving when using a paving machine or on a project where a paving machine is traditionally used)

Adjustment of paving machinery on production paving jobs.

Effective Period: 7/1/2023 - 6/30/2024

Wage Rate per Hour: **\$49.45**

Supplemental Benefit Rate per Hour: **\$51.87**

Supplemental Note: For time and one half overtime - \$56.37 For double overtime - \$60.87

### **Production Paver & Roadbuilder - Raker**

Effective Period: 7/1/2023 - 6/30/2024

Wage Rate per Hour: **\$48.85**

Supplemental Benefit Rate per Hour: **\$51.87**

Supplemental Note: For time and one half overtime - \$56.37 For double overtime - \$60.87

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

## **Production Paver & Roadbuilder - Shoveler**

General laborer (except removal of surfaces - see Paver and Roadbuilder-Laborer) including but not limited to tamper, AC paint and liquid tar work.

Effective Period: 7/1/2023 - 6/30/2024

Wage Rate per Hour: **\$44.98**

Supplemental Benefit Rate per Hour: **\$51.87**

Supplemental Note: For time and one half overtime - \$56.37 For double overtime - \$60.87

### **Overtime Description**

If an employee works New Year's Day or Christmas Day, they receive the single time rate plus 25%.

For Paid Holidays: Holiday pay for all holidays shall be prorated based two hours per day for each day worked in the holiday week, not to exceed 8 hours of holiday pay.

### **Overtime**

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

### **Overtime Holidays**

Double time the regular rate for work on the following holiday(s).

Memorial Day

Independence Day

Labor Day

Columbus Day

Thanksgiving Day

### **Paid Holidays**

Memorial Day

Independence Day

Labor Day

Thanksgiving Day

### **Shift Rates**

When two shifts are employed, the work period for each shift shall be a continuous eight (8) hours. When three shifts are employed, each shift will work seven and one half (7 ½) hours but will be paid for eight (8) hours at the straight time rate since only one half (1/2) hour is allowed for meal time.

When two or more shifts are employed, single time will be paid for each shift.

Night Work - On night work, the first eight (8) hours of work will be paid for at the single time rate, except that production paving work shall be paid at 10% over the single time rate for the screed person, rakers and shovelers directly involved only. This differential is to be paid when there is only one shift and the shift works at night. All other workers will be exempt. Hours worked over eight (8) hours during said shift shall be paid for at the time and one-half rate.

(Local #1010)

## **PAVER AND ROADBUILDER - LINE STRIPING (ROADWAY)**

### **Striping - Machine Operator**

Effective Period: 7/1/2023 - 6/30/2024

Wage Rate per Hour: **\$40.00**

Supplemental Benefit Rate per Hour: **\$17.27**

Supplemental Note: For time and one half overtime - \$18.27 For double overtime - \$19.27

### **Lineperson (Thermoplastic)**

Effective Period: 7/1/2023 - 6/30/2024

Wage Rate per Hour: **\$44.00**

Supplemental Benefit Rate per Hour: **\$17.27**

Supplemental Note: For time and one half overtime - \$18.27 For double overtime - \$19.27

### **Striping Assistant & Traffic Safety**

Effective Period: 7/1/2023 - 6/30/2024

Wage Rate per Hour: **\$38.00**

Supplemental Benefit Rate per Hour: **\$17.27**

Supplemental Note: For time and one half overtime - \$18.27 For double overtime - \$19.27

### **Overtime Description**

For Paid Holidays: Employees will only receive Holiday Pay for holidays not worked if said employee worked both the regularly scheduled workday before and after the holiday.

### **Overtime**

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Saturday.

Time and one half the regular rate for Sunday.

Time and one half the regular rate for work on the following holiday(s).

### **Paid Holidays**

New Year's Day

Good Friday

Memorial Day

Independence Day

Labor Day

Columbus Day

Presidential Election Day

Thanksgiving Day

Christmas Day

### **Vacation**

Employees with one to two years service shall accrue vacation based on hours worked: 250 hours worked - 1 day vacation; 500 hours worked - 2 days vacation; 750 hours worked - 3 days vacation; 900 hours worked - 4 days vacation; 1,000 hours worked - 5 days vacation. Employees with two to five years service receive two weeks

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

vacation. Employees with five to twenty years service receive three weeks vacation. Employees with twenty to twenty-five years service receive four weeks vacation. Employees with 25 or more years service receive five weeks vacation.

(Local #1010)

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## PLASTERER

### Plasterer

Effective Period: 7/1/2023 - 7/31/2023

Wage Rate per Hour: **\$52.08**

Supplemental Benefit Rate per Hour: **\$23.74**

Effective Period: 8/1/2023 - 6/30/2024

Wage Rate per Hour: **\$52.10**

Supplemental Benefit Rate per Hour: **\$25.35**

### Overtime

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

Saturday may be used as a make-up day at straight time when a day is lost during that week to inclement weather.

### Overtime Holidays

Double time the regular rate for work on the following holiday(s).

New Year's Day

President's Day

Memorial Day

Independence Day

Labor Day

Thanksgiving Day

Christmas Day

### Paid Holidays

None

### Shift Rates

When it is not possible to conduct work during regular working hours (between 6:30am and 4:30pm), a shift differential shall be paid at the regular hourly rate plus a twelve percent (12%) per hour differential. Workers on shift work shall be allowed a paid one-half hour meal break.

(Local #262)

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## PLASTERER - TENDER

### Plasterer - Tender

Effective Period: 7/1/2023 - 6/30/2024

Wage Rate per Hour: **\$39.95**

Supplemental Benefit Rate per Hour: **\$31.99**

### Overtime

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

Saturday may be used as a make-up day at straight time when a day is lost during that week to inclement weather.

### Overtime Holidays

Double time the regular rate for work on the following holiday(s).

New Year's Day

Washington's Birthday

Memorial Day

Independence Day

Labor Day

Presidential Election Day

Thanksgiving Day

Christmas Day

### Paid Holidays

None

### Shift Rates

When work commences outside regular work hours, workers receive an hour additional (differential) wage and supplement payment. Eight hours pay for seven hours work or nine hours pay for eight hours work.

(Mason Tenders District Council)

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## PLUMBER

### Plumber

Effective Period: 7/1/2023 - 6/30/2024

Wage Rate per Hour: **\$72.50**

Supplemental Benefit Rate per Hour: **\$41.45**

Supplemental Note: Supplemental benefit contributions are to be made at the applicable overtime rates.



OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

**Plumber - Temporary Services**

Temporary Services - When there are no Plumbers on the job site, there may be three shifts designed to cover the entire twenty-four hour period, including weekends if necessary, at the following rate straight time.

Effective Period: 7/1/2023 - 6/30/2024

Wage Rate per Hour: **\$58.08**

Supplemental Benefit Rate per Hour: **\$33.08**

**Overtime**

Double time the regular rate after an 8 hour day.

Double time the regular time rate for Saturday.

Double time the regular rate for Sunday.

**Overtime Holidays**

Double time the regular rate for work on the following holiday(s).

New Year's Day

President's Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Veteran's Day

Thanksgiving Day

Day after Thanksgiving

Christmas Day

**Shift Rates**

30% shift premium shall be paid for wages and fringe benefits for 4:00 pm and midnight shifts Monday to Friday.

50% shift premium shall be paid for wages and fringe benefits for 4:00 pm and midnight shift work performed on weekends. For shift work on holidays, double time wages and fringe benefits shall be paid.

(Plumbers Local #1)

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**PLUMBER (MECHANICAL EQUIPMENT AND SERVICE)**

(Mechanical Equipment and Service work shall include any repair and/or replacement of the present plumbing system.)

**Plumber**

Effective Period: 7/1/2023 - 6/30/2024

Wage Rate per Hour: **\$47.45**

Supplemental Benefit Rate per Hour: **\$20.51**

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

**Overtime**

Time and one half the regular rate after an 8 hour day.  
Time and one half the regular rate for Saturday.  
Time and one half the regular rate for Sunday.

**Overtime Holidays**

Time and one half the regular rate for work on the following holiday(s).

New Year's Day  
President's Day  
Memorial Day  
Independence Day  
Thanksgiving Day  
Day after Thanksgiving  
Christmas Day

**Paid Holidays**

None

(Plumbers Local # 1)

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**PLUMBER (RESIDENTIAL RATES FOR 1, 2 AND 3 FAMILY HOME  
CONSTRUCTION)**

Effective Period: 7/1/2023 - 6/30/2024

Wage Rate per Hour: **\$50.35**

Supplemental Benefit Rate per Hour: **\$29.73**

**Overtime**

Double time the regular rate after an 8 hour day.  
Double time the regular time rate for Saturday.  
Double time the regular rate for Sunday.

**Overtime Holidays**

Double time the regular rate for work on the following holiday(s).

New Year's Day  
President's Day  
Memorial Day  
Independence Day  
Labor Day  
Columbus Day  
Veteran's Day  
Thanksgiving Day  
Day after Thanksgiving  
Christmas Day

**Paid Holidays**

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

None

## Shift Rates

30% shift premium shall be paid for wages and fringe benefits for 4:00 pm and midnight shifts Monday to Friday.  
50% shift premium shall be paid for wages and fringe benefits for 4:00 pm and midnight shift work performed on weekends. For shift work on holidays, double time wages and fringe benefits shall be paid.

(Plumbers Local #1)

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## PLUMBER: PUMP & TANK Oil Trades (Installation and Maintenance)

### Plumber - Pump & Tank

Effective Period: 7/1/2023 - 6/30/2024

Wage Rate per Hour: **\$69.73**

Supplemental Benefit Rate per Hour: **\$28.48**

### Overtime

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Saturday.

Time and one half the regular rate for Sunday.

### Overtime Holidays

Time and one half the regular rate for work on the following holiday(s).

New Year's Day

President's Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Veteran's Day

Thanksgiving Day

Day after Thanksgiving

Christmas Day

### Paid Holidays

None

### Shift Rates

All work outside the regular workday (8:00 A.M. to 3:30 P.M.) is to be paid at time and one half the regular hourly rate

(Plumbers Local #1)

**POINTER, WATERPROOFER, CAULKER, SANDBLASTER,  
STEAMBLASTER  
(Exterior Building Renovation)**

**Journey person**

Effective Period: 7/1/2023 - 6/30/2024

Wage Rate per Hour: **\$61.93**

Supplemental Benefit Rate per Hour: **\$30.25**

**Overtime**

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Saturday.

Time and one half the regular rate for Sunday.

Saturday may be used as a make-up day at straight time when a day is lost during that week to inclement weather.

**Overtime Holidays**

Time and one half the regular rate for work on the following holiday(s).

New Year's Day

Martin Luther King Jr. Day

President's Day

Memorial Day

Independence Day

Labor Day

Thanksgiving Day

Christmas Day

**Paid Holidays**

None

**Shift Rates**

All work outside the regular work day (an eight hour workday between the hours of 6:00 A.M. and 4:00 P.M.) is to be paid at time and one half the regular rate. However, the employer may establish one (1) or two (2) shifts starting at or after 4:00 P.M. to be paid at the regular hourly rate plus a 10% differential. For projects bid and performed after July 1, 2023, the first shift shall be paid at the regular hourly rate plus a 5% differential.

(Bricklayer District Council)

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OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

## ROOFER

### Roofer

Effective Period: 7/1/2023 - 6/30/2024

Wage Rate per Hour: **\$46.50**

Supplemental Benefit Rate per Hour: **\$38.31**

### Overtime

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Saturday.

Time and one half the regular rate for Sunday.

### Overtime Holidays

Time and one half the regular rate for work on the following holiday(s).

New Year's Day

Memorial Day

Independence Day

Labor Day

Thanksgiving Day

Christmas Day

### Paid Holidays

None

### Shift Rates

Second shift - Regular hourly rate plus a 10% differential. Third shift - Regular hourly rate plus a 15% differential. There must be a first shift to work the second shift, and a second shift to work the third shift. All other work outside the regular work day (an eight hour workday between the hours of 5:00 A.M. and 4:00 P.M.) is to be paid at time and one half the regular rate.

(Local #8)

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## SHEET METAL WORKER

### Sheet Metal Worker

Effective Period: 7/1/2023 - 6/30/2024

Wage Rate per Hour: **\$52.60**

Supplemental Benefit Rate per Hour: **\$56.93**

Supplemental Note: Supplemental benefit contributions are to be made at the applicable overtime rates.

### Sheet Metal Worker - Fan Maintenance

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

(The temporary operation of fans or blowers in new or existing buildings for heating and/or ventilation, and/or air conditioning prior to the completion of the project.)

Effective Period: 7/1/2023 - 6/30/2024

Wage Rate per Hour: **\$42.08**

Supplemental Benefit Rate per Hour: **\$56.93**

**Sheet Metal Worker - Duct Cleaner**

Effective Period: 7/1/2023 - 6/30/2024

Wage Rate per Hour: **\$19.30**

Supplemental Benefit Rate per Hour: **\$12.35**

**Overtime**

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

**Overtime Holidays**

Double time the regular rate for work on the following holiday(s).

New Year's Day

Martin Luther King Jr. Day

President's Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Veteran's Day

Thanksgiving Day

Day after Thanksgiving

Christmas Day

**Paid Holidays**

None

**Shift Rates**

Work that can only be performed outside regular working hours (eight hours of work between 7:30 A.M. and 3:30 P.M.) - First shift (work between 3:30 P.M. and 11:30 P.M.) - 10% differential above the established hourly rate.

Second shift (work between 11:30 P.M. and 7:30 A.M.) - 15% differential above the established hourly rate.

For Fan Maintenance: On all full shifts of fan maintenance work the straight time hourly rate of pay will be paid for each shift, including nights, Saturdays, Sundays, and holidays.

(Local #28)

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## **SHEET METAL WORKER - SPECIALTY (Decking & Siding)**

### **Sheet Metal Specialty Worker**

The first worker to perform this work must be paid at the rate of the Sheet Metal Worker. The second and third workers shall be paid the Specialty Worker Rate. The ratio of One Sheet Metal Worker, then Two Specialty Workers shall be utilized thereafter.

Effective Period: 7/1/2023 - 6/30/2024

Wage Rate per Hour: **\$49.40**

Supplemental Benefit Rate per Hour: **\$28.99**

Supplemental Note: Supplemental benefit contributions are to be made at the applicable overtime rates.

### **Overtime**

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

### **Overtime Holidays**

Double time the regular rate for work on the following holiday(s).

New Year's Day

Martin Luther King Jr. Day

President's Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Veteran's Day

Thanksgiving Day

Christmas Day

### **Paid Holidays**

None

(Local #28)

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## **SHIPYARD WORKER**

### **Shipyard Mechanic - First Class**

Effective Period: 7/1/2023 - 6/30/2024

Wage Rate per Hour: **\$30.26**

Supplemental Benefit Rate per Hour: **\$3.80**

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

**Shipyard Mechanic - Second Class**

Effective Period: 7/1/2023 - 6/30/2024

Wage Rate per Hour: **\$21.63**

Supplemental Benefit Rate per Hour: **\$3.30**

**Shipyard Laborer - First Class**

Effective Period: 7/1/2023 - 6/30/2024

Wage Rate per Hour: **\$23.59**

Supplemental Benefit Rate per Hour: **\$3.70**

**Shipyard Laborer - Second Class**

Effective Period: 7/1/2023 - 6/30/2024

Wage Rate per Hour: **\$18.43**

Supplemental Benefit Rate per Hour: **\$3.43**

**Shipyard Dockhand - First Class**

Effective Period: 7/1/2023 - 6/30/2024

Wage Rate per Hour: **\$25.82**

Supplemental Benefit Rate per Hour: **\$3.54**

**Shipyard Dockhand - Second Class**

Effective Period: 7/1/2023 - 6/30/2024

Wage Rate per Hour: **\$18.83**

Supplemental Benefit Rate per Hour: **\$3.58**

**Overtime Description**

Work performed on holiday is paid double time the regular hourly wage rate plus holiday pay.

**Overtime**

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

Time and one half the regular hourly rate after 40 straight time hours in any work week.

**Paid Holidays**

New Year's Day

Martin Luther King Jr. Day

President's Day

Good Friday

Memorial Day

Independence Day

Labor Day

Thanksgiving Day

Day after Thanksgiving

Christmas Day



OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

Based on Survey Data

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## **SIGN ERECTOR**

(Sheet Metal, Plastic, Electric, and Neon)

### **Sign Erector**

Effective Period: 7/1/2023 - 6/30/2024

Wage Rate per Hour: **\$56.00**

Supplemental Benefit Rate per Hour: **\$61.89**

### **Overtime**

Time and one half the regular rate after a 7 hour day.

Time and one half the regular rate for Saturday.

Time and one half the regular rate for Sunday.

Time and one half the regular rate for work on the following holiday(s).

### **Paid Holidays**

New Year's Day

President's Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Election Day

Thanksgiving Day

Day after Thanksgiving

Christmas Day

### **Shift Rates**

Time and one half the regular hourly rate is to be paid for all hours worked outside the regular workday either (7:00 A.M. through 2:30 P.M.) or (8:00 A.M. through 3:30 P.M.)

(Local #137)

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## **STEAMFITTER**

### **Steamfitter**

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

Effective Period: 7/1/2023 - 6/30/2024

Wage Rate per Hour: **\$69.05**

Supplemental Benefit Rate per Hour: **\$53.14**

Supplemental Note: Overtime supplemental benefit rate: \$105.54

### **Steamfitter -Temporary Services**

Effective Period: 7/1/2023 - 6/30/2024

Wage Rate per Hour: **\$52.48**

Supplemental Benefit Rate per Hour: **\$43.57**

### **Overtime Description**

Double time after a 7 hour day except for Temporary Services.

### **Overtime**

Double time the regular time rate for Saturday.

Double time the regular rate for Sunday.

### **Overtime Holidays**

Double time the regular rate for work on the following holiday(s).

New Year's Day

President's Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Veteran's Day

Thanksgiving Day

Day after Thanksgiving

Christmas Day

### **Paid Holidays**

None

### **Shift Rates**

May be performed outside of the regular workday except Saturday, Sunday and Holidays. When shift work is performed the wage rate for regular time worked is a 15% percent premium on wage and 15% percent premium on supplemental benefits.

Local 638

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## **STEAMFITTER - REFRIGERATION AND AIR CONDITIONER (Maintenance and Installation Service Person)**

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

**Refrigeration and Air Conditioner Mechanic**

Effective Period: 7/1/2023 - 6/30/2024

Wage Rate per Hour: **\$44.85**

Supplemental Benefit Rate per Hour: **\$20.71**

**Overtime**

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

**Overtime Holidays**

Double time the regular rate for work on the following holiday(s).

New Year's Day

Independence Day

Labor Day

Veteran's Day

Thanksgiving Day

Christmas Day

Double time and one half the regular rate for work on the following holiday(s).

Martin Luther King Jr. Day

President's Day

Memorial Day

Columbus Day

**Paid Holidays**

New Year's Day

Martin Luther King Jr. Day

President's Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Veteran's Day

Thanksgiving Day

Christmas Day

(Local #638-B)

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**STONE MASON - SETTER**

**Stone Mason - Setter**

(Assisted by Derrickperson and Rigger)

Effective Period: 7/1/2023 - 6/30/2024

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

Wage Rate per Hour: **\$56.15**

Supplemental Benefit Rate per Hour: **\$53.35**

### Overtime

Time and one half the regular rate after a 7 hour day.

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

### Overtime Holidays

Double time the regular rate for work on the following holiday(s).

New Year's Day

Washington's Birthday

Good Friday

Memorial Day

Independence Day

Labor Day

Thanksgiving Day

Christmas Day

### Paid Holidays

1/2 day on Christmas Eve if work is performed in the A.M.

### Shift Rates

For all work outside the regular workday (8:00 A.M. to 3:30 P.M. Monday through Friday), the pay shall be straight time plus a ten percent (10%) differential.

(Bricklayers District Council)

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## TAPER

### Drywall Taper

Effective Period: 7/1/2023 - 6/30/2024

Wage Rate per Hour: **\$48.47**

Supplemental Benefit Rate per Hour: **\$30.01**

### Overtime

Time and one half the regular rate after a 7 hour day.

Time and one half the regular rate for Saturday.

Time and one half the regular rate for Sunday.

### Overtime Holidays

Time and one half the regular rate for work on the following holiday(s).

New Year's Day

Martin Luther King Jr. Day

President's Day

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

Good Friday  
Memorial Day  
Independence Day  
Labor Day  
Columbus Day  
Thanksgiving Day  
Christmas Day

## **Paid Holidays**

Any worker who reports to work on Christmas Eve or New Year's Eve pursuant to his employer's instruction shall be entitled to three (3) hours afternoon pay without working.

(Local #1974)

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## **TELECOMMUNICATION WORKER**

(Install/maintain/repair telecommunications cables carrying data, video, and/or voice except for installation on building construction/alteration/renovation projects.)

### **Telecommunication Worker**

Effective Period: 7/1/2023 - 6/30/2024

Wage Rate per Hour: **\$47.03**

Supplemental Benefit Rate per Hour: **\$23.15**

Supplemental Note: The above rate applies for Manhattan, Bronx, Brooklyn, Queens. \$22.84 for Staten Island only.

### **Overtime**

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Saturday.

Time and one half the regular rate for Sunday.

### **Overtime Holidays**

Time and one half the regular rate for work on the following holiday(s).

New Year's Day  
Lincoln's Birthday  
Washington's Birthday  
Memorial Day  
Independence Day  
Labor Day  
Columbus Day  
Election Day  
Veteran's Day  
Thanksgiving Day  
Christmas Day

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

**Paid Holidays**

- New Year's Day
- Lincoln's Birthday
- Washington's Birthday
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day
- Election Day
- Veteran's Day
- Thanksgiving Day
- Christmas Day

Employees have the option of observing either Martin Luther King's Birthday or the day after Thanksgiving instead of Lincoln's Birthday

**Shift Rates**

For any workday that starts before 8A.M. or ends after 6P.M. there is a 10% differential for the applicable worker's hourly rate.

**Vacation**

- After 6 months.....one week.
- After 12 months but less than 7 years.....two weeks.
- After 7 or more but less than 15 years.....three weeks.
- After 15 years or more but less than 25 years.....four weeks.

(C.W.A.)

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**TILE FINISHER**

**Tile Finisher**

Effective Period: 7/1/2023 - 6/30/2024  
Wage Rate per Hour: **\$48.78**  
Supplemental Benefit Rate per Hour: **\$32.36**

**Overtime**

Time and one half the regular rate after a 7 hour day.  
Time and one half the regular rate for Saturday.  
Double time the regular rate for Sunday.

**Overtime Holidays**

Double time the regular rate for work on the following holiday(s).

- New Year's Day
- President's Day
- Good Friday
- Memorial Day
- Independence Day

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

Labor Day  
Columbus Day  
Veteran's Day  
Thanksgiving Day  
Day after Thanksgiving  
Christmas Day

## **Paid Holidays**

None

## **Shift Rates**

Off shift work day (work performed outside the regular 8:00 A.M. to 3:30 P.M. workday): shift differential of one and one quarter (1¼) times the regular straight time rate of pay for the seven hours of actual off-shift work.

(Local #7)

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## **TILE LAYER - SETTER**

### **Tile Layer - Setter**

Effective Period: 7/1/2023 - 6/30/2024

Wage Rate per Hour: **\$63.46**

Supplemental Benefit Rate per Hour: **\$35.51**

### **Overtime**

Time and one half the regular rate after a 7 hour day.

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

### **Overtime Holidays**

Double time the regular rate for work on the following holiday(s).

New Year's Day

President's Day

Good Friday

Memorial Day

Independence Day

Labor Day

Columbus Day

Veteran's Day

Thanksgiving Day

Day after Thanksgiving

Christmas Day

### **Shift Rates**

Off shift work day (work performed outside the regular 8:00 A.M. to 3:30 P.M. workday): shift differential of one and one quarter (1¼) times the regular straight time rate of pay for the seven hours of actual off-shift work.

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

(Local #7)

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## TIMBERPERSON

### Timberperson

Effective Period: 7/1/2023 - 6/30/2024

Wage Rate per Hour: **\$54.05**

Supplemental Benefit Rate per Hour: **\$54.99**

### Overtime

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

Saturday may be used as a make-up day at straight time when a day is lost during that week to inclement weather.

### Overtime Holidays

Double time the regular rate for work on the following holiday(s).

New Year's Day

President's Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Presidential Election Day

Thanksgiving Day

Christmas Day

### Paid Holidays

None

### Shift Rates

Off shift work commencing between 5:00 P.M. and 11:00 P.M. shall work eight and one half hours allowing for one half hour for lunch. The wage rate shall be 113% of the straight time hourly wage rate. Benefits for off-shift work shall be paid at the straight time rate.

(Local #1556)

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## TUNNEL WORKER



**Blasters, Mucking Machine Operators (Compressed Air Rates)**

Effective Period: 7/1/2023 - 6/30/2024  
Wage Rate per Hour: **\$71.86**  
Supplemental Benefit Rate per Hour: **\$63.35**

**Tunnel Workers (Compressed Air Rates)**

Includes shield driven liner plate portions or solidification portions work (8 hour shift) during excavation phase.

Effective Period: 7/1/2023 - 6/30/2024  
Wage Rate per Hour: **\$69.30**  
Supplemental Benefit Rate per Hour: **\$61.35**

**Top Nipper (Compressed Air Rates)**

Effective Period: 7/1/2023 - 6/30/2024  
Wage Rate per Hour: **\$68.14**  
Supplemental Benefit Rate per Hour: **\$60.14**

**Outside Lock Tender, Outside Gauge Tender, Muck Lock Tender (Compressed Air Rates)**

Effective Period: 7/1/2023 - 6/30/2024  
Wage Rate per Hour: **\$66.78**  
Supplemental Benefit Rate per Hour: **\$59.16**

**Bottom Bell & Top Bell Signal Person: Shaft Person (Compressed Air Rates)**

Effective Period: 7/1/2023 - 6/30/2024  
Wage Rate per Hour: **\$66.78**  
Supplemental Benefit Rate per Hour: **\$59.16**

**Changehouse Attendant: Powder Watchperson (Compressed Air Rates)**

Effective Period: 7/1/2023 - 6/30/2024  
Wage Rate per Hour: **\$58.80**  
Supplemental Benefit Rate per Hour: **\$55.51**

**Blasters (Free Air Rates)**

Effective Period: 7/1/2023 - 6/30/2024  
Wage Rate per Hour: **\$68.55**  
Supplemental Benefit Rate per Hour: **\$60.82**

**Tunnel Workers (Free Air Rates)**

Effective Period: 7/1/2023 - 6/30/2024

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

Wage Rate per Hour: **\$65.58**

Supplemental Benefit Rate per Hour: **\$58.28**

**All Others (Free Air Rates)**

Effective Period: 7/1/2023 - 6/30/2024

Wage Rate per Hour: **\$60.62**

Supplemental Benefit Rate per Hour: **\$53.94**

**Microtunneling (Free Air Rates)**

Effective Period: 7/1/2023 - 6/30/2024

Wage Rate per Hour: **\$52.46**

Supplemental Benefit Rate per Hour: **\$46.62**

**Overtime Description**

For work performed during excavation and primary concrete tunnel lining phases - Double time the regular rate after an 8 hour day and Saturday, Sunday and on the following holiday(s) listed below.

For Repair-Maintenance Work on Existing Equipment and Facilities - Time and one half the regular rate after a 8 hour day, Saturday, Sunday and double time the regular rate for work on the following holiday(s) listed below.

For Small-Bore Micro Tunneling Machines - Time and one-half the regular rate shall be paid for all overtime.

For work not listed above - Time and one half the regular rate after an 8 hour day and Saturday and double time the regular rate on Sunday and on the following holiday(s) listed below.

**Paid Holidays**

New Year's Day

Martin Luther King Jr. Day

President's Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Veteran's Day

Thanksgiving Day

Day after Thanksgiving

Christmas Day

(Local #147)

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**UTILITY LOCATOR**

**(Locate & mark underground utilities for street excavation.)**

**Utility Locator (Year 7 and above)**

Effective Period: 7/1/2023 - 6/30/2024

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

Wage Rate per Hour: **\$31.56**

Supplemental Benefit Rate per Hour: **\$1.43**

**Utility Locator (Year 5 - 6)**

Effective Period: 7/1/2023 - 6/30/2024

Wage Rate per Hour: **\$22.85**

Supplemental Benefit Rate per Hour: **\$1.43**

**Utility Locator (Year 4)**

Effective Period: 7/1/2023 - 6/30/2024

Wage Rate per Hour: **\$21.54**

Supplemental Benefit Rate per Hour: **\$1.43**

**Utility Locator (Year 3)**

Effective Period: 7/1/2023 - 6/30/2024

Wage Rate per Hour: **\$20.30**

Supplemental Benefit Rate per Hour: **\$1.43**

**Utility Locator (Year 2)**

Effective Period: 7/1/2023 - 6/30/2024

Wage Rate per Hour: **\$19.13**

Supplemental Benefit Rate per Hour: **\$1.43**

**Utility Locator (Year 1)**

Effective Period: 7/1/2023 - 6/30/2024

Wage Rate per Hour: **\$18.04**

Supplemental Benefit Rate per Hour: **\$1.43**

**Utility Locator (Up to 1 year)**

Effective Period: 7/1/2023 - 6/30/2024

Wage Rate per Hour: **\$17.00**

Supplemental Benefit Rate per Hour: **\$1.43**

Supplemental Note: No benefits for the first 90 days of employment.

**Overtime**

Time and one half the regular rate for work on the following holiday(s).

Time and one half the regular hourly rate after 40 straight time hours in any work week.

**Paid Holidays**

New Year's Day

Memorial Day

Independence Day

Thanksgiving Day

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
CONSTRUCTION WORKER PREVAILING WAGE SCHEDULE

Christmas Day

**Shift Rates**

10% shift differential to employees working any shift starting between noon and 5 AM.

**Vacation**

For up to 1 year           0 hours  
For year 1 - 2   48 hours per year  
For year 3 - 9   96 hours per year  
For year 10 or more   144 hours per year

**Sick Days:**

For up to 1 year employee receives 40 hours paid sick leave.  
For year 1 employee earns 2 hours of paid sick leave for every 100 overtime hours worked.  
For year 2 - 9 years employee earns 4 hours of paid sick leave for every 100 overtime hours worked.  
For year 10 or more employee earns 6 hours of paid sick leave for every 100 overtime hours worked.

(C.W.A.)

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**WELDER**

**WELDER AND FIREWATCH TO BE PAID AT THE RATE OF THE  
JOURNEYPERSON OR REGISTERED APPRENTICE IN THE TRADE  
PERFORMING THE WORK.**

**OFFICE OF THE COMPTROLLER**

**CITY OF NEW YORK**

**CONSTRUCTION APPRENTICE  
PREVAILING WAGE SCHEDULE**

Pursuant to Labor Law § 220 (3-e), only apprentices who are individually registered in a bona fide program to which the employer contractor is a participant and registered with the New York State Department of Labor, may be paid at the apprentice rates in this schedule. Apprentices who are not so registered must be paid as journey persons in accordance with the trade classification of the work they actually performed.

Apprentice ratios are established to ensure the proper safety, training and supervision of apprentices. A ratio establishes the number of journey workers required for each apprentice in a program and on a job site. Ratios are interpreted as follows: in the case of a 1:1, 1:4 ratio, there must be one journey worker for the first apprentice, and four additional journey workers for each subsequent apprentice.

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
CONSTRUCTION APPRENTICE PREVAILING WAGE SCHEDULE

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## **BOILERMAKER**

(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 3)

### **Boilermaker (First Year)**

Effective Period: 7/1/2023 - 6/30/2024  
Wage Rate Per Hour: 65% of Journeyman's rate  
Supplemental Benefit Rate Per Hour: \$34.37

### **Boilermaker (Second Year: 1st Six Months)**

Effective Period: 7/1/2023 - 6/30/2024  
Wage Rate Per Hour: 70% of Journeyman's rate  
Supplemental Benefit Rate Per Hour: \$36.39

### **Boilermaker (Second Year: 2nd Six Months)**

Effective Period: 7/1/2023 - 6/30/2024  
Wage Rate Per Hour: 75% of Journeyman's rate  
Supplemental Benefit Rate Per Hour: \$38.41

### **Boilermaker (Third Year: 1st Six Months)**

Effective Period: 7/1/2023 - 6/30/2024  
Wage Rate Per Hour: 80% of Journeyman's rate  
Supplemental Benefit Rate Per Hour: \$40.40

### **Boilermaker (Third Year: 2nd Six Months)**

Effective Period: 7/1/2023 - 6/30/2024  
Wage Rate Per Hour: 85% of Journeyman's rate  
Supplemental Benefit Rate Per Hour: \$42.43

### **Boilermaker (Fourth Year: 1st Six Months)**

Effective Period: 7/1/2023 - 6/30/2024  
Wage Rate Per Hour: 90% of Journeyman's rate  
Supplemental Benefit Rate Per Hour: \$44.44

### **Boilermaker (Fourth Year: 2nd Six Months)**

Effective Period: 7/1/2023 - 6/30/2024  
Wage Rate Per Hour: 95% of Journeyman's rate  
Supplemental Benefit Rate Per Hour: \$46.46

(Local #5)

## **BRICKLAYER**

**(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 4)**

### **Bricklayer (First 750 Hours)**

Effective Period: 7/1/2023 - 6/30/2024  
Wage Rate Per Hour: 50% of Journeyman's rate  
Supplemental Benefit Rate Per Hour: \$22.60

### **Bricklayer (Second 750 Hours)**

Effective Period: 7/1/2023 - 6/30/2024  
Wage Rate Per Hour: 60% of Journeyman's rate  
Supplemental Benefit Rate Per Hour: \$22.60

### **Bricklayer (Third 750 Hours)**

Effective Period: 7/1/2023 - 6/30/2024  
Wage Rate Per Hour: 70% of Journeyman's rate  
Supplemental Benefit Rate Per Hour: \$22.60

### **Bricklayer (Fourth 750 Hours)**

Effective Period: 7/1/2023 - 6/30/2024  
Wage Rate Per Hour: 80% of Journeyman's rate  
Supplemental Benefit Rate Per Hour: \$22.60

### **Bricklayer (Fifth 750 Hours)**

Effective Period: 7/1/2023 - 6/30/2024  
Wage Rate Per Hour: 90% of Journeyman's rate  
Supplemental Benefit Rate Per Hour: \$22.60

### **Bricklayer (Sixth 750 Hours)**

Effective Period: 7/1/2023 - 6/30/2024  
Wage Rate Per Hour: 95% of Journeyman's rate  
Supplemental Benefit Rate Per Hour: \$22.60

(Bricklayer District Council)

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## **CARPENTER**

**(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 4)**

### **Carpenter (First Year)**

Effective Period: 7/1/2023 - 6/30/2024

Wage Rate Per Hour For Building Apprentice: \$20.20

Supplemental Benefit Rate Per Hour For Building Apprentice: \$17.25

Wage Rate Per Hour For Heavy Apprentice: \$25.60

Supplemental Benefit Rate Per Hour For Heavy Apprentice: \$37.31

### **Carpenter (Second Year)**

Effective Period: 7/1/2023 - 6/30/2024

Wage Rate Per Hour For Building Apprentice: \$23.20

Supplemental Benefit Rate Per Hour For Building Apprentice: \$18.75

Wage Rate Per Hour For Heavy Apprentice: \$31.20

Supplemental Benefit Rate Per Hour For Heavy Apprentice: \$37.31

### **Carpenter (Third Year)**

Effective Period: 7/1/2023 - 6/30/2024

Wage Rate Per Hour For Building Apprentice: \$27.45

Supplemental Benefit Rate Per Hour For Building Apprentice: \$22.35

Wage Rate Per Hour For Heavy Apprentice: \$39.58

Supplemental Benefit Rate Per Hour For Heavy Apprentice: \$37.31

### **Carpenter (Fourth Year)**

Effective Period: 7/1/2023 - 6/30/2024

Wage Rate Per Hour For Building Apprentice: \$35.33

Supplemental Benefit Rate Per Hour For Building Apprentice: \$24.35

Wage Rate Per Hour For Heavy Apprentice: \$47.97

Supplemental Benefit Rate Per Hour For Heavy Apprentice: \$37.31

(Carpenters District Council)

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## **CARPENTER - HIGH RISE CONCRETE FORMS**

**(Ratio of Apprentice to Journeyman: 1 to 1, 2 to 5)**

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
CONSTRUCTION APPRENTICE PREVAILING WAGE SCHEDULE

**Carpenter - High Rise (First Year)**

Effective Period: 7/1/2023 - 6/30/2024  
Wage Rate per Hour: **\$18.27**  
Supplemental Benefit Rate per Hour: **\$17.55**

**Carpenter - High Rise (Second Year)**

Effective Period: 7/1/2023 - 6/30/2024  
Wage Rate per Hour: **\$24.70**  
Supplemental Benefit Rate per Hour: **\$17.68**

**Carpenter - High Rise (Third Year)**

Effective Period: 7/1/2023 - 6/30/2024  
Wage Rate per Hour: **\$31.28**  
Supplemental Benefit Rate per Hour: **\$17.81**

**Carpenter - High Rise (Fourth Year)**

Effective Period: 7/1/2023 - 6/30/2024  
Wage Rate per Hour: **\$38.90**  
Supplemental Benefit Rate per Hour: **\$17.96**

(Carpenters District Council)

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**CEMENT AND CONCRETE WORKER**  
**(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 3)**

**Cement & Concrete Worker (First 1333 hours)**

Effective Period: 7/1/2023 - 6/30/2024  
Wage Rate Per Hour: 53% of Journeyman's rate  
Supplemental Benefit Rate Per Hour: **\$14.79**

**Cement & Concrete Worker (Second 1333 hours)**

Effective Period: 7/1/2023 - 6/30/2024  
Wage Rate Per Hour: 69% of Journeyman's rate  
Supplemental Benefit Rate Per Hour: **\$19.72**

**Cement & Concrete Worker (Last 1334 hours)**

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
CONSTRUCTION APPRENTICE PREVAILING WAGE SCHEDULE

Effective Period: 7/1/2023 - 6/30/2024  
Wage Rate Per Hour: 85% of Journeyman's rate  
Supplemental Benefit Rate Per Hour: \$21.30

(Cement Concrete Workers District Council)

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**CEMENT MASON**  
(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 4)

**Cement Mason (First Year)**

Effective Period: 7/1/2023 - 6/30/2024  
Wage Rate per Hour: \$19.92  
Supplemental Benefit Rate per Hour: \$15.61

**Cement Mason (Second Year)**

Effective Period: 7/1/2023 - 6/30/2024  
Wage Rate per Hour: \$24.82  
Supplemental Benefit Rate per Hour: \$15.91

**Cement Mason (Third Year)**

Effective Period: 7/1/2023 - 6/30/2024  
Wage Rate per Hour: \$30.22  
Supplemental Benefit Rate per Hour: \$16.02

(Local #780)

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**DERRICKPERSON & RIGGER (STONE)**  
(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 4)

**Derrickperson & Rigger (stone) - First Year**

Effective Period: 7/1/2023 - 6/30/2024  
Wage Rate Per Hour: 50% of Journeyman's rate  
Supplemental Benefit Rate Per Hour: 50% of Journeyman's rate

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
CONSTRUCTION APPRENTICE PREVAILING WAGE SCHEDULE

**Derrickperson & Rigger (stone) - Second Year: 1st Six Months**

Effective Period: 7/1/2023 - 6/30/2024  
Wage Rate Per Hour: 70% of Journeyperson's rate  
Supplemental Benefit Rate Per Hour: 75% of Journeyperson's rate

**Derrickperson & Rigger (stone) - Second Year: 2nd Six Months**

Effective Period: 7/1/2023 - 6/30/2024  
Wage Rate Per Hour: 80% of Journeyperson's rate  
Supplemental Benefit Rate Per Hour: 75% of Journeyperson's rate

**Derrickperson & Rigger (stone) - Third Year**

Effective Period: 7/1/2023 - 6/30/2024  
Wage Rate Per Hour: 90% of Journeyperson's rate  
Supplemental Benefit Rate Per Hour: 75% of Journeyperson's rate

(Local #197)

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**DOCKBUILDER/PILE DRIVER**  
**(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 6)**

**Dockbuilder/Pile Driver (First Year)**

Effective Period: 7/1/2023 - 6/30/2024  
Wage Rate Per Hour: \$25.60  
Supplemental Benefit Rate Per Hour: \$37.31

**Dockbuilder/Pile Driver (Second Year)**

Effective Period: 7/1/2023 - 6/30/2024  
Wage Rate Per Hour: \$31.20  
Supplemental Benefit Rate Per Hour: \$37.31

**Dockbuilder/Pile Driver (Third Year)**

Effective Period: 7/1/2023 - 6/30/2024  
Wage Rate Per Hour: \$39.58  
Supplemental Benefit Rate Per Hour: \$37.31

**Dockbuilder/Pile Driver (Fourth Year)**

Effective Period: 7/1/2023 - 6/30/2024  
Wage Rate Per Hour: \$47.97

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
CONSTRUCTION APPRENTICE PREVAILING WAGE SCHEDULE

Supplemental Benefit Rate Per Hour: \$37.31

(Carpenters District Council)

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## **ELECTRICIAN**

(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 3)

### **Electrician (First Term: 0-6 Months)**

Effective Period: 7/1/2023 - 4/12/2024

Wage Rate per Hour: **\$18.00**

Supplemental Benefit Rate per Hour: **\$16.43**

Overtime Supplemental Rate Per Hour: **\$17.63**

Effective Period: 4/13/2024 - 6/30/2024

Wage Rate per Hour: **\$18.00**

Supplemental Benefit Rate per Hour: **\$17.18**

Overtime Supplemental Rate Per Hour: **\$18.38**

### **Electrician (First Term: 7-12 Months)**

Effective Period: 7/1/2023 - 4/12/2024

Wage Rate per Hour: **\$18.50**

Supplemental Benefit Rate per Hour: **\$16.69**

Overtime Supplemental Rate Per Hour: **\$17.92**

Effective Period: 4/13/2024 - 6/30/2024

Wage Rate per Hour: **\$18.50**

Supplemental Benefit Rate per Hour: **\$17.44**

Overtime Supplemental Rate Per Hour: **\$18.67**

### **Electrician (Second Term: 0-6 Months)**

Effective Period: 7/1/2023 - 4/12/2024

Wage Rate per Hour: **\$19.50**

Supplemental Benefit Rate per Hour: **\$17.22**

Overtime Supplemental Rate Per Hour: **\$18.51**

Effective Period: 4/13/2024 - 6/30/2024

Wage Rate per Hour: **\$19.50**

Supplemental Benefit Rate per Hour: **\$17.97**

Overtime Supplemental Rate Per Hour: **\$19.26**

### **Electrician (Second Term: 7-12 Months)**

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
CONSTRUCTION APPRENTICE PREVAILING WAGE SCHEDULE

Effective Period: 7/1/2023 - 4/12/2024

Wage Rate per Hour: **\$20.50**

Supplemental Benefit Rate per Hour: **\$17.74**

Overtime Supplemental Rate Per Hour: **\$19.10**

Effective Period: 4/13/2024 - 6/30/2024

Wage Rate per Hour: **\$20.50**

Supplemental Benefit Rate per Hour: **\$18.49**

Overtime Supplemental Rate Per Hour: **\$19.85**

**Electrician (Third Term: 0-6 Months)**

Effective Period: 7/1/2023 - 4/12/2024

Wage Rate per Hour: **\$21.50**

Supplemental Benefit Rate per Hour: **\$18.27**

Overtime Supplemental Rate Per Hour: **\$19.69**

Effective Period: 4/13/2024 - 6/30/2024

Wage Rate per Hour: **\$21.50**

Supplemental Benefit Rate per Hour: **\$19.02**

Overtime Supplemental Rate Per Hour: **\$20.44**

**Electrician (Third Term: 7-12 Months)**

Effective Period: 7/1/2023 - 4/12/2024

Wage Rate per Hour: **\$22.50**

Supplemental Benefit Rate per Hour: **\$18.79**

Overtime Supplemental Rate Per Hour: **\$20.28**

Effective Period: 4/13/2024 - 6/30/2024

Wage Rate per Hour: **\$22.50**

Supplemental Benefit Rate per Hour: **\$19.54**

Overtime Supplemental Rate Per Hour: **\$21.03**

**Electrician (Fourth Term: 0-6 Months)**

Effective Period: 7/1/2023 - 4/12/2024

Wage Rate per Hour: **\$23.50**

Supplemental Benefit Rate per Hour: **\$19.31**

Overtime Supplemental Rate Per Hour: **\$20.87**

Effective Period: 4/13/2024 - 6/30/2024

Wage Rate per Hour: **\$23.50**

Supplemental Benefit Rate per Hour: **\$20.06**

Overtime Supplemental Rate Per Hour: **\$21.62**

**Electrician (Fourth Term: 7-12 Months)**

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
CONSTRUCTION APPRENTICE PREVAILING WAGE SCHEDULE

Effective Period: 7/1/2023 - 4/12/2024

Wage Rate per Hour: **\$25.50**

Supplemental Benefit Rate per Hour: **\$20.36**

Overtime Supplemental Rate Per Hour: **\$22.05**

Effective Period: 4/13/2024 - 6/30/2024

Wage Rate per Hour: **\$25.50**

Supplemental Benefit Rate per Hour: **\$21.11**

Overtime Supplemental Rate Per Hour: **\$22.80**

**Electrician (Fifth Term: 0-12 Months)**

Effective Period: 7/1/2023 - 4/12/2024

Wage Rate per Hour: **\$26.75**

Supplemental Benefit Rate per Hour: **\$24.13**

Overtime Supplemental Rate Per Hour: **\$25.82**

Effective Period: 4/13/2024 - 6/30/2024

Wage Rate per Hour: **\$27.50**

Supplemental Benefit Rate per Hour: **\$24.79**

Overtime Supplemental Rate Per Hour: **\$26.52**

**Electrician (Fifth Term: 13-18 Months)**

Effective Period: 7/1/2023 - 4/12/2024

Wage Rate per Hour: **\$31.25**

Supplemental Benefit Rate per Hour: **\$26.55**

Overtime Supplemental Rate Per Hour: **\$28.53**

Effective Period: 4/13/2024 - 6/30/2024

Wage Rate per Hour: **\$32.00**

Supplemental Benefit Rate per Hour: **\$27.20**

Overtime Supplemental Rate Per Hour: **\$29.23**

**Overtime Description**

Overtime Wage paid at time and one half the regular rate

(Local #3)

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**ELEVATOR CONSTRUCTOR**

**(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 2)**

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
CONSTRUCTION APPRENTICE PREVAILING WAGE SCHEDULE

**Elevator (Constructor) - First Year**

Effective Period: 7/1/2023 - 6/30/2024  
Wage Rate Per Hour: 50% of Journeyperson's rate  
Supplemental Rate Per Hour: \$34.18

**Elevator (Constructor) - Second Year**

Effective Period: 7/1/2023 - 6/30/2024  
Wage Rate Per Hour: 55% of Journeyperson's rate  
Supplemental Rate Per Hour: \$34.79

**Elevator (Constructor) - Third Year**

Effective Period: 7/1/2023 - 6/30/2024  
Wage Rate Per Hour: 65% of Journeyperson's rate  
Supplemental Rate Per Hour: \$36.01

**Elevator (Constructor) - Fourth Year**

Effective Period: 7/1/2023 - 6/30/2024  
Wage Rate Per Hour: 75% of Journeyperson's rate  
Supplemental Rate Per Hour: \$37.23

(Local #1)

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**ELEVATOR REPAIR & MAINTENANCE**  
(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 2)

**Elevator Service/Modernization Mechanic (First Year)**

Effective Period: 7/1/2023 - 6/30/2024  
Wage Rate Per Hour: 50% of Journeyperson's rate  
Supplemental Benefit Per Hour: \$34.59

**Elevator Service/Modernization Mechanic (Second Year)**

Effective Period: 7/1/2023 - 6/30/2024  
Wage Rate Per Hour: 55% of Journeyperson's rate  
Supplemental Benefit Per Hour: \$35.18

**Elevator Service/Modernization Mechanic (Third Year)**

Effective Period: 7/1/2023 - 6/30/2024



OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
CONSTRUCTION APPRENTICE PREVAILING WAGE SCHEDULE

Wage Rate Per Hour: 65% of Journeyperson's rate  
Supplemental Benefit Per Hour: \$36.37

**Elevator Service/Modernization Mechanic (Fourth Year)**

Effective Period: 7/1/2023 - 6/30/2024  
Wage Rate Per Hour: 75% of Journeyperson's rate  
Supplemental Benefit Per Hour: \$37.55

(Local #1)

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**ENGINEER**  
(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 5)

**Engineer - First Year**

Effective Period: 7/1/2023 - 6/30/2024  
Wage Rate per Hour: \$27.47  
Supplemental Benefit Rate per Hour: \$32.38

**Engineer - Second Year**

Effective Period: 7/1/2023 - 6/30/2024  
Wage Rate per Hour: \$34.34  
Supplemental Benefit Rate per Hour: \$32.38

**Engineer - Third Year**

Effective Period: 7/1/2023 - 6/30/2024  
Wage Rate per Hour: \$37.77  
Supplemental Benefit Rate per Hour: \$32.38

**Engineer - Fourth Year**

Effective Period: 7/1/2023 - 6/30/2024  
Wage Rate per Hour: \$41.21  
Supplemental Benefit Rate per Hour: \$32.38

(Local #15)

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## **ENGINEER - OPERATING**

(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 5)

### **Operating Engineer - First Year**

Effective Period: 7/1/2023 - 6/30/2024

Wage Rate Per Hour: 40% of Operating Engineer - Road & Heavy Construction V's Rate

Supplemental Benefit Per Hour: \$25.55

### **Operating Engineer - Second Year**

Effective Period: 7/1/2023 - 6/30/2024

Wage Rate Per Hour: 50% of Operating Engineer - Road & Heavy Construction V's Rate

Supplemental Benefit Per Hour: \$25.55

### **Operating Engineer - Third Year**

Effective Period: 7/1/2023 - 6/30/2024

Wage Rate Per Hour: 60% of Operating Engineer - Road & Heavy Construction V's Rate

Supplemental Benefit Per Hour: \$25.55

(Local #14)

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## **FLOOR COVERER**

(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 4)

### **Floor Coverer (First Year)**

Effective Period: 7/1/2023 - 6/30/2024

Wage Rate per Hour: \$25.20

Supplemental Benefit Rate per Hour: \$17.25

### **Floor Coverer (Second Year)**

Effective Period: 7/1/2023 - 6/30/2024

Wage Rate per Hour: \$28.20

Supplemental Benefit Rate per Hour: \$18.75

### **Floor Coverer (Third Year)**

Effective Period: 7/1/2023 - 6/30/2024

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
CONSTRUCTION APPRENTICE PREVAILING WAGE SCHEDULE

Wage Rate per Hour: **\$32.45**

Supplemental Benefit Rate per Hour: **\$22.35**

**Floor Coverer (Fourth Year)**

Effective Period: 7/1/2023 - 6/30/2024

Wage Rate per Hour: **\$40.33**

Supplemental Benefit Rate per Hour: **\$24.35**

(Carpenters District Council)

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**GLAZIER**

(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 3)

**Glazier (First Year)**

Effective Period: 7/1/2023 - 6/30/2024

Wage and Supplemental Rate Per Hour: 40% of Journeyman's rate

**Glazier (Second Year)**

Effective Period: 7/1/2023 - 6/30/2024

Wage and Supplemental Rate Per Hour: 50% of Journeyman's rate

**Glazier (Third Year)**

Effective Period: 7/1/2023 - 6/30/2024

Wage and Supplemental Rate Per Hour: 60% of Journeyman's rate

**Glazier (Fourth Year)**

Effective Period: 7/1/2023 - 6/30/2024

Wage and Supplemental Rate Per Hour: 80% of Journeyman's rate

(Local #1281)

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**HAZARDOUS MATERIAL HANDLER**

(Ratio of Apprentice Journeyman: 1 to 1, 1 to 3)

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
CONSTRUCTION APPRENTICE PREVAILING WAGE SCHEDULE

**Handler (First 1000 Hours)**

Effective Period: 7/1/2023 - 6/30/2024

Wage Rate per Hour: **\$20.00**

Supplemental Benefit Rate per Hour: **\$14.75**

**Handler (Second 1000 Hours)**

Effective Period: 7/1/2023 - 6/30/2024

Wage Rate per Hour: **\$21.00**

Supplemental Benefit Rate per Hour: **\$14.75**

**Handler (Third 1000 Hours)**

Effective Period: 7/1/2023 - 6/30/2024

Wage Rate per Hour: **\$24.00**

Supplemental Benefit Rate per Hour: **\$14.75**

**Handler (Fourth 1000 Hours)**

Effective Period: 7/1/2023 - 6/30/2024

Wage Rate per Hour: **\$26.00**

Supplemental Benefit Rate per Hour: **\$14.75**

(Local #78)

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**HEAT & FROST INSULATOR**

**(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 3)**

**Heat & Frost Insulator (First Year)**

Effective Period: 7/1/2023 - 6/30/2024

Wage and Supplemental Rate Per Hour: 40% of Journeyman's rate

**Heat & Frost Insulator (Second Year)**

Effective Period: 7/1/2023 - 6/30/2024

Wage and Supplemental Rate Per Hour: 50% of Journeyman's rate

**Heat & Frost Insulator (Third Year)**

Effective Period: 7/1/2023 - 6/30/2024

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
CONSTRUCTION APPRENTICE PREVAILING WAGE SCHEDULE

Wage and Supplemental Rate Per Hour: 60% of Journeyperson's rate

**Heat & Frost Insulator (Fourth Year)**

Effective Period: 7/1/2023 - 6/30/2024

Wage and Supplemental Rate Per Hour: 70% of Journeyperson's rate

(Local #12)

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**HOUSE WRECKER  
(TOTAL DEMOLITION)  
(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 3)**

**House Wrecker - First Year**

Effective Period: 7/1/2023 - 6/30/2024

Wage Rate per Hour: **\$21.30**

Supplemental Benefit Rate per Hour: **\$10.97**

**House Wrecker - Second Year**

Effective Period: 7/1/2023 - 6/30/2024

Wage Rate per Hour: **\$23.05**

Supplemental Benefit Rate per Hour: **\$10.97**

**House Wrecker - Third Year**

Effective Period: 7/1/2023 - 6/30/2024

Wage Rate per Hour: **\$24.55**

Supplemental Benefit Rate per Hour: **\$10.97**

**House Wrecker - Fourth Year**

Effective Period: 7/1/2023 - 6/30/2024

Wage Rate per Hour: **\$27.05**

Supplemental Benefit Rate per Hour: **\$10.97**

(Mason Tenders District Council)

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## **IRON WORKER - ORNAMENTAL**

(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 4)

### **Iron Worker (Ornamental) - First Year**

Effective Period: 7/1/2023 - 6/30/2024

Wage Rate per Hour: **\$25.98**

Supplemental Benefit Rate per Hour: **\$16.00**

### **Iron Worker (Ornamental) - Second Year**

Effective Period: 7/1/2023 - 6/30/2024

Wage Rate per Hour: **\$28.45**

Supplemental Benefit Rate per Hour: **\$18.00**

### **Iron Worker (Ornamental) - Third Year**

Effective Period: 7/1/2023 - 6/30/2024

Wage Rate per Hour: **\$30.80**

Supplemental Benefit Rate per Hour: **\$19.00**

### **Iron Worker (Ornamental) - Fourth Year**

Effective Period: 7/1/2023 - 6/30/2024

Wage Rate per Hour: **\$34.39**

Supplemental Benefit Rate per Hour: **\$21.00**

(Local #580)

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## **IRON WORKER - STRUCTURAL**

(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 6)

### **Iron Worker (Structural) - 1st Six Months**

Effective Period: 7/1/2023 - 6/30/2024

Wage Rate per Hour: **\$29.73**

Supplemental Benefit Rate per Hour: **\$60.12**

### **Iron Worker (Structural) - 7- 18 Months**

Effective Period: 7/1/2023 - 6/30/2024

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
CONSTRUCTION APPRENTICE PREVAILING WAGE SCHEDULE

Wage Rate per Hour: **\$30.33**

Supplemental Benefit Rate per Hour: **\$60.12**

**Iron Worker (Structural) - 19 - 36 months**

Effective Period: 7/1/2023 - 6/30/2024

Wage Rate per Hour: **\$30.94**

Supplemental Benefit Rate per Hour: **\$60.12**

(Local #40 and #361)

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**LABORER (FOUNDATION, CONCRETE, EXCAVATING, STREET PIPE  
LAYER & COMMON)**

(Ratio Apprentice to Journeyman: 1 to 1, 1 to 3)

**Laborer (Foundation, Concrete, Excavating, Street Pipe Layer & Common) - First  
1000 hours**

Effective Period: 7/1/2023 - 6/30/2024

Wage Rate Per Hour: 50% of Journeyman's rate

Supplemental Rate Per Hour: \$50.43

**Laborer (Foundation, Concrete, Excavating, Street Pipe Layer & Common) -  
Second 1000 hours**

Effective Period: 7/1/2023 - 6/30/2024

Wage Rate Per Hour: 60% of Journeyman's rate

Supplemental Rate Per Hour: \$50.43

**Laborer (Foundation, Concrete, Excavating, Street Pipe Layer & Common) -  
Third 1000 hours**

Effective Period: 7/1/2023 - 6/30/2024

Wage Rate Per Hour: 75% of Journeyman's rate

Supplemental Rate Per Hour: \$50.43

**Laborer (Foundation, Concrete, Excavating, Street Pipe Layer & Common) -  
Fourth 1000 hours**

Effective Period: 7/1/2023 - 6/30/2024

Wage Rate Per Hour: 90% of Journeyman's rate

Supplemental Rate Per Hour: \$50.43

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
CONSTRUCTION APPRENTICE PREVAILING WAGE SCHEDULE

(Local #731)

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## **MARBLE MECHANICS**

(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 4)

### **Cutters & Setters - First 750 Hours**

Effective Period: 7/1/2023 - 6/30/2024

Wage and Supplemental Rate Per Hour: 40% of Journeyman's rate

NO BENEFITS PAID DURING THE FIRST TWO MONTHS (PROBATIONARY PERIOD)

### **Cutters & Setters - Second 750 Hours**

Effective Period: 7/1/2023 - 6/30/2024

Wage and Supplemental Rate Per Hour: 45% of Journeyman's rate

### **Cutters & Setters - Third 750 Hours**

Effective Period: 7/1/2023 - 6/30/2024

Wage and Supplemental Rate Per Hour: 50% of Journeyman's rate

### **Cutters & Setters - Fourth 750 Hours**

Effective Period: 7/1/2023 - 6/30/2024

Wage and Supplemental Rate Per Hour: 55% of Journeyman's rate

### **Cutters & Setters - Fifth 750 Hours**

Effective Period: 7/1/2023 - 6/30/2024

Wage and Supplemental Rate Per Hour: 60% of Journeyman's rate

### **Cutters & Setters - Sixth 750 Hours**

Effective Period: 7/1/2023 - 6/30/2024

Wage and Supplemental Rate Per Hour: 65% of Journeyman's rate

### **Cutters & Setters - Seventh 750 Hours**

Effective Period: 7/1/2023 - 6/30/2024

Wage and Supplemental Rate Per Hour: 70% of Journeyman's rate

### **Cutters & Setters - Eighth 750 Hours**



OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
CONSTRUCTION APPRENTICE PREVAILING WAGE SCHEDULE

Effective Period: 7/1/2023 - 6/30/2024

Wage and Supplemental Rate Per Hour: 75% of Journeyperson's rate

**Cutters & Setters - Ninth 750 Hours**

Effective Period: 7/1/2023 - 6/30/2024

Wage and Supplemental Rate Per Hour: 85% of Journeyperson's rate

**Cutters & Setters - Tenth 750 Hours**

Effective Period: 7/1/2023 - 6/30/2024

Wage and Supplemental Rate Per Hour: 95% of Journeyperson's rate

**Polishers & Finishers - First 900 Hours**

Effective Period: 7/1/2023 - 6/30/2024

Wage and Supplemental Rate Per Hour: 70% of Journeyperson's rate

NO BENEFITS PAID DURING THE FIRST TWO MONTHS (PROBATIONARY PERIOD)

**Polishers & Finishers - Second 900 Hours**

Effective Period: 7/1/2023 - 6/30/2024

Wage and Supplemental Rate Per Hour: 80% of Journeyperson's rate

**Polishers & Finishers - Third 900 Hours**

Effective Period: 7/1/2023 - 6/30/2024

Wage and Supplemental Rate Per Hour: 90% of Journeyperson's rate

(Local #7)

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**MASON TENDER**

(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 3)

**Mason Tender - First Year**

Effective Period: 7/1/2023 - 6/30/2024

Wage Rate per Hour: **\$21.80**

Supplemental Benefit Rate per Hour: **\$10.47**

**Mason Tender - Second Year**

Effective Period: 7/1/2023 - 6/30/2024

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
CONSTRUCTION APPRENTICE PREVAILING WAGE SCHEDULE

Wage Rate per Hour: **\$23.55**

Supplemental Benefit Rate per Hour: **\$10.47**

**Mason Tender - Third Year**

Effective Period: 7/1/2023 - 6/30/2024

Wage Rate per Hour: **\$25.05**

Supplemental Benefit Rate per Hour: **\$10.47**

**Mason Tender - Fourth Year**

Effective Period: 7/1/2023 - 6/30/2024

Wage Rate per Hour: **\$27.55**

Supplemental Benefit Rate per Hour: **\$10.47**

(Local #79)

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**MASON TENDER (INTERIOR DEMOLITION WORKER)**  
**(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 3)**

**Mason Tender (Interior Demolition) - First Year**

Effective Period: 7/1/2023 - 6/30/2024

Wage Rate per Hour: **\$20.70**

Supplemental Benefit Rate per Hour: **\$10.82**

**Mason Tender (Interior Demolition) - Second Year**

Effective Period: 7/1/2023 - 6/30/2024

Wage Rate per Hour: **\$22.65**

Supplemental Benefit Rate per Hour: **\$10.82**

**Mason Tender (Interior Demolition) - Third Year**

Effective Period: 7/1/2023 - 6/30/2024

Wage Rate per Hour: **\$24.15**

Supplemental Benefit Rate per Hour: **\$10.82**

**Mason Tender (Interior Demolition) - Fourth Year**

Effective Period: 7/1/2023 - 6/30/2024

Wage Rate per Hour: **\$26.65**

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
CONSTRUCTION APPRENTICE PREVAILING WAGE SCHEDULE

Supplemental Benefit Rate per Hour: **\$10.82**

(Local #79)

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## **METALLIC LATHER**

(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 3)

### **Metallic Lather (First Year)**

Effective Period: 7/1/2023 - 6/30/2024

Wage Rate per Hour: **\$22.55**

Supplemental Benefit Rate per Hour: **\$17.87**

### **Metallic Lather (Second Year)**

Effective Period: 7/1/2023 - 6/30/2024

Wage Rate per Hour: **\$23.60**

Supplemental Benefit Rate per Hour: **\$16.87**

### **Metallic Lather (Third Year)**

Effective Period: 7/1/2023 - 6/30/2024

Wage Rate per Hour: **\$24.60**

Supplemental Benefit Rate per Hour: **\$15.92**

### **Metallic Lather (Fourth Year)**

Effective Period: 7/1/2023 - 6/30/2024

Wage Rate per Hour: **\$37.18**

Supplemental Benefit Rate per Hour: **\$21.82**

(Local #46)

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## **MILLWRIGHT**

(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 4)

### **Millwright (First Year)**

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
CONSTRUCTION APPRENTICE PREVAILING WAGE SCHEDULE

Effective Period: 7/1/2023 - 6/30/2024  
Wage Rate per Hour: **\$31.74**  
Supplemental Benefit Rate per Hour: **\$36.74**

**Millwright (Second Year)**

Effective Period: 7/1/2023 - 6/30/2024  
Wage Rate per Hour: **\$37.19**  
Supplemental Benefit Rate per Hour: **\$40.44**

**Millwright (Third Year)**

Effective Period: 7/1/2023 - 6/30/2024  
Wage Rate per Hour: **\$42.64**  
Supplemental Benefit Rate per Hour: **\$44.79**

**Millwright (Fourth Year)**

Effective Period: 7/1/2023 - 6/30/2024  
Wage Rate per Hour: **\$53.54**  
Supplemental Benefit Rate per Hour: **\$51.55**

(Local #740)

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**PAINTER**

(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 3)

**Painter - Brush & Roller - First Year**

Effective Period: 7/1/2023 - 6/30/2024  
Wage Rate per Hour: **\$17.20**  
Supplemental Benefit Rate per Hour: **\$18.26**

**Painter - Brush & Roller - Second Year**

Effective Period: 7/1/2023 - 6/30/2024  
Wage Rate per Hour: **\$21.50**  
Supplemental Benefit Rate per Hour: **\$23.46**

**Painter - Brush & Roller - Third Year**

Effective Period: 7/1/2023 - 6/30/2024

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
CONSTRUCTION APPRENTICE PREVAILING WAGE SCHEDULE

Wage Rate per Hour: **\$25.80**

Supplemental Benefit Rate per Hour: **\$27.72**

**Painter - Brush & Roller - Fourth Year**

Effective Period: 7/1/2023 - 6/30/2024

Wage Rate per Hour: **\$34.40**

Supplemental Benefit Rate per Hour: **\$35.83**

(District Council of Painters)

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**PAINTER - METAL POLISHER**

(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 3)

**Metal Polisher (First Year)**

Effective Period: 7/1/2023 - 6/30/2024

Wage Rate per Hour: **\$16.00**

Supplemental Benefit Rate per Hour: **\$7.96**

New Construction - Wage Rate Per Hour: **\$16.39**

Scaffold Over 34 Feet - Wage Rate Per Hour: **\$18.50**

**Metal Polisher (Second Year)**

Effective Period: 7/1/2023 - 6/30/2024

Wage Rate per Hour: **\$17.00**

Supplemental Benefit Rate per Hour: **\$7.96**

New Construction - Wage Rate Per Hour: **\$17.44**

Scaffold Over 34 Feet - Wage Rate Per Hour: **\$19.50**

**Metal Polisher (Third Year)**

Effective Period: 7/1/2023 - 6/30/2024

Wage Rate per Hour: **\$18.00**

Supplemental Benefit Rate per Hour: **\$7.96**

New Construction - Wage Rate Per Hour: **\$18.54**

Scaffold Over 34 Feet - Wage Rate Per Hour: **\$20.50**

(Local 8A-28)

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## **PAINTER - STRUCTURAL STEEL**

(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 3)

### **Painters - Structural Steel (First Year)**

Effective Period: 7/1/2023 - 6/30/2024

Wage and Supplemental Rate Per Hour: 40% of Journeyman's rate

### **Painters - Structural Steel (Second Year)**

Effective Period: 7/1/2023 - 6/30/2024

Wage and Supplemental Rate Per Hour: 60% of Journeyman's rate

### **Painters - Structural Steel (Third Year)**

Effective Period: 7/1/2023 - 6/30/2024

Wage and Supplemental Rate Per Hour: 80% of Journeyman's rate

(Local #806)

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## **PAVER AND ROADBUILDER**

(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 3)

### **Paver and Roadbuilder - First Year (Minimum 1000 hours)**

Effective Period: 7/1/2023 - 6/30/2024

Wage Rate per Hour: **\$30.86**

Supplemental Benefit Rate per Hour: **\$25.54**

### **Paver and Roadbuilder - Second Year (Minimum 1000 hours)**

Effective Period: 7/1/2023 - 6/30/2024

Wage Rate per Hour: **\$32.50**

Supplemental Benefit Rate per Hour: **\$25.54**

(Local #1010)

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**PAVER AND ROADBUILDER - LINE STRIPING (ROADWAY)**  
(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 3)

**Paver and Roadbuilder - Line Striping (Roadway) - First Year (Minimum 1000 hours)**

Effective Period: 7/1/2023 - 6/30/2024

Wage Rate per Hour: **\$30.86**

Supplemental Benefit Rate per Hour: **\$17.27**

**Paver and Roadbuilder - Line Striping (Roadway) - Second Year (Minimum 1000 hours)**

Effective Period: 7/1/2023 - 6/30/2024

Wage Rate per Hour: **\$32.50**

Supplemental Benefit Rate per Hour: **\$17.27**

(Local #1010)

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**PLASTERER**

(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 3)  
(Each Term is 800 Hours.)

**Plasterer - First Term**

Effective Period: 7/1/2023 - 6/30/2024

Wage Rate Per Hour: 55% of Journeyman's rate

Supplemental Rate Per Hour: **\$17.48**

**Plasterer - Second Term**

Effective Period: 7/1/2023 - 6/30/2024

Wage Rate Per Hour: 60% of Journeyman's rate

Supplemental Rate Per Hour: **\$18.63**

**Plasterer - Third Term**

Effective Period: 7/1/2023 - 6/30/2024

Wage Rate Per Hour: 70% of Journeyman's rate

Supplemental Rate Per Hour: **\$20.93**

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
CONSTRUCTION APPRENTICE PREVAILING WAGE SCHEDULE

**Plasterer - Fourth Term**

Effective Period: 7/1/2023 - 6/30/2024  
Wage Rate Per Hour: 75% of Journeyperson's rate  
Supplemental Rate Per Hour: \$22.10

(Local #262)

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**PLASTERER - TENDER**  
(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 3)

**Plasterer Tender - First Year**

Effective Period: 7/1/2023 - 6/30/2024  
Wage Rate per Hour: \$21.45  
Supplemental Benefit Rate per Hour: \$10.32

**Plasterer Tender - Second Year**

Effective Period: 7/1/2023 - 6/30/2024  
Wage Rate per Hour: \$23.40  
Supplemental Benefit Rate per Hour: \$10.32

**Plasterer Tender - Third Year**

Effective Period: 7/1/2023 - 6/30/2024  
Wage Rate per Hour: \$24.90  
Supplemental Benefit Rate per Hour: \$10.32

**Plasterer Tender - Fourth Year**

Effective Period: 7/1/2023 - 6/30/2024  
Wage Rate per Hour: \$27.40  
Supplemental Benefit Rate per Hour: \$10.32

(Local #79)

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## **PLUMBER**

**(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 3)**

### **Plumber - First Year: 1st Six Months**

Effective Period: 7/1/2023 - 6/30/2024

Wage Rate per Hour: **\$16.78**

Supplemental Benefit Rate per Hour: **\$5.43**

### **Plumber - First Year: 2nd Six Months**

Effective Period: 7/1/2023 - 6/30/2024

Wage Rate per Hour: **\$19.78**

Supplemental Benefit Rate per Hour: **\$6.43**

### **Plumber - Second Year**

Effective Period: 7/1/2023 - 6/30/2024

Wage Rate per Hour: **\$28.99**

Supplemental Benefit Rate per Hour: **\$21.95**

### **Plumber - Third Year**

Effective Period: 7/1/2023 - 6/30/2024

Wage Rate per Hour: **\$31.09**

Supplemental Benefit Rate per Hour: **\$21.95**

### **Plumber - Fourth Year**

Effective Period: 7/1/2023 - 6/30/2024

Wage Rate per Hour: **\$33.94**

Supplemental Benefit Rate per Hour: **\$21.95**

### **Plumber - Fifth Year: 1st Six Months**

Effective Period: 7/1/2023 - 6/30/2024

Wage Rate per Hour: **\$35.34**

Supplemental Benefit Rate per Hour: **\$21.95**

### **Plumber - Fifth Year: 2nd Six Months**

Effective Period: 7/1/2023 - 6/30/2024

Wage Rate per Hour: **\$47.41**

Supplemental Benefit Rate per Hour: **\$21.95**

(Plumbers Local #1)

**POINTER, WATERPROOFER, CAULKER, SANDBLASTER,  
STEAMBLASTER**

(Exterior Building Renovation)

(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 4)

**Pointer, Waterproofer, Caulker, Sandblaster, Steamblaster - First Year**

Effective Period: 7/1/2023 - 6/30/2024

Wage Rate per Hour: **\$31.48**

Supplemental Benefit Rate per Hour: **\$15.00**

**Pointer, Waterproofer, Caulker, Sandblaster, Steamblaster - Second Year**

Effective Period: 7/1/2023 - 6/30/2024

Wage Rate per Hour: **\$35.54**

Supplemental Benefit Rate per Hour: **\$20.20**

**Pointer, Waterproofer, Caulker, Sandblaster, Steamblaster - Third Year**

Effective Period: 7/1/2023 - 6/30/2024

Wage Rate per Hour: **\$41.14**

Supplemental Benefit Rate per Hour: **\$23.95**

**Pointer, Waterproofer, Caulker, Sandblaster, Steamblaster - Fourth Year**

Effective Period: 7/1/2023 - 6/30/2024

Wage Rate per Hour: **\$49.50**

Supplemental Benefit Rate per Hour: **\$24.95**

(Bricklayer District Council)

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**ROOFER**

(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 2)

**Roofer - First Year**

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
CONSTRUCTION APPRENTICE PREVAILING WAGE SCHEDULE

Effective Period: 7/1/2023 - 6/30/2024  
Wage Rate Per Hour: 35% of Journeyman's rate  
Supplemental Benefit Rate Per Hour: \$3.97

**Roofer - Second Year**

Effective Period: 7/1/2023 - 6/30/2024  
Wage Rate Per Hour: 50% of Journeyman's rate  
Supplemental Benefit Rate Per Hour: \$19.29

**Roofer - Third Year**

Effective Period: 7/1/2023 - 6/30/2024  
Wage Rate Per Hour: 60% of Journeyman's rate  
Supplemental Benefit Rate Per Hour: \$23.09

**Roofer - Fourth Year**

Effective Period: 7/1/2023 - 6/30/2024  
Wage Rate Per Hour: 75% of Journeyman's rate  
Supplemental Benefit Rate Per Hour: \$28.81

(Local #8)

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**SHEET METAL WORKER**

(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 3)

**Sheet Metal Worker (0-6 Months)**

Effective Period: 7/1/2023 - 6/30/2024  
Wage Rate Per Hour: 25% of Journeyman's rate  
Supplemental Rate Per Hour: \$7.19

**Sheet Metal Worker (7-18 Months)**

Effective Period: 7/1/2023 - 6/30/2024  
Wage Rate Per Hour: 35% of Journeyman's rate  
Supplemental Rate Per Hour: \$20.98

**Sheet Metal Worker (19-30 Months)**

Effective Period: 7/1/2023 - 6/30/2024  
Wage Rate Per Hour: 45% of Journeyman's rate  
Supplemental Rate Per Hour: \$28.41

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
CONSTRUCTION APPRENTICE PREVAILING WAGE SCHEDULE

**Sheet Metal Worker (31-36 Months)**

Effective Period: 7/1/2023 - 6/30/2024  
Wage Rate Per Hour: 55% of Journeyperson's rate  
Supplemental Rate Per Hour: \$33.59

**Sheet Metal Worker (37-42 Months)**

Effective Period: 7/1/2023 - 6/30/2024  
Wage Rate Per Hour: 55% of Journeyperson's rate  
Supplemental Rate Per Hour: \$33.59

**Sheet Metal Worker (43-48 Months)**

Effective Period: 7/1/2023 - 6/30/2024  
Wage Rate Per Hour: 70% of Journeyperson's rate  
Supplemental Rate Per Hour: \$41.37

**Sheet Metal Worker (49-54 Months)**

Effective Period: 7/1/2023 - 6/30/2024  
Wage Rate Per Hour: 70% of Journeyperson's rate  
Supplemental Rate Per Hour: \$41.37

**Sheet Metal Worker (55-60 Months)**

Effective Period: 7/1/2023 - 6/30/2024  
Wage Rate Per Hour: 80% of Journeyperson's rate  
Supplemental Rate Per Hour: \$46.56

(Local #28)

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**SIGN ERECTOR**

(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 4)

**Sign Erector - First Year: 1st Six Months**

Effective Period: 7/1/2023 - 6/30/2024  
Wage Rate Per Hour: 35% of Journeyperson's rate  
Supplemental Rate Per Hour: \$17.84

**Sign Erector - First Year: 2nd Six Months**

Effective Period: 7/1/2023 - 6/30/2024  
Wage Rate Per Hour: 40% of Journeyperson's rate

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
CONSTRUCTION APPRENTICE PREVAILING WAGE SCHEDULE

Supplemental Rate Per Hour: \$20.25

**Sign Erector - Second Year: 1st Six Months**

Effective Period: 7/1/2023 - 6/30/2024  
Wage Rate Per Hour: 45% of Journeyperson's rate  
Supplemental Rate Per Hour: \$22.66

**Sign Erector - Second Year: 2nd Six Months**

Effective Period: 7/1/2023 - 6/30/2024  
Wage Rate Per Hour: 50% of Journeyperson's rate  
Supplemental Rate Per Hour: \$25.09

**Sign Erector - Third Year: 1st Six Months**

Effective Period: 7/1/2023 - 6/30/2024  
Wage Rate Per Hour: 55% of Journeyperson's rate  
Supplemental Rate Per Hour: \$33.83

**Sign Erector - Third Year: 2nd Six Months**

Effective Period: 7/1/2023 - 6/30/2024  
Wage Rate Per Hour: 60% of Journeyperson's rate  
Supplemental Rate Per Hour: \$36.81

**Sign Erector - Fourth Year: 1st Six Months**

Effective Period: 7/1/2023 - 6/30/2024  
Wage Rate Per Hour: 65% of Journeyperson's rate  
Supplemental Rate Per Hour: \$40.63

**Sign Erector - Fourth Year: 2nd Six Months**

Effective Period: 7/1/2023 - 6/30/2024  
Wage Rate Per Hour: 70% of Journeyperson's rate  
Supplemental Rate Per Hour: \$43.70

**Sign Erector - Fifth Year**

Effective Period: 7/1/2023 - 6/30/2024  
Wage Rate Per Hour: 75% of Journeyperson's rate  
Supplemental Rate Per Hour: \$46.76

**Sign Erector - Sixth Year**

Effective Period: 7/1/2023 - 6/30/2024  
Wage Rate Per Hour: 80% of Journeyperson's rate  
Supplemental Rate Per Hour: \$49.80

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
CONSTRUCTION APPRENTICE PREVAILING WAGE SCHEDULE

(Local #137)

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## **STEAMFITTER**

(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 3)

### **Steamfitter - First Year**

Effective Period: 7/1/2023 - 6/30/2024

Wage Rate and Supplemental Per Hour: 40% of Journeyman's rate

### **Steamfitter - Second Year**

Effective Period: 7/1/2023 - 6/30/2024

Wage Rate and Supplemental Rate Per Hour: 50% of Journeyman's rate.

### **Steamfitter - Third Year**

Effective Period: 7/1/2023 - 6/30/2024

Wage Rate and Supplemental Rate per Hour: 60% of Journeyman's rate.

### **Steamfitter - Fourth Year**

Effective Period: 7/1/2023 - 6/30/2024

Wage Rate and Supplemental Rate Per Hour: 70% of Journeyman's rate.

### **Steamfitter - Fifth Year**

Effective Period: 7/1/2023 - 6/30/2024

Wage Rate and Supplemental Rate Per Hour: 80% of Journeyman's rate.

(Local #638)

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## **STEAMFITTER - REFRIGERATION & AIR CONDITIONER**

(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 3)

### **Refrigeration & Air Conditioner (First Year)**

Effective Period: 7/1/2023 - 6/30/2024

Wage Rate per Hour: \$21.71

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
CONSTRUCTION APPRENTICE PREVAILING WAGE SCHEDULE

Supplemental Benefit Rate per Hour: \$13.75

**Refrigeration & Air Conditioner (Second Year)**

Effective Period: 7/1/2023 - 6/30/2024

Wage Rate per Hour: \$26.21

Supplemental Benefit Rate per Hour: \$15.09

**Refrigeration & Air Conditioner (Third Year)**

Effective Period: 7/1/2023 - 6/30/2024

Wage Rate per Hour: \$30.53

Supplemental Benefit Rate per Hour: \$16.49

**Refrigeration & Air Conditioner (Fourth Year)**

Effective Period: 7/1/2023 - 6/30/2024

Wage Rate per Hour: \$36.87

Supplemental Benefit Rate per Hour: \$18.38

(Local #638-B)

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**STONE MASON - SETTER**  
(Ratio Apprentice of Journeyman: 1 to 1, 1 to 2)

**Stone Mason - Setters - First 750 Hours**

Effective Period: 7/1/2023 - 6/30/2024

Wage and Supplemental Rate Per Hour: 50% of Journeyman's rate

**Stone Mason - Setters - Second 750 Hours**

Effective Period: 7/1/2023 - 6/30/2024

Wage Rate Per Hour: 60% of Journeyman's rate

Supplemental Rate Per Hour: 50% of Journeyman's rate

**Stone Mason - Setters - Third 750 Hours**

Effective Period: 7/1/2023 - 6/30/2024

Wage Rate Per Hour: 70% of Journeyman's rate

Supplemental Rate Per Hour: 50% of Journeyman's rate

**Stone Mason - Setters - Fourth 750 Hours**

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
CONSTRUCTION APPRENTICE PREVAILING WAGE SCHEDULE

Effective Period: 7/1/2023 - 6/30/2024  
Wage Rate Per Hour: 80% of Journeyperson's rate  
Supplemental Rate Per Hour: 50% of Journeyperson's rate

**Stone Mason - Setters - Fifth 750 Hours**

Effective Period: 7/1/2023 - 6/30/2024  
Wage Rate Per Hour: 90% of Journeyperson's rate  
Supplemental Rate Per Hour: 50% of Journeyperson's rate

**Stone Mason - Setters - Sixth 750 Hours**

Effective Period: 7/1/2023 - 6/30/2024  
Wage Rate Per Hour: 100% of Journeyperson's rate  
Supplemental Rate Per Hour: 50% of Journeyperson's rate

(Bricklayers District Council)

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**TAPER**

(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 4)

**Drywall Taper - First Year**

Effective Period: 7/1/2023 - 6/30/2024  
Wage Rate per Hour: **\$20.97**  
Supplemental Benefit Rate per Hour: **\$14.25**

**Drywall Taper - Second Year**

Effective Period: 7/1/2023 - 6/30/2024  
Wage Rate per Hour: **\$24.24**  
Supplemental Benefit Rate per Hour: **\$21.26**

**Drywall Taper - Third Year**

Effective Period: 7/1/2023 - 6/30/2024  
Wage Rate per Hour: **\$29.08**  
Supplemental Benefit Rate per Hour: **\$23.01**

**Drywall Taper - Fourth Year**

Effective Period: 7/1/2023 - 6/30/2024  
Wage Rate per Hour: **\$38.78**



OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
CONSTRUCTION APPRENTICE PREVAILING WAGE SCHEDULE

Supplemental Benefit Rate per Hour: **\$26.51**

(Local #1974)

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## **TILE LAYER - SETTER**

(Ratio of Apprentice to Journeyman: 1 to 1, 1 to 4)

### **Tile Layer - Setter - First 750 Hours**

Effective Period: 7/1/2023 - 6/30/2024

Wage and Supplemental Rate Per Hour: 35% of Journeyman's rate

### **Tile Layer - Setter - Second 750 Hours**

Effective Period: 7/1/2023 - 6/30/2024

Wage and Supplemental Rate Per Hour 40% of Journeyman's rate

### **Tile Layer - Setter - Third 750 Hours**

Effective Period: 7/1/2023 - 6/30/2024

Wage and Supplemental Rate Per Hour: 50% of Journeyman's rate

### **Tile Layer - Setter - Fourth 750 Hours**

Effective Period: 7/1/2023 - 6/30/2024

Wage and Supplemental Rate Per Hour: 55% of Journeyman's rate

### **Tile Layer - Setter - Fifth 750 Hours**

Effective Period: 7/1/2023 - 6/30/2024

Wage and Supplemental Rate Per Hour: 60% of Journeyman's rate

### **Tile Layer - Setter - Sixth 750 Hours**

Effective Period: 7/1/2023 - 6/30/2024

Wage and Supplemental Rate Per Hour: 65% of Journeyman's rate

### **Tile Layer - Setter - Seventh 750 Hours**

Effective Period: 7/1/2023 - 6/30/2024

Wage and Supplemental Rate Per Hour: 70% of Journeyman's rate

### **Tile Layer - Setter - Eighth 750 Hours**

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK  
CONSTRUCTION APPRENTICE PREVAILING WAGE SCHEDULE

Effective Period: 7/1/2023 - 6/30/2024

Wage and Supplemental Rate Per Hour: 75% of Journeyperson's rate

**Tile Layer - Setter - Ninth 750 Hours**

Effective Period: 7/1/2023 - 6/30/2024

Wage and Supplemental Rate Per Hour: 80% of Journeyperson's rate

**Tile Layer - Setter - Tenth 750 Hours**

Effective Period: 7/1/2023 - 6/30/2024

Wage and Supplemental Rate Per Hour: 90% of Journeyperson's rate

(Local #7)

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**TIMBERPERSON**

(Ratio of Apprentice to Journeyperson: 1 to 1, 1 to 6)

**Timberperson - First Year**

Effective Period: 7/1/2023 - 6/30/2024

Wage Rate Per Hour: \$23.42

Supplemental Rate Per Hour: \$37.27

**Timberperson - Second Year**

Effective Period: 7/1/2023 - 6/30/2024

Wage Rate Per Hour: \$28.53

Supplemental Rate Per Hour: \$37.27

**Timberperson - Third Year**

Effective Period: 7/1/2023 - 6/30/2024

Wage Rate Per Hour: \$36.18

Supplemental Rate Per Hour: \$37.27

**Timberperson - Fourth Year**

Effective Period: 7/1/2023 - 6/30/2024

Wage Rate Per Hour: \$43.84

Supplemental Rate Per Hour: \$37.27

(Local #1536)



Leonard A. Mancusi  
SENIOR ASSISTANT COMPTROLLER

THE CITY OF NEW YORK  
OFFICE OF THE COMPTROLLER  
1 CENTRE STREET ROOM 1120  
NEW YORK, N.Y. 10007-2341

TELEPHONE: (212) 669-3622  
FAX NUMBER: (212) 669-8499

ALAN G. HEVESI  
COMPTROLLER

**MEMORANDUM**

November 6, 2000

To Agency Chief Contracting Officers

From: Leonard A. Mancusi

Re: Security at Construction Sites

Prior to the enactment of Administrative Code §6-109, security guards on construction sites were not subject to prevailing wages. Security guards under the New York State labor law are covered under §230 which provides that prevailing wages are to be paid for security guards in existing buildings. §6-109 of the Administrative Code which was enacted in 1996 closed this loophole by including all security guards working pursuant to a city contract as a prevailing wage trade.

Although some construction contract boilerplate language has been amended to include §6-109, sub-contractors performing security services have advised us that they were not aware of this provision and, since traditionally, security guards were not a covered trade on construction sites, and they were not advised by a prime contractor that they would have to pay prevailing wages, they have not been doing so.

To avoid the possibility of issuing stop payments against prime contractors for the failure of their security service sub-contractors to pay

*prevailing wages, we suggest that you write to all your existing security guard sub-contractors and their primes and in the future, upon approval of a security guard sub-contractor, advise the contractors of their obligation to pay prevailing wages under §6-109 of the Administrative Code.*

*As always, your cooperation is appreciated.*

**LAM:er**  
**ACCO.SECURITY AT SITES**



**Department of  
Design and  
Construction**

Issue Date: July 1, 2022

**DDC STANDARD GENERAL CONDITIONS  
FOR SINGLE CONTRACT PROJECTS**



**Department of  
Design and  
Construction**

Issue Date: July 1, 2022

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## Changes between the 1/1/2022 and 7/1/2022 Single Contract General Conditions

***NOTE:** The list below is intended as a guide and does not include minor editing.  
The text of the General Conditions and the Addendum to the General Conditions govern.*

### Section No. Change

01 10 00	1.10D: Update Mobilization Payment Add 1.13: Payments to M/WBE Subcontractors
01 22 00	New Section Added
01 40 00	1.7: update minimum and special experience qualifications
01 50 00	3.8B.3: Update DDC Field Office Trailer requirements 3.8D.3: Update Equipment for the DDC Field Office requirements
01 73 00	Add 3.25 Correction of the Work
01 77 00	Remove 3.2 Repair of the Work (moved into 017300, 3.25)



**Department of  
Design and  
Construction**

Issue Date: July 1, 2022

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01 50 00	TEMPORARY FACILITIES, SERVICES AND CONTROLS
01 54 11	TEMPORARY ELEVATORS AND HOISTS
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**Department of  
Design and  
Construction**

Division 01 – DDC STANDARD GENERAL CONDITIONS  
SINGLE CONTRACT PROJECTS  
Issue Date: July 1, 2022

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**SECTION 01 10 00  
SUMMARY**

**PART I – GENERAL**

**1.1 RELATED DOCUMENTS:**

- A. The following documents apply to all required work for the Project: (1) the Contract Drawings, (2) the Specifications, (3) the General Conditions, (4) the Addendum, and (5) the Contract [City of New York Standard Construction Contract].
- B. Addendum to the General Conditions: These General Conditions include and are supplemented by the Addendum to the General Conditions (the “Addendum”). The Addendum includes the following: (1) schedules referred to in these General Conditions, (2) information regarding the applicability of various articles, and (3) amended articles, if any.

**1.2 SUMMARY:**

- A. This section includes the following:
  - 1. Scope and Intent
  - 2. Provisions Referenced in the Contract
  - 3. Performance of Work During Non-Regular Work Hours (Pursuant to a Change Order)
  - 4. Interruption of Services at Existing Facilities

**1.3 DEFINITIONS:**

- A. Refer to Article 2 of the Contract for definition of terms, words and expressions used in the General Conditions not otherwise defined herein.
- B. Design Consultant: “Design Consultant” means the entity responsible for providing design services for the Project, including without limitation, preparing the construction documents (drawings and specifications) and providing services in connection with such documents during construction. The entity serving as the “Design Consultant” may be a corporation, firm, partnership, joint venture, individual or combination thereof. Such entity may be either an employee(s) of the City or an entity engaged by the City to provide such services.

**1.4 SCOPE AND INTENT:**

- A. Description of Project: Refer to the Addendum for a description of the Project.

**REFER TO THE ADDENDUM FOR THE APPLICABILITY OF SUB-SECTION 1.4 B**

- B. LEED: The City of New York will seek U.S. Green Building Council (USGBC) LEED (Leadership in Energy and Environmental Design) certification for this Project as specified in Section 01 81 13.03 “SUSTAINABLE DESIGN REQUIREMENTS FOR LEED v3 BUILDINGS”; or Section 01 81 13.04 “SUSTAINABLE DESIGN REQUIREMENTS FOR LEED v4 BUILDINGS”, and the Addendum to the General Conditions.



**REFER TO THE ADDENDUM FOR THE APPLICABILITY OF SUB-SECTION 1.4 C**

- C. COMMISSIONING: The Project will be commissioned by an independent third party under separate contract with the City of New York. Commissioning must be in accordance with ASHRAE and USGBC LEED-NC procedures, as described in Section 01 91 13 GENERAL COMMISSIONING REQUIREMENTS FOR MEP SYSTEMS, and/ or Section 01 91 15 GENERAL COMMISSIONING REQUIREMENTS FOR BUILDING ENCLOSURE and the Addendum to the General Conditions. The Contractor must cooperate with the commissioning agent and provide whatever assistance is required.

**REFER TO THE ADDENDUM FOR THE APPLICABILITY OF SUB-SECTION 1.4 D**

- D. PROGRESS SCHEDULE: Refer to Section 01 32 16.1 PROGRESS SCHEDULES (METHOD A) or 01 32 16.2 PROGRESS SCHEDULES (METHOD B) or 01 32 16.3 PROGRESS SCHEDULES (METHOD C) and the Addendum to the General Conditions for requirements of the Project.
- E. COMPLETION OF WORK: Work to be done under the Contract is comprised of the furnishing of all labor, materials, equipment and other appurtenances, and obtaining all regulatory agency approvals necessary and required to complete the construction work in accordance with the Contract.
- F. OMISSION OF DETAILS: All work called for in the Specifications applicable to the Contract but not shown on the Contract Drawings in their present form, or vice versa, is required, and must be performed by the Contractor as though it were originally delineated or described. The cost of such work will be deemed included in the total Contract Price.
- G. WORK NOT IN SPECIFICATIONS OR CONTRACT DRAWINGS: Work not particularly specified in the Specifications nor detailed on the Contract Drawings but involved in carrying out their intent or in the complete and proper execution of the Work, is required, and must be performed by the Contractor. The cost of such work will be deemed included in the total Contract Price.
- H. SILENCE OF THE SPECIFICATIONS: The apparent silence of the Specifications as to any detail, or the apparent omission from them of a detailed description concerning any work to be done and materials to be furnished, will be regarded as meaning that only the best practice is to prevail and that only the best material and workmanship is to be used and interpretation of the Specifications will be made upon that basis.
- I. CONFLICT BETWEEN CONTRACT DRAWINGS AND SPECIFICATIONS: Should any conflict occur in or between the Drawings and Specifications, the Contractor will be deemed to have estimated the most expensive way of doing the Work unless the Contractor asked for and obtained a decision in writing from the Commissioner before the submission of the bid as to what must govern.

**1.5 CONTRACT DRAWINGS AND SPECIFICATIONS:**

- A. SCHEDULE C - The Contract Drawings are listed in Schedule C, which is set forth in the Addendum. Such drawings referred to in the Contract, and in the applicable Specifications for the Contract, bear the general title:  

City of New York  
Department of Design and Construction  
Division of Public Buildings
- B. DOCUMENTS FURNISHED TO THE CONTRACTOR - After the award of the Contract, the Contractor will be furnished with five (5) complete sets of paper prints of all Contract Drawings mentioned in Paragraph A above, as well as a copy of the Specifications.
- C. ADDITIONAL COPIES of Drawings and Specifications, when requested, will be furnished to the Contractor if available.



- D. SUPPLEMENTARY DRAWINGS - When, in the opinion of the Commissioner, it becomes necessary to more fully explain the work to be done, or to illustrate the work further, or to show any changes which may be required, drawings known as Supplementary Drawings will be prepared by the Commissioner.
- E. COMPENSATION - Where Supplementary Drawings entail extra work, compensation therefore to the Contractor will be subject to the terms of the Contract. The Supplementary Drawings will be binding upon the Contractor with the same force as the Contract Drawings.
- F. SUPPLEMENTARY DRAWING PRINTS - Three (3) copies of prints of these Supplementary Drawings will be furnished to the Contractor.
- G. COPIES TO SUBCONTRACTORS - The Contractor must furnish each of its subcontractors and material suppliers such copies of Contract Drawings, Supplementary Drawings, or copies of the Specifications as may be required for its work.

**1.6 COORDINATION:**

- A. COORDINATION AND COOPERATION - The Contractor must consult and study the requirements of the Contract Drawings and Specifications for all required work, including all work to be performed by trade subcontractors, so that the Contractor may become acquainted with the work of the Project as a whole in order to achieve the proper coordination and cooperation necessary for the efficient and timely performance of the work.
- B. CONTRACTOR TO CHECK DRAWINGS: - The Contractor must verify all dimensions, quantities and details shown on the Contract Drawings, Schedules, or other data received from the Commissioner, and must notify the Commissioner of all errors, omissions, conflicts and discrepancies found therein. Notice of such errors will be given before the Contractor proceeds with any work. Figures must be used in preference to scale dimensions and large-scale drawings in preference to small-scale drawings.

**1.7 SHOP DRAWINGS AND RECORD DRAWINGS:**

- A. Refer to Section 01 33 00 SUBMITTAL PROCEDURES and Section 01 78 39 CONTRACT RECORD DOCUMENTS for requirements applicable to shop drawings and record drawings.

**1.8 TEMPORARY FACILITIES, SERVICES AND CONTROLS:**

- A. Refer to Section 01 50 00 TEMPORARY FACILITIES SERVICES AND CONTROLS for the responsibilities of the Contractor.

**1.9 DUST CONTROL:**

- A. The Contractor must prepare, execute and manage a "Dust Control Plan" for the prevention of the emission of dust from construction related activities in compliance with 15 RCNY 13-01 et. seq.

**1.10 PROVISIONS REFERENCED IN THE CONTRACT:**

- A. SCHEDULE A - Various Articles of the Contract refer to requirements set forth in Schedule A of the General Conditions. Schedule A, which is included in the Addendum, sets forth (1) the referenced Articles of the Contract, and (2) the specific requirements applicable to the Contract.
- B. EXTENSION OF TIME - Applications for Extensions of Time, as indicated in Article 13 of the Contract, must be made in accordance with the Rules of the Procurement Policy Board.



- C. PARTIAL PAYMENTS FOR MATERIALS IN ADVANCE OF THEIR INCORPORATION IN THE WORK PURSUANT TO ARTICLE 42 OF THE CONTRACT – In order to better ensure the availability of materials, fixtures and equipment when needed for the work, the Commissioner may authorize partial payment for certain materials, fixtures and equipment, prior to their incorporation in the work, but only in strict accordance with, and subject to, all the terms and conditions set forth in the Specifications, unless an alternate method of payment is elsewhere provided in the Specifications for specified materials, fixtures or equipment.
1. The Contractor must submit to the Commissioner a written request, in quadruplicate, for payment for materials purchased or to be purchased for which the Contractor needs to be paid prior to their actual incorporation in the work. The request must be accompanied by a schedule of the types and quantities of materials, and must state whether such materials are to be stored on or off the site.
  2. Where the materials are to be stored off the site, they must be stored at a place other than the Contractor's premises (except with the written consent of the Commissioner) and under the conditions prescribed or approved by the Commissioner. The Contractor must set apart and separately store at the place or places of storage all materials and must clearly mark same "PROPERTY OF THE CITY OF NEW YORK", and further, must not at any time move any of said materials to another off-site place of storage without the prior written consent of the Commissioner. Materials may be removed from their place of storage off the site for incorporation in the work upon approval of the Resident Engineer.
  3. Where the materials are to be stored at the site, they must be stored at such locations as will be designated by the Resident Engineer and only in such quantities as, in the opinion of the Resident Engineer, will not interfere with the proper performance of the Work by the Contractor or by other Contractors then engaged in performing work on the site. Such materials must not be removed from their place of storage on the site except for incorporation in the Work, without the approval of the Resident Engineer.
  4. INSURANCE
    - a. STORAGE OFF-SITE – Where the materials are stored off the site and until such time as they are incorporated in the Work, the Contractor must fully insure such materials against any and all risks of destruction, damage or loss including but not limited to fire, theft, and any other casualty or happening. The policy of insurance must be payable to the City of New York. It must be in such terms and amounts as must be approved by the Commissioner and must be placed with a company duly licensed to do business in the State of New York. The Contractor must deliver the original and one (1) copy of such policy or policies marked "Fully Paid" to the Commissioner.
    - b. STORAGE ON THE SITE – Where the materials are stored at the site, the Contractor must furnish satisfactory evidence to the Commissioner that they are properly insured against loss, by endorsements or otherwise, under the policy or policies of insurance obtained by the Contractor to cover losses to materials owned or installed by the Contractor. The policy of insurance must cover fire and extended coverage against windstorm, hail, explosion and riot attending a strike, civil commotion, aircraft, vehicles and smoke.
  5. All costs, charges and expenses arising out of the storage of such materials, must be paid by the Contractor and the City hereby reserves the right to retain out of any partial or final payment made under the Contract an amount sufficient to cover such costs, charges and expenses with the understanding that the City will have and may exercise any and all other remedies at law for the recovery of such cost, charges and expenses. There will be no increase in the Contract price for such costs, charges and expenses and the Contractor must not make any claim or demand for compensation therefore.



## Department of Design and Construction

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6. The Contractor must pay any and all costs of handling and delivery of materials, to the place of storage and from the place of storage to the site of the Work; and the City will have the right to retain from any partial or final payment an amount sufficient to cover the cost of such handling and delivery.
7. In the event that the whole or any part of these materials are lost, damaged, or destroyed in advance of their satisfactory incorporation in the work, the Contractor, at the Contractor's own cost, must replace such lost, damaged or destroyed materials of the same character and quality. The City will reimburse the Contractor for the cost of the replaced materials to the extent, and only to the extent, of the funds actually received by the City under the policies of insurance hereinbefore referred to. Until such time as the materials are replaced, the City will deduct from the value of the stored materials or from any other money due under the Contract, the amount paid to the Contractor for such lost, damaged or destroyed materials.
8. Should any of the materials paid for the City hereunder be subsequently rejected or incorporated in the work in a manner or by a method not in accordance with the Contract Documents, the Contractor must remove and replace, at Contractor's own cost, such defective or improperly incorporated material with materials complying with the Contract Documents. Until such materials are replaced, the City will deduct from the value of the stored materials or from any other money due the Contractor, the amount paid by the City for such rejected or improperly incorporated materials.
9. Payments for the cost of materials made hereunder will not be deemed to be an acceptance of such materials as being in accordance with the Contract Documents, and the Contractor always retains and must comply with the Contractor's duty to deliver to the site and properly incorporate in the work only materials which comply with the Contract Documents.
10. The Contractor must retain any and all risks in connection with the damage, destruction, or loss of the materials paid for hereunder to the time of delivery of the same to the site of the Work and their proper incorporation in the work in accordance with the Contract Documents.
11. The Contractor must comply with all laws and the regulations of any governmental body or agency pertaining to the priority purchase, allocation, and use of the materials.
12. When requesting payment for such materials, the Contractor must submit with the partial estimate duly authenticated documents of title, such as bills of sale, invoices or warehouse receipts, all in quadruplicate. The executed bills of sale must transfer title to the materials from the Contractor to the City. (In the event that the invoices state that the material has been purchased by a subcontractor, bills of sale in quadruplicate will also be required transferring title to the materials from subcontractor to the Contractor).
13. Where the Contractor, with the approval of the Commissioner, has purchased unusually large quantities of materials in order to assure their availability for the work, the Commissioner, at the Commissioner's option, may waive the requirements of Paragraph 12 provided the Contractor furnishes evidence in the form of an affidavit from the Contractor in quadruplicate, and such other proof as the Commissioner may require, that the Contractor is the sole owner of such materials and has purchased them free and clear of all liens and other encumbrances. In such event, the Contractor will pay for such materials and submit proof thereof, in the same manner as provided in Paragraph 12 hereof, within seven (7) days after receipt of payment therefore from the Comptroller. Failure on the part of the Contractor to submit satisfactory evidence that all such materials have been paid for in full, will preclude the Contractor from payments under the Contract.
14. The Contractor must include in each succeeding partial estimate requisition a summary of materials stored which must set forth the quantity and value of materials in storage, on or off the site, at the end of each preceding estimate period; the amount removed for incorporation in the



Work; the quantity and value of materials delivered during the current period and the total value of materials on hand for which payment thereof will be included in the current payment estimate.

15. Upon proof to the satisfaction of the Commissioner of the actual cost of such materials and upon submission of proper proof of title as required under Paragraph 12 or Paragraph 13 hereof, payment will be made therefore to the extent of 85%, provided however, that the cost so verified, established and approved must not exceed the estimated cost of such materials included in the approved detailed breakdown estimate submitted in accordance with Article 41 of the Contract; if it does, the City will pay only 85% approved estimated cost.
  16. Upon the incorporation in the Work of any such materials, which have been paid for in advance of such incorporation in accordance with the foregoing provisions, payment will be made for such materials incorporated in the Work pursuant to Article 42 of the Contract, less any sums paid pursuant to Paragraph 15 herein.
- D. **MOBILIZATION PAYMENT** – A line item for mobilization must be allowed on the Contractor’s Detailed Bid Breakdown submitted in accordance with Article 41 of the Contract. The Mobilization Payment is intended to include the cost of required bonds, insurance coverage, and/or any other expenses required for the initiation of the Contract Work. All costs for mobilization will be deemed included in the total Contract Price. The Detailed Bid Breakdown must reflect, and the Mobilization Payment will be made, in accordance with the following schedule:

<b>Contract Amount</b>	<b>Mobilization Amount</b>
\$0 - \$10,000,000	8% of contract amount
\$10,000,001 - \$50,000,000	8% on the first \$10,000,000 plus 4% of contract amount greater than \$10,000,000
Over \$50,000,000	\$2,400,000

The Contractor may requisition for the Mobilization Payment upon satisfactory completion of the following:

1. DDC approval of the Detailed Bid Breakdown per Article 41 of the Contract;
  2. Selection and DDC approval of any required field office location(s);
  3. Submission of all required insurance certificates and bond;
  4. Approval of the Site Safety Plan per the Safety Requirements Section of the Information for Bidders;
  5. Approval of the Progress Schedule;
  6. Approval of the Schedule Submittal; and,
  7. Submission of the Pre-Construction Photographs.
- E. **ULTRA LOW SULFUR DIESEL FUEL AND BEST AVAILABLE TECHNOLOGY REPORTING:** The Contractor must submit reports to the Commissioner regarding the use of Ultra Low Sulfur Diesel Fuel in Non-Road Vehicles, and the implementation of Best Available Technology (BAT), as set forth in Article 5.4 of the Contract. Such reports must be submitted in accordance with the schedule, format, directions, and procedures established by the Commissioner.





**1.11 PERFORMANCE OF WORK DURING NON-REGULAR WORK HOURS:**

- A. **NON-REGULAR WORK HOURS:** The Commissioner may issue a change order in accordance with Article 25 of the Contract which, (1) directs the Contractor to perform the Work, or specific components thereof, during other than regular work hours (i.e., evenings, weekends and holidays), and (2) provides compensation to the Contractor for costs in connection with the performance of Work during other than regular work hours. The Commissioner may issue a change order if a delay has occurred and such delay is not the fault of the Contractor, or if the Work is of such an important nature that delay in completing such work would result in serious disadvantage to the public.
- B. **PROCEDURE:** The Contractor must: (1) obtain whatever permits may be required for performance of the Work during other than regular business hours, and (2) pay all necessary fees in connection with such permits. In addition, if directed by the Commissioner, the Contractor must make immediate application to the Commissioner of the Department of Labor, State of New York, for dispensation in accordance with Subdivision 2 of Section 220 of the Labor Law.

**1.12 INTERRUPTION OF SERVICES AT EXISTING FACILITIES:**

- A. **EVENING AND WEEKEND WORK -** Where performance of the Work requires the temporary shutdown(s) of services, such shutdown(s) must be made at night or on weekends or at such times that will cause no interference with the established routines and operations of the facility in question.
  - 1 Where weekend or evening work is required due to unavoidable service shutdowns, such work will be performed at no extra cost to the City. Components of the Work that must be performed during other than regular work hours are indicated in the Drawings and/or the Specifications.
- B. **INTERRUPTION OF EXISTING FACILITIES:**
  - 1 The Contractor must not interrupt any of the services of the facility nor interfere with such services in any way without the permission of the Commissioner. Such interruption or interferences must be made as brief as possible, and only at such time stated.
  - 2 Under no circumstances will the Contractor, its subcontractors, or its workers, be permitted to use any part of the project as a shop, without the permission of the Commissioner.
  - 3 Unnecessary noise must be avoided at all times and necessary noise must be reduced to a minimum.
  - 4 Toilet facilities, water, and electricity must be operational at all times (i.e. 24/7). No services of the facility can be interrupted in any way without the permission of the Commissioner. Careful coordination of all Work with the Resident Engineer must be done to maintain the operational level of the Project personnel at the facility.
  - 5 The Contractor must schedule the Work to avoid noise interference that will affect the normal functions of the facility. In particular, construction operations producing noises that are objectionable to the functions of the facility must be scheduled at times of day or night, day of the week, or weekend, which will not interfere with personnel at the facility. Any additional cost resulting from this scheduling will be borne by the Contractor.
  - 6 The Contractor must arrange to work continuously, including evening and weekend hours, if required, to assure that services will be shut down only during the time actually required to make the necessary connections to the existing facility.
  - 7 The Contractor must give ample written notice in advance to the Commissioner and personnel at the facility of any required shutdown.



**1.13 PAYMENTS TO M/WBE SUBCONTRACTORS:**

- A. The Department of Design and Construction (“DDC”) is committed to supporting the growth and success of Minority and Women-owned Business Enterprises (“M/WBE”). In furtherance of this goal, DDC complies with Local Law 1 / NYC Administrative Code section 6-129, as amended. In order to support the growth and success of M/WBEs on all DDC projects, it is important that M/WBE vendors that are sub-contractors (any tiers) are treated fairly at all times and that their payment requisitions / invoices are handled in accordance with the City’s Standard Construction Contract. Pursuant to the Standard Construction Contract, prime contractors are required to pay subcontractors within thirty (30) days of receipt of such funds from DDC. Failure to comply with the Standard Construction Contract and the goals established by DDC as it applies to M/WBEs, may result in financial sanctions and negative performance evaluations, which will be taken into consideration on future procurements.

**PART II – PRODUCTS (Not Used)**

**PART III – EXECUTION (Not Used)**

**END OF SECTION 01 10 00**



**SECTION 01 22 00**

**EXPANDED WORK ALLOWANCE**

**REFER TO THE ADDENDUM FOR THE APPLICABILITY OF SECTION 01 22 00**

**PART I - GENERAL**

**1.1 PURPOSE**

- A. An Allowance has been established for the items set forth in sub-section 1.3 below (“Expanded Work Allowance” or “EWA”). Payment for the items set forth in sub-section 1.3 (“Expanded Work Items”) may be made through the EWA, as directed by the Commissioner. “Extra Work”, “overrun”, and “Allowance” are defined by the Standard Construction Contract (see Articles 2.1.16, 26.1, and 2.1.4, respectively) and nothing in this Section alters, or will be deemed to alter the interpretation or application of, the Standard Construction Contract, including but not limited to Articles 25, 26, 28, and 78 of the Standard Construction Contract.

**1.2 PROCESS**

- A. If the Commissioner determines that use of the EWA is appropriate, in their sole discretion, the Commissioner will prepare a written scope document for the Expanded Work Items for the Contractor’s execution (“EWA Scope Memo”). The EWA Scope Memo will set forth the maximum amount payable from the EWA prior to the execution of a final cost memorandum (“Maximum Amount”), in accordance with this Section. The Maximum Amount may be increased from time to time by the Commissioner, in their sole discretion, except that the Maximum Amount may not exceed 80% of the Commissioner’s estimated total cost for such Work (the “Estimated Cost”) unless and until a final cost is determined and a final cost memorandum (“Final Cost Memo”) executed in accordance with this Section.
- B. Neither the Maximum Amount nor the Estimated Cost will be deemed to be the final cost of the Expanded Work Items. The final cost for the Expanded Work Items will be determined in accordance with Article 26 of the Standard Construction Contract. The Contractor must submit its detailed price proposal for the Expanded Work Items, calculated in accordance with the Contract, within the time period set forth in the EWA Scope Memo or within 90 Days after the executed EWA Scope Memo is issued to the Contractor, whichever is sooner.
- C. Once the EWA Scope Memo is executed and the Contractor is directed to proceed with the Work, DDC will make progress payments, as provided in the Contract, up to the Maximum Amount or until the submission period has expired, whichever occurs sooner.
- D. DDC will not make any progress payments for the performance of the Expanded Work Items beyond the submission period set forth in sub-Section C, above, unless and until a final cost has been determined and a Final Cost Memo executed in accordance with this Section. No amounts above the Maximum Amount set by the Commissioner will be payable from the EWA, unless and until a final cost has been determined and a Final Cost Memo executed in accordance with this Section. In all events, the Contractor shall promptly and diligently comply with the Commissioner’s direction and perform all Work required by the Contract and the EWA Scope Memo.
- E. Upon receipt of the Contractor’s cost detailed proposal, DDC will evaluate the proposal and initiate negotiations, as necessary, to determine the final cost of the Expanded Work Items in accordance with Article 26 of the Standard Construction Contract. The Contractor is responsible to furnish time and material records



in accordance with Article 28 of the Standard Construction Contract until a Final Cost Memo is executed. If the parties cannot agree on a unit price or fixed price, the Contractor will be paid on the basis of time and material records in accordance with Article 26 the Standard Construction Contract.

- F. A Final Cost Memo will be prepared by the Commissioner to be executed by the parties. The total net sum of the amounts added and/or credited under the EWA Scope Memo and payment of the finalized Final Cost Memo constitutes full accord and satisfaction for the costs resulting from the Expanded Work Items. In the event the EWA is insufficient to pay the full amount of the Final Cost Memo, the parties agree to execute change order documents for the remaining funds, subject to registration in accordance with the New York City Charter.

### **1.3 PRICE TO COVER**

- A. Expanded Work Items are those items set forth below. The EWA may be used, in the Commissioner's discretion, for the following Expanded Work Items:
  - 1. Non-material changes in the Work necessary to complete Contract Work due to site conditions that differ from those included in the Contract Documents and that could not have been anticipated by the Contractor.
  - 2. Non-material changes in the Work directed by the Commissioner that result in a net change in the cost to the Contractor for the Work to be performed under this Contract, including but not limited to the following:
    - a. Overruns of unit price items and quantity increases in portions of work within a lump sum item.
    - b. NYCDOT traffic stipulations or permit requirements that significantly differ from those included in the Contract Documents and that could not have been anticipated by the Contractor.
    - c. Changes to the sizes of materials or changes to specifications of materials.
    - d. Materials/structures not included in the Contract Documents that are necessary to complete Contract Work and that could not have been anticipated by the Contractor.

### **1.4 BASIS OF PAYMENT**

- A. The fixed sum must be considered the price bid for this item. The fixed sum is not to be altered in any manner by the bidder. Should the amount shown be altered, the new figures will be disregarded, and the original price will be used to determine the total amount bid for the contract.
- B. The payment(s) made under this item will be equal to the Final Cost Memo prepared by the Commissioner and executed by the parties in accordance with 1.2(F) above as proof of work performed for this item as approved by the Commissioner.
- C. The total estimated cost of this item is the "fixed sum" amount shown for this item in the Bid Submission Form and shall not be varied in the bid. The "fixed sum" amount is included in the bid solely to ensure that sufficient monies will be available to pay the Contractor for this work, which may be more or less than the fixed sum amount.
- D. The price will cover the cost of all labor, materials, equipment, insurance, and incidentals necessary to complete the work under this section in accordance with the Contract Drawings, the specifications, and the directions of the Commissioner.

**PART II – PRODUCTS (Not Used)**  
**PART III – EXECUTION (Not Used)**

**END OF SECTION 01 22 00**

EXPANDED WORK ALLOWANCE  
01 22 00 - 2



**SECTION 01 31 00  
PROJECT MANAGEMENT AND COORDINATION**

**PART I – GENERAL**

**1.1 RELATED DOCUMENTS:**

- A. The following documents apply to all required work for the Project: (1) the Contract Drawings, (2) the Specifications, (3) the General Conditions, (4) the Addendum, and (5) the Contract [City of New York Standard Construction Contract].
- B. LEED: Refer to the Addendum to identify whether this Project is designed to comply with a Certification Level according to the U.S. Green Building Council's Leadership in Energy & Environmental Design (LEED) Rating System, as specified in Section 01 81 13.03 SUSTAINABLE DESIGN REQUIREMENTS FOR LEED v3 BUILDINGS or Section 01 81 13.04 SUSTAINABLE DESIGN REQUIREMENTS FOR LEED v4 BUILDINGS.
- C. COMMISSIONING: Refer to the Addendum to identify whether this Project will be commissioned by an independent third party under separate contract with the City of New York (City). Commissioning will be in accordance with ASHRAE and USGBC LEED-NC procedures, as described in Section 01 91 13, GENERAL COMMISSIONING REQUIREMENTS FOR MEP SYSTEMS, and/ or Section 01 91 15 GENERAL COMMISSIONING REQUIREMENTS FOR BUILDING ENCLOSURE COMMISSIONING. The Contractor must cooperate with the commissioning agent and provide whatever assistance is required.

**1.2 SUMMARY:**

- A. This Section includes administrative provisions for coordinating construction operations on the Project, including:
  - 1. Coordination Drawings
  - 2. Administrative and supervisory personnel
  - 3. Project meetings
  - 4. Requests for Interpretation (RFIs)
- B. This Section includes the following:
  - 1. Definitions
  - 2. Coordination
  - 3. Submittals
  - 4. Administrative and Supervisory Personnel
  - 5. Project Meetings
  - 6. Requests for Interpretation (RFI's)
  - 7. Correspondence
  - 8. Contractor's Daily Reports
  - 9. Alternate and Substitute Equipment
- C. Related Sections:
  - 1. Section 01 10 00 SUMMARY
  - 2. Section 01 32 00 CONSTRUCTION PROGRESS DOCUMENTATION
  - 3. Section 01 33 00 SUBMITTALS
  - 4. Section 01 35 26 SAFETY REQUIREMENTS
  - 5. Section 01 73 00 EXECUTION REQUIREMENTS
  - 6. Section 01 74 19 CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL



7. Section 01 77 00 CLOSEOUT PROCEDURES

**1.3 DEFINITIONS:**

- A. Refer to Article 2 of the Contract for definition of terms, words and expressions used in the General Conditions not otherwise defined herein.
- B. Design Consultant: "Design Consultant" must mean the entity responsible for providing design services for the Project, including without limitation, preparing the construction documents (drawings and specifications) and providing services in connection with such documents during construction. The entity serving as the "Design Consultant" may be a corporation, firm, partnership, joint venture, individual or combination thereof. Such entity may be either an employee(s) of the City or an entity engaged by the City to provide such services.

**1.4 COORDINATION:**

- A. Coordination: The Contractor must coordinate its construction operations, including those of its subcontractors, with other entities to ensure the efficient and orderly installation of each part of the Work. The Contractor must coordinate the various operations required by different Sections of the Specifications that depend on each other for proper installation, connection, and operation.
  - 1. Schedule construction operations in sequence in order to obtain the best results where installation of one part of the Work depends on installation of other components, before or after its own installation.
  - 2. Coordinate installation of different components to ensure maximum access for required maintenance, service, and repair.
  - 3. Make adequate provisions to accommodate items scheduled for later installation.
  - 4. Where availability of space is limited, coordinate installation of different components to ensure maximum performance and access for required maintenance, service, and repair of all components, including mechanical and electrical.
- B. The Contractor must prepare memoranda for distribution to its subcontractors and other involved entities, outlining special procedures required for coordination. Such memoranda must include required notices, reports, and meeting minutes as applicable.
- C. Administrative Procedures: The Contractor must coordinate scheduling and timing of required administrative procedures with other construction activities and activities of its subcontractors to avoid conflicts and to ensure orderly progress of the Work. Such administrative activities include without limitation the following:
  - 1. Preparation of Contractor's Construction Schedule.
  - 2. Installation and removal of temporary facilities and controls.
  - 3. Delivery and processing of submittals.
  - 4. Progress meetings.
  - 5. Pre-installation conferences.
  - 6. Startup and adjustment of systems.
  - 7. Project closeout activities.
- D. Conservation: The Contractor must coordinate construction activities to ensure that operations are carried out with consideration given to conservation of energy, water, and materials.
- E. Salvaged Items, Material and/or Equipment: The Specifications may identify certain items, materials or equipment which must be salvaged by the Contractor and handled or disposed of as directed. The



Contractor must comply with all directions in the Specifications regarding the salvaging and handling of identified items, material or equipment.

- F. Software: The Contractor may be required by the Commissioner to utilize a designated cloud-based Construction Management Tool to streamline and manage activities, including but not limited to the following:
1. Submittals;
  2. Drawings, Specifications, and Bulletins;
  3. RFI's;
  4. Progress Photographs;
  5. Letters and Correspondence;
  6. Punchlists and Closeout Management;
  7. Daily Logs;
  8. Meetings and Minutes; and/or,
  9. Change Order log memos.

#### **1.5 SUBMITTALS:**

- A. Submit shop drawings, product data, samples etc., in compliance with Section 01 33 00 SUBMITTAL PROCEDURES.
- B. Coordination Drawings: The Contractor must prepare applicable Coordination Drawings in compliance with the requirements for Coordination Drawings in Section 01 33 00 SUBMITTAL PROCEDURES.
- C. Safety Plan in compliance with Section 01 35 26 SAFETY REQUIREMENTS PROCEDURES.
- D. Waste Management Plan in compliance with Section 01 74 19 CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL
- E. Key Personnel Names: Within fifteen (15) Days after the Notice to Proceed (NTP), the Contractor must submit a list of key personnel assignments of the Contractor and its subcontractors, including superintendent and other personnel in attendance at Project site. Identify individuals and their duties and responsibilities; list addresses and telephone numbers, including home and office telephone numbers. Provide names, addresses, and telephone numbers of individuals assigned as standbys in case of the absence of individuals assigned to Project.
1. Post copies of the list in Project meeting room, in temporary field office, and by each temporary telephone. Keep the list current at all times.
  2. In addition to Project superintendent, provide other administrative and supervisory personnel as required for proper performance of the Work. Include special personnel required for coordinating all operations by its subcontractors.

#### **1.6 PROJECT MEETINGS:**

- A. General: The Resident Engineer will hold regularly scheduled construction progress meetings at the site, at which time the Contractor and appropriate subcontractors must have their representatives present to discuss all details relative to the execution of the work. The Resident Engineer will preside over these meetings.
1. Agenda: Prior to each meeting, the Resident Engineer will consult with the Contractor and will prepare an agenda of items to be discussed. In general, after informal discussion of any item on the agenda, the Resident Engineer will summarize the discussion in a brief written statement, and the Contractor will then dictate a brief statement for the record.



2. Coordination: In addition to construction progress meetings called by the Resident Engineer, the Contractor must hold regularly scheduled meetings for the purpose of coordinating, expediting and scheduling the work in accordance with the master coordinated Job Progress Chart. The Contractor and its subcontractors, material suppliers or vendors whose presence is necessary, are required to attend. These meetings may, at the discretion of the Contractor, be held at the same place and immediately following the Project meetings held by the Resident Engineer. Minutes of these meetings must be recorded, typed and printed by the Contractor and distributed to all parties concerned.
- B. Preconstruction Kick-Off Meeting:
1. The Resident Engineer will schedule a preconstruction kick-off meeting either at DDC's main office or at the Project site to review responsibilities and personnel assignments and clarify the role of each participant. Unless otherwise directed, the Design Consultant will record and distribute meeting minutes.
  2. Attendees: Authorized representative of the Sponsor Agency; Design Consultant; the Contractor and its superintendents, subcontractor(s) and their superintendent(s); LEED sub-consultant and Commissioning Authority /Agent (CxA) as applicable and other concerned parties. All participants at the meeting must be familiar with the Project and authorized to conclude matters relating to the Contract Work.
  3. Agenda: Includes without limitation the following as applicable:
    - a. Establishing construction schedule;
    - b. Schedule for regular construction meetings;
    - c. Phasing;
    - d. Critical Work sequencing and long-lead items;
    - e. Designation of key personnel and their duties;
    - f. Reviewing application for payment and change order procedures;
    - g. Procedures for RFIs;
    - h. Review permits and approval requirements;
    - i. Review all recent administrative code reporting requirements relating to the Project, (i.e. LL 77, LL86 etc.);
    - j. Procedures for testing and inspecting;
    - k. Reviewing special conditions at the Project site;
    - l. Distribution of the Contract Documents;
    - m. Submittal procedures;
    - n. Safety procedures;
    - o. LEED requirements;
    - p. Commissioning requirements;
    - q. Preparation of record documents;
    - r. Historic Treatment requirements;
    - s. Use of the premises;
    - t. Work restrictions;
    - u. Sponsor Agency occupancy requirements;
    - v. Responsibility for temporary facilities, services, and controls;
    - w. Construction Waste Management and Disposal;
    - x. Indoor Air Quality Management Plan;





- y. Dust Mitigation Plan;
  - z. Office, work, and storage areas;
  - aa. Equipment deliveries and priorities;
  - bb. Security;
  - cc. Progress cleaning; and,
  - dd. Working hours;
- C. Construction Progress Meetings:
- 1. The Resident Engineer will schedule and conduct construction progress meetings at bi-weekly intervals or as otherwise determined. All participants at the meeting must be familiar with the Project and authorized to conclude matters relating to the Work. Unless otherwise directed, the Design Consultant will record and distribute meeting minutes.
  - 2. Attendees:
    - a. Design Consultant and applicable sub-consultants;
    - b. Sponsor Agency Representative;
    - c. Representatives from the Contractor, sub-contractor(s), suppliers or other entities involved in the current progress, planning, coordination or future activities of the Work; and,
    - d. Other appropriate DDC personnel, DDC consultants and concerned parties.
  - 3. Agenda: Includes without limitation the following:
    - a. Review the Construction Schedule and progress of the Work. Determine if the Work is on time, ahead of schedule or behind schedule. Determine actions to be taken to maintain or accelerate the schedule;
    - b. Review and approve prior meeting minutes and follow up open issues;
    - c. Coordinate work between each subcontractor;
    - d. Sequence of Operations;
    - e. Status of submittals, deliveries, and off-site fabrication;
    - f. Status of inspections and approvals by governing agencies;
    - g. Temporary facilities and controls;
    - h. Review Site Safety;
    - i. Quality and work standards;
    - j. Field observations;
    - k. Status of correction of deficient items;
    - l. RFI's;
    - m. Pending changes;
    - n. Status of outstanding payments and change orders;
    - o. LEED requirements including Construction Waste Management, Indoor Air Quality Plan, Dust Mitigation and Commissioning; and,
    - p. Status of Administrative Code reporting requirements related to the Project.
- D. Preinstallation Conferences:
- 1. The Contractor will conduct a preinstallation conference at project site before each construction activity when required by other specification Sections and when required for coordination with other construction.
  - 2. Attendees:



- a. Contractor and its superintendents
- b. Applicable subcontractor(s)
- c. Representatives of manufacturers and fabricators involved in or affected by the installation and its coordination or integration with other materials and installations that have preceded or will follow.
3. Advise the Commissioner of scheduled preinstallation conference meeting dates.
4. Agenda: Review progress of other construction activities and preparations for the particular activity under consideration, including requirements for the following:
  - a. Contract Documents
  - b. Related RFI's
  - c. Deliveries
  - d. Submittals
  - e. Review of mockups
  - f. Possible conflicts
  - g. Compatibility requirements
  - h. Time schedules
  - i. Weather limitations
  - j. Manufacturer's written instructions
  - k. Warranty requirements
  - l. Compatibility of materials
  - m. Acceptability of substrates
  - n. Temporary facilities and controls
  - o. Space and access limitations
  - p. Testing and inspecting requirements
  - q. Installation procedures
  - r. Coordination with other work
  - s. Required performance results
  - t. Protection of adjacent work

#### **1.7 REQUESTS FOR INFORMATION (RFI):**

- A. Procedure: Immediately on discovery of the need for information or interpretation of the Contract Documents, and if not possible to request interpretation at Project meeting, the Contractor must prepare and submit an RFI in the form specified by the Resident Engineer.
  1. RFI must originate with the Contractor. RFIs submitted by entities other than Contractor will be returned with no response.
  2. Coordinate and submit RFI in a prompt manner to the Resident Engineer so as to avoid delays in Contractor's Work or Work of its subcontractors.
  3. RFI Log: The Contractor must prepare, maintain, and submit a tabular log of RFIs organized by the RFI number monthly to the Resident Engineer, or more frequently if directed by the Resident Engineer.
  4. On receipt of responses and action to the RFI, the Contractor must update the RFI log and immediately distribute the RFI response to affected parties. Review response(s) and notify the Resident Engineer immediately if the Contractor disagrees with response(s).



**1.8 CORRESPONDENCE:**

- A. Copies of all correspondence to DDC must be sent directly to the Resident Engineer at the job site.

**1.9 CONTRACTOR'S DAILY REPORTS:**

- A. The Contractor must prepare and submit Daily Construction Progress Reports as outlined in Section 01 32 00 CONSTRUCTION PROGRESS DOCUMENTATION.

**PART II – PRODUCTS (Not Used)**

**PART III – EXECUTION (Not Used)**

**END OF SECTION 01 31 00**



**Department of  
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**SECTION 01 32 00  
CONSTRUCTION PROGRESS DOCUMENTATION**

**PART I – GENERAL**

**1.1 RELATED DOCUMENTS:**

- A. The following documents apply to all required Work for the Project: (1) the Contract Drawings, (2) the Specifications, (3) the General Conditions, (4) the Addendum, and (5) the Contract [City of New York Standard Construction Contract].

**1.2 SUMMARY**

- A. This Section includes administrative and procedural requirements for establishing an effective base line schedule for the Project and documenting the progress of construction during performance of the Work by developing and revising as necessary, various documents including but not limited to the following:
  - 1. Submittals schedule
  - 2. Daily construction reports
  - 3. Material location reports
  - 4. Field condition reports
  - 5. Special reports
  
- B. RELATED SECTIONS:
 

<ul style="list-style-type: none"> <li>1. Section 01 10 00</li> <li>2. Section 01 32 22</li> <li>3. Section 01 32 16.10</li> <li>4. Section 01 32 16.20</li> <li>5. Section 01 32 16.30</li> <li>6. Section 01 33 00</li> <li>7. Section 01 40 00</li> </ul>	<ul style="list-style-type: none"> <li>SUMMARY</li> <li>PHOTOGRAPHIC DOCUMENTATION</li> <li>PROJECT SCHEDULES (METHOD A)</li> <li>PROJECT SCHEDULES (METHOD B)</li> <li>PROJECT SCHEDULES (METHOD C)</li> <li>SUBMITTAL PROCEDURES</li> <li>QUALITY REQUIREMENTS</li> </ul>
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**1.3 DEFINITIONS:**

- A. Refer to Article 2 of the Contract for definition of terms, words and expressions used in the General Conditions not otherwise defined herein.
  
- B. Design Consultant: "Design Consultant" must mean the entity responsible for providing design services for the Project, including without limitation, preparing the construction documents (drawings and specifications) and providing services in connection with such documents during construction. The entity serving as the "Design Consultant" may be a corporation, firm, partnership, joint venture, individual or combination thereof. Such entity may be either an employee(s) of the City or an entity engaged by the City to provide such services.



## **PART II – PRODUCTS**

### **2.1 SUBMITTALS SCHEDULE:**

- A. Preparation: The Contractor must submit a schedule of submittals, arranged in chronological order by dates required by the construction schedule. Include time required for review, re-submittal, ordering, manufacturing, fabrication, and delivery when establishing dates. The Submittals Schedule must show all of the following types of submittals:
1. Shop and Coordination Drawings
  2. Material Samples
  3. Catalog Cuts
  4. Test and Evaluation Reports
  5. Field Test Reports
  6. Sample Warranties
  7. Certificates
  8. Qualification Data
  9. Closeout Submittals
- B. Submittals: At the kick-off meeting, the Contractor must have a preliminary Submittals Schedule, and must review this Schedule with the Resident Engineer and the Design Consultant. Within ten (10) Days after the kick-off meeting, the Contractor must complete the Submittals Schedule, including all submission dates, required delivery dates, and fabrication times. The Contractor must include an updated Submittals Schedule with all Progress Payment applications.
- C. Review: The Resident Engineer will review the Submittals Schedule submitted by the Contractor. Upon acceptance, the Resident Engineer will date and sign the schedule as approved and transmit it to the Design Consultant, Contractor, and others within DDC as the Resident Engineer deems appropriate. If so directed by the Commissioner, the Contractor must revise the Submittals Schedule to indicate a submission date for specified shop drawings and/or material samples within sixty (60) Days after the kick-off meeting. The Contractor must resubmit the Submittals Schedule as necessary to include all review comments.

### **2.2 REPORTS:**

- A. Daily Construction Reports: The Contractor must submit to the Resident Engineer written Daily Construction Reports at the end of each day that work was performed, recording basic information such as the date, day, weather conditions, and contract days passed, remaining contract duration/days and the following information concerning the Project.

Information: The reports must be prepared by the Contractor's Superintendent and must bear the Contractor's Superintendent's signature. Each report must contain the following information:

1. List name of Contractor, subcontractors, their work force in each category, and details of activities performed;
2. The type of materials and/or major equipment being installed by the Contractor and/or by each subcontractor;
3. The major construction equipment being used by the Contractor and/or subcontractors;
4. Material and Equipment deliveries;
5. High and low temperatures and general weather conditions;
6. Accidents;
7. Meetings and significant decisions;
8. Unusual events;
9. Stoppages, delays, shortages, and losses;
10. Meter readings and similar recordings;



11. Emergency procedures;
12. Orders and/or requests of authorities having jurisdiction;
13. Approved Change Orders received and implemented;
14. Field Orders and Directives received and implemented;
15. Services connected and disconnected;
16. Equipment or system tests and startups;
17. Partial Completion(s) and occupancies; and,
18. Substantial Completion(s) authorized;

NOTE: If there is NO ACTIVITY at site, a daily report indicating so and the reason for no activity at the site must be submitted.

- B. Material Location Reports: The Contractor must submit a Material Location Report at weekly OR monthly intervals as determined and established by the Resident Engineer. Such report must include a comprehensive list of materials delivered to and stored at Project site. List must be cumulative, showing materials previously reported plus items recently delivered. Include with list a statement of progress on and delivery dates for materials or items of equipment fabricated or stored away from Project site.
- C. Field Condition Reports: Immediately on discovery of a difference between field conditions and the Contract Documents, prepare and submit a detailed report. Submit a Request For Information (RFI) form with a detailed description of the differing conditions, together with recommendations for changing the Contract Documents.

### **2.3 SPECIAL REPORTS:**

- A. Accident report, incident report, special condition report for the conditions out of control of any party involved with the Project effecting Project progress, explaining impact on the Project schedule and cost if any.

### **PART III – EXECUTION (Not Used)**

**END OF SECTION 01 32 00**



**Department of  
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Division 01 – DDC STANDARD GENERAL CONDITIONS  
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**SECTION 01 32 16.10  
PROJECT SCHEDULES (METHOD A)**

**REFER TO THE ADDENDUM FOR THE APPLICABILITY OF SECTION 01 32 16.10**

**PART I – GENERAL**

**1.1 RELATED DOCUMENTS:**

- A. The following documents apply to all required work for the Project: (1) the Contract Drawings, (2) the Specifications, (3) the General Conditions, (4) the Addendum, and (5) the Contract [City of New York Standard Construction Contract].

**1.2 SUMMARY:**

- A. This section includes the following:
  - 1. Methods
  - 2. Definitions
  - 3. Preliminary, Baseline, and Project Schedule Preparation Timeline
  - 4. Preliminary Project Schedule Development
  - 5. Project Schedule
  - 6. Activity and Calendar Coding Structure
  - 7. Work Breakdown Structure (WBS)
  - 8. Major Milestones
  - 9. Short (Three-Week) Interval/Two-Week Look-Ahead
  - 10. Submittals
  - 11. Project Schedule Updating
  - 12. Time Impact Analysis

**1.3 METHODS:**

- A. The Contractor must comply with Project schedule development and updating requirements as specified herein.
  - 1. The Contractor must employ or retain the services of a Construction Scheduler with verifiable construction scheduling experience, subject to review and acceptance by the City. Upon request, the Contractor must provide the City with details of qualifications and experience of the proposed scheduling staff member(s).
  - 2. The Contractor must prepare, update, and maintain a detailed Project Schedule using a version of scheduling software that is compatible with the City's Oracle Primavera P6 Enterprise Project Portfolio Management (EPPM). All schedule submittals must be developed using Oracle's Primavera P6 EPPM software. Schedules must be developed using accepted CPM techniques using the precedence diagramming method (PDM). The Project Schedule must be developed following Defense Contract Management Agency (DCMA) and American Association of Cost Engineering International (AACE International) guidance. The Contractor will be required to use the Contractor's



own P6 license (whether single-user or Enterprise license), unless otherwise directed by the Commissioner. If directed by the Commissioner prior to the Notice to Proceed (NTP), the Contractor must use the Department’s P6 Enterprise license and develop the Progress Schedule within the Department’s Enterprise environment.

3. Once the Baseline Schedule is accepted by the City, progress updates to the Project Schedule must be submitted monthly, unless otherwise directed by the City, until Substantial Completion. The Data Date for the schedule updates must use the last Friday of the month, or as directed by the City.
4. The Contractor will be responsible for providing the monthly schedule updates once the Baseline Schedule is approved. Each monthly schedule update must be accompanied with a schedule narrative that explains the following:
  - a. The progress of work during that particular period of performance,
  - b. Any changes in schedule Logic,
  - c. The physical conditions that were used to update every Activities Percent Complete,
  - d. Any change in actual Start and Finish Dates,
  - e. Any Duration changes,
  - f. Any added and deleted Activities, and
  - g. Any added Extra Work (e.g. change orders).

**1.4 DEFINITIONS:**

- A. Refer to Article 2 of the Contract for definition of terms, words and expressions used in the General Conditions not otherwise defined herein.

<u>Term</u>	<u>Definition</u>
Activity	A representation of a discrete portion of the overall scope of Work or an event through Duration and description in a CPM schedule.
Baseline Schedule	The planned and detailed CPM schedule of Activities, including all Logic, Durations, Resource and Cost Loading, and showing the entire scope of Work. The Baseline Schedule must be accepted by the City.
Critical Path	The longest sequence of Activities in a network which establishes the minimum length of time for accomplishment of the end event of the Project.
Critical Path Method (CPM)	A management technique used to plan and control a Project which combines all relevant information into a single plan defining the sequence and Duration of operations and depicting the interrelationship of the Work elements required to complete the Project.
Current Schedule	The most recently updated schedule that captures progress to date and forecasts the dates for each Activity.
Data Date	The date used as a starting point for scheduling calculations. The Data Date is changed to the current end of period date when a schedule is updated for progress.
Duration	The amount of time, in workdays, an Activity will take to perform.



<u>Term</u>	<u>Definition</u>
Finish Date	The earliest estimated date an Activity is calculated to be complete, based on the estimated performance of all prior Activities to which the Activity is logically connected in a progressive relationship.
Free Float	The calculated amount of time that the estimated start or finish of an Activity can be delayed without impacting the start or finish of other downstream Activities logically connected in a progressive relationship. (See Finish Date and Late Finish).
Fragnet	Fragmentary network: a portion of a schedule detailing impacts of an event on specific Activities in the broader schedule.
Inclement Weather	Any weather condition, the duration of which varies in excess of the 3-year average published by the National Oceanic and Atmospheric Administration (NOAA) information for the local area.
Integrated Project Schedule	The Commissioner's overall schedule covering design, procurement and construction. The Commissioner will use the Contractor's Project Schedule to update the Integrated Project Schedule.
Late Finish	An estimate of the latest plausible date an Activity's completion can be postponed without rendering as unachievable the required completion of any downstream Milestones to which the Activity is Logically connected to in a progressive relationship.
Late Start	An estimate of the latest plausible date an Activity's start can be postponed without rendering as unachievable the required completion of any downstream Milestones to which the Activity is Logically connected to in a progressive relationship.
Logic	A direct progressive relationship between Activities where one Activity's performance restricts the performance of another Activity.
Milestone	A key or critical point in time for reference or measurement.
Network Diagram	A graphic diagram of a network schedule, showing Activities and Activity relationships.
Original Duration	The estimated amount of time, in Work Days, an Activity is expected to take to complete at the beginning of a Project as anticipated by the Contractor based on its planned means and methods at time of bid and documented in the Baseline Schedule.
Percent Complete	The percentage of the scope of Work represented by an Activity completed as of the Data Date calculated as physical percent complete for payment purposes.
Project Schedule	The Contractor's schedule used to manage the orderly and expeditious completion of the Work. The Project Schedule is initially the accepted Baseline Schedule, and is updated throughout the Project.
Remaining Duration	The amount of time, in Work Days, the remaining scope of Work represented by an Activity is expected to take to complete, measured from the current Data Date.



<u>Term</u>	<u>Definition</u>
Resource and Cost Loading	Values assigned for estimated dollars, manpower, equipment and/or materials necessary to complete the scope of Work represented by a specific Activity.
Recovery Schedule	A Recovery Schedule outlining and incorporating extraordinary efforts required to recover lost time with the aim of achieving completion of the Project within the stipulated contract Duration, plus authorized time extensions. In such case, special attention must be given to minimize delays as much as possible and must establish the nature of efforts; for instance, resources and equipment required, extended hours of work, weekend work, accelerated fabrication, required action(s) or effort(s) by the Contractor, its subcontractors, consultants, clients, end users and/or other concerned parties to recover the schedule.
Revised and/or Updated Schedule	A Baseline Schedule, Progress Project Schedule, or Recovery Schedule for the Project that shows the actual Duration of all the completed Activities, including Duration of and the reasons for delays, if any has occurred, AND revisions to all remaining Activities of the Contractor and its subcontractors, including changes, if any, to logical ties, interrelations and the sequence of each of the outlined Activities. Any such revisions should be shown on the row just below the approved schedule of the respective Activity so that revisions can be compared. The Revised and/or updated Schedule must be reviewed and approved by the City.
Start Date	The earliest estimated date an Activity is calculated to begin, based on the estimated performance of all prior Activities to which the Activity is logically connected in a progressive relationship.
Time Impact Analysis	A forward looking (prospective) schedule analysis used to forecast the impact to the Critical Path and to Milestone Finish Dates caused by a single event or series of events. Time Impact Analysis is not a retrospective (forensic) schedule analysis or a what-if schedule analysis of a potential event.
Total Float	The amount of time the start or finish of an Activity can be delayed without affecting the Project completion date.
Work Breakdown Structure (WBS)	WBS is a deliverable-oriented decomposition of a Project into smaller components. A WBS provides the necessary framework for detailed cost estimating and control along with providing guidance for schedule development and control.
Work Days (WD)	Work Days are every consecutive day in the calendar, excluding weekends (Saturday and Sunday) and holidays.

**1.5 PRELIMINARY, BASELINE, AND PROJECT SCHEDULE PREPARATION TIMELINE:**

- A. Upon receipt of the NTP, the Contractor must promptly prepare a preliminary Project Schedule and subsequently a Baseline Schedule and must submit for the City’s acceptance as follows:
  1. The preliminary Project Schedule must be submitted no later than fifteen (15) Days after NTP.
  2. The initial submittal of the Baseline Schedule must be provided to the City for review no later than thirty (30) Days after NTP.



3. The Contractor must incorporate all corrections and revisions required by the City and provide an updated version of the Baseline Schedule for review and acceptance no later than sixty (60) Days after NTP to ensure that the Baseline Schedule is accepted. The sixty (60) Days must include fourteen (14) Days review times for each submittal of the Baseline Schedule.
4. Once accepted, the Baseline Schedule will be the basis of Project Schedule updates.

#### **1.6 PRELIMINARY PROJECT SCHEDULE DEVELOPMENT:**

- A. The preliminary Project Schedule must be a detailed plan (division level per Construction Specifications Institute (CSI) MasterFormat) of all operations, including submittals, permitting, testing, and construction Activities, for either the first ninety (90) Days after NTP or to the point where the Contractor plans to mobilize on site (whichever is greater). This submittal will also depict a summary level (section level per CSI MasterFormat) schedule of the major Activities for the remainder of the Work.
  1. All Activities for Contractor mobilization, procurement, and construction Activities within the first sixty (60) Days, including permits and submittals. All remaining work forecasted after the first sixty (60) Days must be summarized through the Contract's completion date.
  2. All submittal and procurement Activities for long lead items.
  3. The Project's Critical Path.
  4. An electronic copy of the schedule in either MS Project (.MPP) or Primavera P6 Professional Format (.XER).
- B. The preliminary Project Schedule will be reviewed by the City and returned with comments, as necessary, within fourteen (14) Days of submittal receipt. Information from the preliminary Project Schedule will be the general foundation for development of the Baseline Schedule.

#### **1.7 PROJECT SCHEDULE:**

- A. The Baseline Schedule must show the sequence in which the Contractor proposes to perform the Work, and account for all major and intermediate Milestone Activities, phasing, restrictions of access, availability of work areas and the availability and use of labor, materials, and equipment.
- B. After the Baseline Schedule is approved, the Project Schedule must be the Contractor's working schedule and must be used to plan, organize, execute, and track the Project. The Project Schedule is the primary vehicle used to report actual performance, progress, and convey the Contractor's execution plan to complete the Work.
- C. The Project Schedule must show the sequence in which the Contractor proposes to perform the Work, and account for all major and intermediate Milestone Activities, phasing, restrictions of access, availability of work areas and the availability and use of labor, materials, and equipment.
- D. The Project Schedule must be the Contractor's working schedule used to plan, organize, execute, and track the Project. The Project Schedule is the primary vehicle used to report actual performance, progress, and convey the Contractor's execution plan to complete all remaining Work.
- E. All delay claims must be based on the current approved updates of the Project Schedule.
- F. The Contractor must confirm in writing that all subcontractors performing any portion of the Work are in agreement with the accepted Baseline Schedule and the monthly updates.
- G. The amount of detail represented in the Baseline and Project Schedule and supporting documents submitted must, at a minimum, include the following items:



# Department of Design and Construction

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1. Contract Milestones must be identified and included in the Baseline and Project Schedule.
  2. All submittal, owner review & approval, purchase, manufacture, and delivery Activities for all major materials and equipment.
  3. Deliveries of owner-furnished equipment and/or materials.
  4. Preparation, submittal, and approval of drawings, material samples, and safety plans.
  5. Preparation, submittal, review, and approval of permits required by all regulatory agencies and other third parties.
  6. Performance of tests, submission of test reports, and approval of test results.
  7. Commissioning Activities for all commissioned systems and equipment is to be clearly delineated and scheduled such that they will be completed prior to Substantial Completion. Such Activities must include, at a minimum, Pre-Functional testing and check sheets; Testing, Adjusting, and Balancing (TAB) verification; Functional Testing, including testing of all controls; and Owner's demonstration and orientation.
  8. Completion dates of all items required for phased completion (if applicable).
  9. Completion dates of all items required for Substantial Completion.
  10. Completion dates of all items required to obtain a Temporary Certificate of Occupancy (TCO) and Certificate of Occupancy (CO).
  11. Completion dates for close-out of regulatory and punch list items prior to Final Acceptance and transfer of the Project.
  12. Any additional detail requested by the Commissioner.
- H. Activities identified in the Baseline and Project Schedule must have the Duration in units of whole Work Days. Construction Activity Durations must not exceed twenty (20) Work Days unless specifically approved by the City. This is to ensure that Activities are not generalized and that each Activity and sub-Activity are defined as narrowly as reasonable to facilitate schedule tracking. Durations for non-construction Activities such as procurement of materials, delivery of equipment, concrete curing, etc., may exceed twenty (20) Work Days without prior approval; however, these are still subject to review by the City. Durations must be based on the available resources required for performing each Activity and must be the result of definitive labor hours using established production rates, and with consideration of on-site working conditions. If requested by the City, the Contractor must justify the reasonableness of a planned Duration.
- I. Activity descriptions must use plain language that clearly and uniquely defines each Activity. Each description must include a verb or work function (e.g. submit, form, pour, etc.), an object (e.g. slab, foundation, etc.) and, for any construction Activities, a specific location. The Work related to each Activity must be limited to one responsibility and one trade.
- J. Activity relationships must be assigned to clearly establish predecessor and successor relationships to each Activity. Open-ended Activities are not permitted with the exception of the first and last Activity in the network, the first Activity being NTP and the last being Final Acceptance. The use of relationship lag times is discouraged and only permitted with prior approval by the City. The use of negative lag is never permitted.
- K. Activity constraint dates are only to be used to reflect contractual constraints unless specifically authorized by the City.
- L. Float or slack, in any schedule, must not be for the exclusive use or benefit of either the City or the Contractor, but must be available for use by both the City and the Contractor.
- M. Each resubmittal after the Project Schedule is delivered for acceptance must comply with all requirements of this section. Review and response by the City will be given within fourteen (14) Days after resubmission. The Contractor's receipt of the comments within the time specified must not, in any way, affect the Contractor's responsibility to complete the Project within the time fixed in Schedule A.
- N. Failure by the City to return comments or indicate acceptance status will in no way relieve the Contractor's obligation to submit monthly schedule updates.



- O. At the request of the City, the Contractor must be required to make a presentation to explain or clarify the intended logical sequence of construction Activities depicted in the detailed Project Schedule. The Contractor and designated scheduler must discuss anticipated challenges and outline construction methodology and flow of work to show how and when major Milestones will be achieved. In addition, the Contractor may, at no cost to the City, be required to participate in additional Project meetings necessary to obtain acceptance of the above-noted submittals.

**1.8 ACTIVITY AND CALENDAR CODING STRUCTURE:**

- A. The Baseline and Project Schedules must contain a sufficient number of Activities to represent adequate planning and execution of the Work so that it shows an accurate flow of work and demonstrates an understanding of the Project by the Contractor.
- B. Activity ID and Calendar Coding
  - 1. The Contractor’s proposed Activity and calendar coding and must be submitted with the preliminary Project Schedule. A meeting may be requested by the City to discuss the scheme and other schedule information prior to the submittal of the Project Schedule. The accepted coding scheme and WBS Structure must be incorporated into the Project Schedule.
- C. Activity ID Coding
  - 1. All Activities/ Resources/ Calendars (Baseline and Project Schedules) must be coded inside the P6 Project Environment / Project Level (NOT the Global Environment/ Enterprise Level) to facilitate selection, sorting and preparation of reports.
  - 2. Activity coding must consist of the Project ID followed by a dash, followed by Activity coding (PROJECT ID-ACTIVITY CODE). Activity codes must be created at the Project level and must utilize the coding scheme outlined in the table below:

Activity Code	Meaning
RESP	<u>Responsibility</u> : Identify the party (e.g. Contractor, subcontractor, City, etc.) responsible for the Activity.
PHAS	<u>Phase</u> : Breakdown of Activities in Milestones, pre-construction, procurement, construction and close-out Activities.
LOCN	<u>Location</u> : Breakdown by floor or elevation.
AREA	<u>Area</u> : Breakdown by room, area, block or wing. May be used as a subdivision of PHAS to include Milestones, permits, subcontractor approvals, submittals, fabrication and delivery, and subdivision of the Site and buildings into Logical modules, such as by blocks, wings, etc.
TRAD	<u>Trade</u> : Breakdown by CSI Code or section number in the Specifications.

- a. Description of schedule Activities must include terminology that represents the scope of work associated with that particular Activity. Terminology used to describe similar actions must be consistent across all segments of work.
- b. Naming convention for schedule Activities must be descriptive and indicate the associated work covered by the Activity. Activities must use a verb, noun, and location of the work in the Activity name.



3. Project Calendar Coding
  - a. All calendars created and assigned to Activities must be Project-level calendars. The Calendar Name must consist of the Project ID number followed by a dash, followed by a descriptive Calendar Name (PROJECT ID-CALENDAR NAME).

#### **1.9 WORK BREAKDOWN STRUCTURE:**

- A. Structure must be submitted with the preliminary Project Schedule. The levels (nodes) must include, but not be limited to:
  1. LEVEL 01 – The Project Level.
  2. LEVEL 02 – Contains a minimum of four (4) nodes: Pre-Construction, Procurement, Construction or Phase of Construction, and Closeout.
  3. LEVEL 03 – Decomposition of each of the four (4) nodes in Level 02 into its constituent parts. This level must target specific, tangible, deliverable scopes of Project Work.
- B. The Contractor's proposed WBS must be submitted with the preliminary Project Schedule. The accepted WBS Structure must be incorporated into the Baseline and Project Schedule.

#### **1.10 MAJOR MILESTONES:**

- A. The schedule must include both contractual and non-contractual Milestones that are provided by the City. These Milestones must be properly associated with the related Work and maintained to represent the progress of the Project.

#### **1.11 SHORT (THREE-WEEK) INTERVAL / TWO-WEEK LOOK-AHEAD:**

- A. On a bi-weekly basis, the Contractor must provide a three (3) week short interval schedule in a format satisfactory to the City. The purpose of this schedule is to report the actual progress of the past week against the previous short interval look-ahead Activities and add any additional Activities planned for the next two (2) weeks. Electronic files and hard copies must be provided to the City on the first day of each work week with the prior week's actual progress included.
- B. Each task listed on the short interval schedule must be representative of the most current Project Schedule Update and include a reference to an Activity shown on the current update.

#### **1.12 SUBMITTALS:**

- A. General
  1. Development of the Baseline Schedule and updating of the Project Schedule must follow the DCMA and AACE International guidelines.
  2. Each electronic submission of the Project Schedule must be assigned a unique file name consisting of the Project ID (as noted on the NTP followed by a dash followed by a unique file name clearly marked (i.e. ProjID- B000 = B/L rev0, ProjID-B001 = B/L rev01 etc.) to indicate the specific submission. Similarly, update submittals must be named ProjID-Uxxx where xxx is a sequential number, starting with 001, indicating the revision or issue number.
  3. The Contractor must provide all submittals in electronic format and two hard copies.
- B. Preliminary Project Schedule





1. For acceptance of the preliminary Project Schedule, the Contractor must submit the following:
  - a. Two (2) 11" x 17" hard copies of the proposed preliminary Project Schedule, as well as the native electronic schedule data file, in .XER file format, per the direction of the City.
  - b. A Schedule Narrative Report detailing the Contractor's initial plan for executing the Contract work within the allotted Contract Duration, and include the following explanation of their provided preliminary schedule:
    - i. The proposed WBS;
    - ii. All proposed Project Calendars;
    - iii. All proposed Activity Codes, clearly defined;
    - iv. The proposed Activity ID format; and
    - v. Schedule basis narrative, which must memorialize assumptions made in the development of the schedule.

**C. Baseline Schedule**

1. The City will normally return comments within ten (10) Work Days after receipt of the initial Project Schedule Submission. If any of the required submissions are returned to the Contractor for corrections or revisions, they must be resubmitted within five (5) Work Days from receipt of comments. Each resubmittal must comply with the requirements enumerated above. Review and response by the City will be given within ten (10) Work Days after resubmission.
2. At the request of the City, the Contractor will be required to participate in Project meetings necessary to obtain an acceptance of the above noted submittals.
3. Baseline Schedule submittal must contain a Narrative Report. It must include the following, or as directed by the City:
  - a. A description of the Project scope and how the Work is represented in the schedule Activities;
  - b. A description of the overall sequence of major components of Work;
  - c. Planned work week for each definable feature of work;
  - d. Description of the Critical Path and near Critical Paths;
  - e. How weather will be accommodated in the schedule, including a description of the weather calendar and the Activities it is applied to, and the NOAA Inclement Weather data that defined the number of non-work days;
  - f. How regulatory, operational or third-party constraints are accommodated in the schedule;
  - g. Description of key Project coordination points or events;
  - h. Discussion of long lead items and basis of time frames for submittals; and
  - i. Potential opportunities and risks, including quantification of the schedule reduction or expansion.

**D. Project Schedule Updates**

1. Every schedule submittal must be provided with a corresponding narrative. These schedule submittals and narratives are to be submitted in hard copy, as well as in the native electronic format, as attachments to emails or other media accepted by the City. When opened, the electronic format must provide flawless restoration of the native files (P6 (.XER) for Primavera and MS Word and/or Adobe Acrobat for Narrative and supporting document submittals).



# Department of Design and Construction

Division 01 – DDC STANDARD GENERAL CONDITIONS  
SINGLE CONTRACT PROJECTS  
Issue Date: July 1, 2022

2. For each submittal of the updated Project Schedule, the following layouts, reports, and graphics are required in the specified formats, unless otherwise directed by the City:
  - a. The Contractor must furnish two (2) 11" x 17" color hard copies of the complete progress schedule with each initial schedule update and final update incorporating comments furnished by the City. Additionally, the Contractor must provide the native electronic schedule data file, in .XER file format with the initial and final schedule update submission.
  - b. An Activity bar chart Layout grouped by Activity Code and then sorted by Start Date, Finish Date, and then Total Float.
  - c. Each Activity line must display the Activity ID (Act ID), Description (Name), Original Duration (OD), Remaining Duration (RD), Start Date (ES), Finish Date (EF), and Total Float (TF), Baseline Original Duration (BL OD) Baseline Start (BL Start), Baseline Finish (BL Fin), Baseline Total Float (BL TF).
  - d. An Activities progress bar must show both current progress update ES and EF, and baseline ES and EF. The top line of the bar chart area must contain the updated ES and EF; the second line below must depict the accepted baseline ES and EF dates.
3. The City may request additional standard P6 reports from time to time at no additional cost.
4. The Monthly Update submittal must contain a Narrative Report. It must include the following, or as directed by the City:
  - a. Any changes to the schedule basis narrative;
  - b. Overall health of the Project;
  - c. Actual Activity Start Dates;
  - d. Actual Activity Finish Dates;
  - e. The physical conditions that were used to update Activities percent complete;
  - f. Percent of Work reported in place;
  - g. A description of the overall sequence of major components of Work;
  - h. Description of the Critical Path and near Critical Paths;
  - i. Description of key Project coordination points or events;
  - j. Discussion of long lead items and basis of time frames for submittals;
  - k. Potential opportunities and risks, including quantification of the schedule reduction or expansion;
  - l. Assumptions/exclusions made in the schedule;
  - m. Contract and Milestone completion date status:
    - i. Number of Days ahead or behind schedule and; and
    - ii. Days lost/gained compared with the previous update.
  - n. Lookahead report listing each Activity in the CPM schedule that is scheduled to be performed during the next reporting period;
  - o. Changes in Activity description, Logic, or Duration must be submitted as a separate Proposed Schedule and approved by the City prior to being submitted as an official update. Once allowed, said changes must be grouped and organized in the report in a manner that communicates in detail the rationale associated with each change and



the impact upon construction sequence, relationships and the Critical Path. A standard Digger Report is not sufficient to meet this requirement;

- p. Added/deleted Activities and the rationale associated with each action;
- q. Pending issues and status of other items;
- r. Permits;
- s. Contract modifications; and
- t. Extra Work, including change orders.

### **1.13 PROJECT SCHEDULE UPDATING:**

- A. The initial updating must take place immediately after the City accepts the Contractor's Baseline Schedule. The Data Date for the first update must not exceed seven (7) Days from the date of receipt of the accepted Baseline Schedule, or as directed by the City.
- B. Subsequent updates of the Project Schedule must be submitted monthly until Substantial Completion. The schedule Data Date must be the last Work Day of the period unless otherwise directed by the City. Updates must be provided to the City no later than seven (7) Days after the 'schedule Data Date'.
- C. Updates must reflect actual or reasonably anticipated progress as of the last Work Day of the period.
- D. The City may request meetings with the Contractor to review the Project Schedule and narrative and jointly verify Project health and information.
- E. In addition, the City may request meetings with the Contractor's scheduling representative to:
  - 1. Resolve out-of-sequence Logic.
  - 2. Should out-of-sequence progress occur where Activities have reported progress without predecessor Activities being completed, the Contractor must obtain the City's approval in a Proposed Schedule before revising the Logic ties to reflect the way the Work is actually being performed. Use of progress override by default mechanisms that may be included in CPM scheduling software systems will not be allowed except on a case-by-case basis with the approval of the City. A written explanation for each instance must be included in the monthly submittal narrative.
  - 3. Assess the impact, if any, of any pending change orders.
  - 4. Incorporate accepted time extensions.
  - 5. Review revised Logic (as-built and projected) and changes in Activity Duration, cost, and labor hours assigned.
- F. Contractor's failure to provide required scheduling information within the required timeframe or to adhere to the currently accepted schedule may result in rejection of all or a portion of the progress payment until such time as the required schedule information is submitted and accepted by the City.
- G. Delays to the Critical Path – Whenever it becomes apparent from the monthly CPM schedule update that delays to the Critical Path have occurred due to action or inaction of the Contractor, and as a result the date for Substantial Completion will not be met, the Contractor must promptly take some or all of the following actions at no additional cost to the City, unless otherwise directed by the City:
  - 1. Increase construction manpower in such quantities and crafts as will substantially eliminate the backlog of Work.



2. Increase the number of working hours per shift, shifts per day, or Work Days per week; the amount of construction equipment; the forms for concrete work; etc., or any combination of the foregoing to substantially eliminate the backlog of Work.
  3. Reschedule Activities to achieve maximum practical concurrence of accomplishment of Activities and comply with the revised schedule.
  4. Submit to the City for review a written statement of the steps the Contractor intends to take to remove or arrest the delay to the schedule.
  5. Add to its equipment and materials or construction forces, as well as increase the working hours, if operations for critical, less critical or non-critical Activities fall behind the Contractor's Baseline Schedule at any time during the construction period.
- H. The City may, at any time during the Project and at no additional cost to the City, require the Contractor to develop a more detailed schedule/ Fragnet than depicted in the Baseline Schedule to provide a clearer understanding of the effort needed to complete an Activity or group of Activities.
- I. If the City determines that either the Critical Path is in the negative by four (4) weeks, or that the Project's date for completion may be affected, the Contractor may be required, at no additional cost to the City, to prepare a Recovery Schedule. Such Recovery Schedule is subject to review and acceptance by the City. The Recovery Schedule must propose alternative methods, overtime, and other means available to the Contractor to recover the delays incurred to date.
- J. The Contractor must submit an "As-Built Schedule", as the last schedule update showing all Activities, with the exception of punch list and closeout tasks, at Substantial Completion. This schedule must reflect the exact manner in which the Project was actually constructed.

#### **1.14 TIME IMPACT ANALYSIS:**

- A. In addition to the requirements of the Standard Construction Contract Article 11, the Contractor must submit a Time Impact Analysis to the Engineer with all requests for time extension.
- B. The Time Impact Analysis must include a written narrative and supporting impact schedule Fragnet detailing the Project delays resulting from the alleged delay. The impact schedule Fragnet, separate and distinct from the Progress Schedule update, must demonstrate that the changes or anticipated delays affect Activities of the current accepted Progress Schedule. The impact schedule will be incorporated into the Progress Schedule only after it is accepted by the Commissioner and a time extension is approved. The Fragnet submitted as part of the Time Impact Analysis must illustrate the impact of these changes or delays on the date for Substantial Completion.

#### **PART II – PRODUCTS (Not Used)**

#### **PART III – EXECUTION (Not Used)**

**END OF SECTION 01 32 16.10**



**SECTION 01 32 16.20  
PROJECT SCHEDULES (METHOD B)**

**REFER TO THE ADDENDUM FOR THE APPLICABILITY OF SECTION 01 32 16.20**

**PART I – GENERAL**

**1.1 RELATED DOCUMENTS:**

- A. The following documents apply to all required work for the Project: (1) the Contract Drawings, (2) the Specifications, (3) the General Conditions, (4) the Addendum, and (5) the Contract [City of New York Standard Construction Contract].

**1.2 SUMMARY:**

- A. This section includes the following:
  - 1. Methods
  - 2. Definitions
  - 3. Preliminary, Baseline, and Project Schedule Preparation Timeline
  - 4. Preliminary Project Schedule Development
  - 5. Project Schedule
  - 6. Activity and Calendar Coding Structure
  - 7. Work Breakdown Structure (WBS)
  - 8. Major Milestones
  - 9. Short (Three-Week) Interval/Two-Week Look-Ahead
  - 10. Submittals
  - 11. Project Schedule Updating
  - 12. Time Impact Analysis

**1.3 METHODS:**

- A. The Contractor must comply with Project schedule development and updating requirements as specified herein.
  - 1. The Contractor must employ or retain the services of a Construction Scheduler with verifiable construction scheduling experience, subject to review and acceptance by the City. Upon request, the Contractor must provide the City with qualifications and experience of the proposed scheduling staff member(s).
  - 2. The Contractor must prepare, update, and maintain a detailed Project Schedule using a version of scheduling software that is compatible with the City's Oracle Primavera P6 Enterprise Project Portfolio Management (EPPM). All schedule submittals must be developed using Oracle's Primavera P6 EPPM software. Schedules must be developed using accepted CPM techniques using the Precedence Diagramming Method (PDM). The Project Schedule must be developed following Defense Contract Management Agency (DCMA) and American Association of Cost Engineering International (AACE International) guidance. The Contractor will be required to use



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the Contractor’s own P6 license (whether single-user or Enterprise license), unless otherwise directed by the Commissioner. If directed by the Commissioner prior to the Notice to Proceed (NTP), the Contractor must use the Department’s P6 Enterprise license and develop the Progress Schedule within the Department’s Enterprise environment.

3. Once the Baseline Schedule is accepted by the City, progress updates to the Project Schedule must be submitted monthly, unless otherwise directed by the City, until Substantial Completion. The Data Date for the schedule updates must use the last Friday of the month, or as directed by the City.
4. The Contractor will be responsible for providing the monthly schedule updates once the Baseline Schedule is approved. Each monthly schedule update must be accompanied with a schedule narrative that explains the following:
  - a) The progress of work during that particular period of performance;
  - b) Any changes in schedule Logic;
  - c) The physical conditions that were used to update every Activities Percent Complete;
  - d) Any change in actual Start and Finish Dates;
  - e) Any Duration changes;
  - f) Any added and deleted Activities; and,
  - g) Any added Extra Work (e.g., change orders).

**1.4 DEFINITIONS:**

- A. Refer to Article 2 of the Contract for definition of terms, words and expressions used in the General Conditions not otherwise defined herein.

<b><u>Term</u></b>	<b><u>Definition</u></b>
Activity	A representation of a discrete portion of the overall scope of Work or an event through Duration and description in a CPM schedule.
Baseline Schedule	The planned and detailed CPM schedule of Activities, including all Logic, Durations, Resource and Cost Loading, and showing the entire scope of Work. The Baseline Schedule must be accepted by the City.
Critical Path	The longest sequence of Activities in a network which establishes the minimum length of time for accomplishment of the end event of the Project.
Critical Path Method (CPM)	A management technique used to plan and control a Project which combines all relevant information into a single plan defining the sequence and Duration of operations and depicting the interrelationship of the Work elements required to complete the Project.
Current Schedule	The most recently updated schedule that captures progress to date and forecasts the dates for each Activity.
Data Date	The date used as a starting point for scheduling calculations. The Data Date is changed to the current end of period date when a schedule is updated for progress.
Duration	The amount of time, in workdays, an Activity will take to perform.



<u>Term</u>	<u>Definition</u>
Finish Date	The earliest estimated date an Activity is calculated to be complete, based on the estimated performance of all prior Activities to which the Activity is logically connected in a progressive relationship.
Free Float	The calculated amount of time that the estimated start or finish of an Activity can be delayed without impacting the start or finish of other downstream Activities logically connected in a progressive relationship. (See Finish Date and Late Finish).
Fragnet	Fragmentary network: a portion of a schedule detailing impacts of an event on specific Activities in the broader schedule.
Inclement Weather	Any weather condition, the duration of which varies in excess of the 3-year average published by the National Oceanic and Atmospheric Administration (NOAA) information for the local area.
Integrated Project Schedule	The Commissioner's overall schedule covering design, procurement, and construction. The Commissioner will use the Contractor's Project Schedule to update the Integrated Project Schedule.
Late Finish	An estimate of the latest plausible date an Activity's completion can be postponed without rendering as unachievable the required completion of any downstream Milestones to which the Activity is Logically connected to in a progressive relationship.
Late Start	An estimate of the latest plausible date an Activity's start can be postponed without rendering as unachievable the required completion of any downstream Milestones to which the Activity is Logically connected to in a progressive relationship.
Logic	A direct progressive relationship between Activities where one Activity's performance restricts the performance of another Activity.
Milestone	A key or critical point in time for reference or measurement.
Network Diagram	A graphic diagram of a network schedule, showing Activities and Activity relationships.
Original Duration	The estimated amount of time, in Work Days, an Activity is expected to take to complete at the beginning of a Project as anticipated by the Contractor based on its planned means and methods at time of bid and documented in the Baseline Schedule.
Percent Complete	The percentage of the scope of Work represented by an Activity completed as of the Data Date calculated as physical percent complete for payment purposes.
Project Schedule	The Contractor's schedule used to manage the orderly and expeditious completion of the Work. The Project Schedule is initially the accepted Baseline Schedule, and is updated throughout the Project.



<u>Term</u>	<u>Definition</u>
Remaining Duration	The amount of time, in Work Days, the remaining scope of Work represented by an Activity is expected to take to complete, measured from the current Data Date.
Resource and Cost Loading	Values assigned for estimated dollars, manpower, equipment and/or materials necessary to complete the scope of Work represented by a specific Activity.
Recovery Schedule	A Recovery Schedule outlining and incorporating extraordinary efforts required to recover lost time with the aim of achieving completion of the Project within the stipulated contract Duration, plus authorized time extensions. In such case, special attention must be given to minimize delays as much as possible and must establish the nature of efforts; for instance, resources and equipment required, extended hours of work, weekend work, accelerated fabrication, required action(s) or effort(s) by the Contractor, its subcontractors, consultants, clients, end users and/or other concerned parties to recover the schedule.
Revised and/or Updated Schedule	A Baseline Schedule, Project Schedule, or Recovery Schedule for the Project that shows the actual Duration of all the completed Activities, including Duration of and the reasons for delays, if any have occurred, AND revisions to all remaining Activities of the Contractor and its subcontractors, including changes, if any, to logical ties, interrelations and the sequence of each of the outlined Activities. Any such revisions should be shown on the row just below the approved schedule of the respective Activity so that revisions can be compared. The Revised and/or updated Schedule must be reviewed and approved by the City.
Start Date	The earliest estimated date an Activity is calculated to begin, based on the estimated performance of all prior Activities to which the Activity is logically connected in a progressive relationship.
Time Impact Analysis	A forward looking (prospective) schedule analysis used to forecast the impact to the Critical Path and to Milestone Finish Dates caused by a single event or series of events. Time Impact Analysis is not a retrospective (forensic) schedule analysis or a what-if schedule analysis of a potential event.
Total Float	The amount of time the start or finish of an Activity can be delayed without affecting the Project completion date.
Work Breakdown Structure (WBS)	WBS is a deliverable-oriented decomposition of a Project into smaller components. A WBS provides the necessary framework for detailed cost estimating and control along with providing guidance for schedule development and control.
Work Days (WD)	Work Days are every consecutive day on the calendar, excluding weekends (Saturday and Sunday) and holidays.

**1.5 PRELIMINARY, BASELINE, AND PROJECT SCHEDULE PREPARATION TIMELINE:**

- A. Upon receipt of the NTP, the Contractor must promptly prepare a preliminary Project Schedule and subsequently a Baseline Schedule and must submit for the City’s acceptance as follows:





1. Submit the Contractor's CPM Scheduler's qualifications to the City for approval within seven (7) Days after NTP. The City will respond to the submittal within seven (7) Days of the submittal receipt.
2. The preliminary Project Schedule must be submitted no later than twenty-one (21) Days after NTP.
3. The initial submittal of the Baseline Schedule must be provided to the City for review no later than forty-five (45) Days after NTP.
4. The Contractor must incorporate all corrections and revisions required by the City and provide an updated version of the Baseline Schedule for review and acceptance no later than seventy-five (75) Days after NTP to ensure that the Baseline Schedule is accepted no later than ninety (90) Days after the NTP. The ninety (90) Days must include fourteen (14) Days review time by the City for each submittal of the Baseline Schedule.
5. Once accepted, the Baseline Schedule will be the basis of Project Schedule updates.

**B. Remedies**

1. Preliminary Project Schedule: The City will take a credit of three thousand dollars (\$3,000) if the preliminary Project Schedule is not submitted within twenty-one (21) Days of the NTP.
2. Acceptable Baseline Schedule: The City will take a credit of five thousand dollars (\$5,000) if an acceptable Baseline Schedule is not submitted within ninety (90) Days of the NTP.
3. Monthly Progress Schedule updates: The City will take a credit of two thousand dollars (\$2,000) for each schedule update not submitted within the period it was due.
4. Scheduling Firm Services: If an acceptable Baseline Schedule is not provided by the Contractor within ninety (90) Days of the NTP or three (3) updates are not provided by the Contractor during the period they are due, the City may engage the services of a scheduling firm to develop a Project schedule or update an existing schedule. The total cost of such services will be deducted from the monies due to the Contractor.
  - a. Any schedules and updates developed by such scheduling firm are for the City's sole use and do not, in any way, represent an acceptance of responsibility by the City to schedule the Work or relieve the Contractor of the obligation to complete the Work within the Durations specified by the Contract.
5. The City will only accept the submitted information after all corrections have been made and all issues have been resolved. The City may find the Contractor in default if items required by this Section are incomplete.

**1.6 PRELIMINARY PROJECT SCHEDULE DEVELOPMENT:**

- A. The preliminary Project Schedule must be a detailed plan (division level per Construction Specifications Institute (CSI) MasterFormat) of all operations, including submittals, permitting, testing, and construction Activities, for either the first ninety (90) Days after NTP or to the point where the Contractor plans to mobilize on site (whichever is greater). This submittal will also depict a summary level (section level per CSI MasterFormat) schedule of the major Activities for the remainder of the Work.
- B. The preliminary Project Schedule will be reviewed by the City and returned with comments, as necessary, within fourteen (14) Days of submittal receipt. Information from the preliminary Project Schedule will be the general foundation for development of the Baseline Schedule.



**1.7 PROJECT SCHEDULE:**

- A. The Baseline Schedule must show the sequence in which the Contractor proposes to perform the Work, and account for all major and intermediate Milestone Activities, phasing, restrictions of access, availability of work areas and the availability and use of labor, materials, and equipment.
- B. After the Baseline Schedule is approved, the Project Schedule must be the Contractor's working schedule and must be used to plan, organize, execute, and track the Project. The Project Schedule is the primary vehicle used to report actual performance, progress, and convey the Contractor's execution plan to complete all of the Work.
- C. The Project Schedule must show the sequence in which the Contractor proposes to perform the Work, and account for all major and intermediate Milestone Activities, phasing, restrictions of access, availability of work areas and the availability and use of labor, materials, and equipment.
- D. The Project Schedule must be the Contractor's working schedule used to plan, organize, execute, and track the Project. The Project Schedule is the primary vehicle used to report actual performance, progress, and convey the Contractor's execution plan to complete all remaining Work.
- E. All delay claims must be based on the current approved updates of the Project Schedule.
- F. The Contractor must confirm in writing that all subcontractors performing any portion of the Work are in agreement with the accepted Baseline Schedule and the monthly updates.
- G. The amount of detail represented in the Baseline and Project Schedule and supporting documents submitted must, at a minimum, include the following items :
  - 1. Contract Milestones must be identified and included in the Baseline and Project Schedule.
  - 2. All submittal, owner review & approval, purchase, manufacture, and delivery Activities for all major materials and equipment.
  - 3. Deliveries of owner-furnished equipment and/or materials.
  - 4. Preparation, submittal, and approval of drawings, material samples, and safety plans.
  - 5. Preparation, submittal, review, and approval of permits required by all regulatory agencies and other third parties.
  - 6. Performance of tests, submission of test reports, and approval of test results.
  - 7. Commissioning Activities for all commissioned systems and equipment is to be clearly delineated and scheduled such that they will be completed prior to Substantial Completion. Such Activities must include, at a minimum, Pre-Functional testing and check sheets; Testing, Adjusting, and Balancing (TAB) verification; Functional Testing, including testing of all controls; and Owner's demonstration and orientation.
  - 8. Completion dates of all items required for phased completion (if applicable).
  - 9. Completion dates of all items required for Substantial Completion.
  - 10. Completion dates of all items required to obtain a Temporary Certificate of Occupancy (TCO) and Certificate of Occupancy (CO).
  - 11. Completion dates for close-out of regulatory and punch list items prior to Final Acceptance and transfer of the Project.
  - 12. Any additional detail requested by the Commissioner.



- H. Activities identified in the Baseline and Project Schedule must have the Duration in units of whole Work Days. Construction Activity Durations must not exceed twenty (20) work days unless specifically approved by the City. This is to ensure that Activities are not generalized and that each Activity and sub-Activity are defined as narrowly as reasonable to facilitate schedule tracking. Durations for non-construction Activities such as procurement of materials, delivery of equipment, concrete curing, etc., may exceed twenty (20) work days without prior approval; however, these are still subject to review by the City. Durations must be based on the available resources required for performing each Activity and must be the result of definitive labor hours using established production rates, and with consideration of on-site working conditions. If requested by the City, the Contractor must justify the reasonableness of a planned Duration.
- I. Activity descriptions must use plain language that clearly and uniquely define each Activity. Each description must include a verb or work function (e.g. submit, form, pour etc.) an object (e.g. slab, foundation, etc.) and, for any construction Activities, a specific location. The Work related to each Activity must be limited to one responsibility and one trade.
- J. Activity relationships must be assigned to clearly establish predecessor and successor relationships to each Activity. Open-ended Activities are not permitted with the exception of the first and last Activities in the network, the first Activity being NTP and the last being Final Acceptance. The use of relationship lag times is discouraged and only permitted with prior approval by the City. The use of negative lag is never permitted.
- K. Activity constraint dates are only to be used to reflect contractual constraints unless specifically authorized by the City.
- L. Float or slack in any schedule must not be for the exclusive use or benefit of either the City or the Contractor, but must be available for use by both the City and the Contractor.
- M. Each resubmittal after the Project Schedule is delivered for acceptance must comply with all requirements of this section. Review and response by the City will be given within fourteen (14) Days after resubmission. The Contractor's receipt of the comments within the time specified must not in any way affect the Contractor's responsibility to complete the Project within the time fixed in Schedule A.
- N. Failure by the City to return comments or indicate acceptance status will in no way relieve the Contractor's obligation to submit monthly schedule updates.
- O. At the request of the City, the Contractor must be required to make a presentation to explain or clarify the intended logical sequence of construction Activities depicted in the detailed Project Schedule. The Contractor and designated scheduler must discuss anticipated challenges and outline construction methodology and flow of work to show how and when major Milestones will be achieved. In addition, the Contractor may, at no cost to the City, be required to participate in additional Project meetings necessary to obtain acceptance of the above noted submittals.

#### **1.8 ACTIVITY AND CALENDAR CODING STRUCTURE:**

- A. The Baseline and Project Schedules must contain a sufficient number of Activities to represent adequate planning and execution of the Work so that it shows an accurate flow of work and demonstrates an understanding of the Project by the Contractor.
- B. Activity ID and Calendar Coding
  - 1. The Contractor's proposed Activity and calendar coding and must be submitted with the preliminary Project Schedule. A meeting may be requested by the City to discuss the scheme and other schedule information prior to the submittal of the Project Schedule. The accepted coding scheme and WBS Structure must be incorporated into the Project Schedule.



C. Activity ID Coding

1. All Activities/Resources/Calendars (Baseline and Project Schedules) must be coded inside the P6 Project Environment / Project Level (NOT the Global Environment/Enterprise Level) to facilitate selection, sorting and preparation of reports.
2. Activity coding must consist of the Project ID followed by a dash, followed by Activity coding (PROJECT ID-ACTIVITY CODE). Activity codes must be created at the Project level and must utilize the coding scheme outlined in the table below:

Activity Code	Meaning
RESP	<u>Responsibility</u> : Identify the party (e.g. Contractor, subcontractor, City, etc.) responsible for the Activity.
PHAS	<u>Phase</u> : Breakdown of Activities in Milestones, pre-construction, procurement, construction and close-out Activities.
LOCN	<u>Location</u> : Breakdown by floor or elevation.
AREA	<u>Area</u> : Breakdown by room, area, block or wing. May be used as a subdivision of PHAS to include Milestones, permits, subcontractor approvals, submittals, fabrication and delivery, and subdivision of the Site and buildings into Logical modules, such as by blocks, wings, etc.
TRAD	<u>Trade</u> : Breakdown by CSI Code or section number in the Specifications.

- a. Description of schedule Activities must include terminology that represents the scope of work associated with that particular Activity. Terminology used to describe similar actions must be consistent across all segments of work.
  - b. Naming convention for schedule Activities must be descriptive and indicate the associated work covered by the Activity. Activities must use a verb, noun, and location of the work in the Activity name.
3. Project Calendar Coding
- a. All calendars created and assigned to Activities must be Project-level calendars. The Calendar Name must consist of the Project ID number followed by a dash, followed by a descriptive Calendar Name (PROJECT ID-CALENDAR NAME).

**1.9 WORK BREAKDOWN STRUCTURE:**

- A. A multi-level hierarchal WBS must be incorporated in all P6 schedules. An initial, proposed WBS must be submitted with the preliminary Project Schedule. The levels (nodes) must include, but not be limited to:
1. LEVEL 01 – The Project Level.
  2. LEVEL 02 – Contains a minimum of four (4) nodes; Pre-Construction, Procurement, Construction or Phase of Construction, and Closeout.
  3. LEVEL 03 – Decomposition of each of the four (4) nodes in Level 02 into its constituent parts. This level must target specific, tangible, deliverable scopes of the Project Work.
- B. The Contractor's proposed WBS must be submitted with the preliminary Project Schedule. The accepted WBS must be incorporated into the Baseline and Project Schedule.



**1.10 MAJOR MILESTONES:**

- A. The schedule must include both contractual and non-contractual Milestones that are provided by the City. These Milestones must be properly associated with the related Work packages and maintained to represent the progress of the Project.

**1.11 SHORT (THREE-WEEK) INTERVAL / TWO-WEEK LOOK-AHEAD:**

- A. On a bi-weekly basis, the Contractor must provide a three (3) week short interval schedule in a format satisfactory to the City. The purpose of this schedule is to report the actual progress of the past week against the previous short interval look-ahead Activities and add any additional Activities planned for the next two (2) weeks. Electronic files and hard copies must be provided to the City on the first day of each work week with the prior week's actual progress included.
- B. Each Task listed on the short interval schedule must be representative of the most current Project Schedule Update and include a reference to an Activity shown on the current update.

**1.12 SUBMITTALS:**

- A. General
  - 1. Development of the Baseline Schedule and updating of the Project Schedule must follow the DCMA and AACE International guidelines.
  - 2. Each electronic submission of the Project Schedule must be assigned a unique file name consisting of the Project ID (as noted on the NTP followed by a dash followed by a unique file name clearly marked (i.e. ProjID- B000 = B/L rev0, ProjID-B001 = B/L rev01 etc.) to indicate the specific submission. Similarly, update submittals must be named ProjID-Uxxx where xxx is a sequential number, starting with 001, indicating the revision or issue number.
  - 3. The Contractor must provide all submittals in electronic format and two hard copies.
- B. Preliminary Project Schedule
  - 1. For acceptance of the preliminary Project Schedule the Contractor must submit the following:
    - a. Two (2) 11" x 17" hard copies of the proposed preliminary Project schedule, as well as the native electronic schedule data file, in .XER file format, per the direction of the City.
    - b. A Schedule Narrative Report detailing the Contractor's initial plan for executing the Contract work within the allotted Contract Duration, and include the following explanation of their provided preliminary schedule:
      - i. The proposed WBS;
      - ii. All proposed Project Calendars;
      - iii. All proposed Activity Codes, clearly defined;
      - iv. The proposed Activity ID format; and
      - v. Schedule basis narrative, which must memorialize assumptions made in the development of the schedule.
- C. Baseline Schedule
  - 1. The City will return comments within ten (10) Work Days after receipt of the initial Project Schedule Submission. If any of the required submissions are returned to the Contractor for corrections or revisions, they must be resubmitted within five (5) Work Days from receipt of



comments. Each resubmittal must comply with the requirements enumerated above. Review and response by the City will be given within ten (10) Work Days after resubmission.

2. At the request of the City, the Contractor will be required to participate in Project meetings necessary to obtain an acceptance of the above noted submittals.
3. Baseline Schedule submittal must contain a Narrative Report. It must include the following, or as directed by the City:
  - a. A description of the Project scope and how the Work is represented in the schedule Activities;
  - b. A description of the overall sequence of major components of Work;
  - c. Planned work week for each definable feature of work;
  - d. Description of the Critical Path and near Critical Paths;
  - e. Basis of Durations, described in terms of quantity and production rate;
  - f. How weather will be accommodated in the schedule, including a description of the weather calendar and the Activities it is applied to, and the NOAA Inclement Weather data that defined the number of non-Work Days;
  - g. How regulatory, operational or third-party constraints are accommodated in the schedule;
  - h. Description of key Project coordination points or events;
  - i. Discussion of long lead items and basis of time frames for submittals;
  - j. Description of anticipated means and methods for large quantity production Activities; and,
  - k. Potential opportunities and risks, including quantification of the schedule reduction or expansion.

**D. Project Schedule Updates**

1. Every schedule submittal must be provided with a corresponding narrative. These schedule submittals and narratives are to be submitted in hard copy, as well as in the native electronic format, as attachments to emails or other media accepted by the City. When opened, the electronic format must provide flawless restoration of the native files (P6 (.XER) for Primavera schedule files and MS Word and/or Adobe Acrobat for Narrative and supporting document submittals).
2. For each submittal of the updated Project Schedule, the following layouts, reports, and graphics are required in the specified formats, unless otherwise directed by the City:
  - a. The Contractor must furnish two (2) 11" x 17" hard copies of the complete progress schedule with each initial schedule update and final update incorporating comments furnished by the City. Additionally, the Contractor must provide the native electronic schedule data file, in .XER file format, with the initial and final schedule update submission.
  - b. An Activity bar chart layout grouped by Activity Code and then sorted by Start Date, Finish Date, and then Total Float.
  - c. Each Activity line must display the Activity ID (Act ID), Description (Name), Original Duration (OD), Remaining Duration (RD), Start Date (ES), Finish Date (EF), and Total Float (TF), Baseline Original Duration (BL OD) Baseline Start (BL Start), Baseline Finish (BL Fin), Baseline Total Float (BL TF).



- d. An Activities progress bar must show both current progress update ES and EF, and baseline ES and EF. The top line of the bar chart area must contain the updated ES and EF; the second line below must depict the accepted baseline ES and EF dates.
3. The City may request additional standard P6 reports from time to time at no additional cost.
4. The Monthly Update submittal must contain a Narrative Report. It must include the following, or as directed by the City:
  - a. Any changes to the schedule basis narrative
  - b. A discussion of progress through the update period and status of the Project with respect to completion of the schedule. The progress reporting must detail work Activities that relate to the Project's Critical Path and if these Activities are progressing as planned.
  - c. A discussion of changes, delays or other circumstances affecting Progress including identified risks and opportunities and the Contractor's strategy.
  - d. A listing and brief explanation of modifications to the previously submitted network including Logic changes and Activity additions, deletions or modifications.
  - e. An update on the status of long lead items and whether the item is on the Critical Path.
  - f. The Contractor must report on all out of sequence Activities, the cause of this deviation to plan, and the proposed resolution of this issue.
  - g. The Contractor must include an explanation of assumptions and exclusions made in developing the schedule update and narrative.
5. The Contractor must provide a copy of the computer file(s) in electronic format or other media accepted by the City. When opened, the electronic format must provide flawless restoration of the native files and an electronic copy of the Narrative Report.

### **1.13 PROJECT SCHEDULE UPDATING:**

- A. The initial updating must take place immediately after the City accepts the Contractor's Baseline Schedule. The Data Date for the first update must not exceed seven (7) Days from the date of receipt of the accepted Baseline Schedule, or as directed by the City.
- B. Subsequent updates of the Project Schedule must be submitted monthly until Substantial Completion. The schedule data date must be the last Work Day of the period unless otherwise directed by the City. Updates must be provided to the City no later than seven (7) Days after the 'schedule Data Date'.
- C. Updates must reflect actual or reasonably anticipated progress as of the last Work Day of the period.
- D. The City may request meetings with the Contractor to review the Project Schedule and Narrative and jointly verify Project health and information.
- E. In addition, the City may request meetings with the Contractor's scheduling representative to:
  1. Resolve out-of-sequence Logic;
  2. Should out-of-sequence progress occur where Activities have reported progress without predecessor Activities being completed, the Contractor must obtain the City's approval in a Proposed Schedule before revising the Logic ties to reflect the way the Work is actually being performed. Use of progress override by default mechanisms that may be included in CPM scheduling software systems will not be allowed except on a case-by-case basis with the approval of the City. A written explanation for each instance must be included in the monthly submittal narrative.
  3. Assess the impact, if any, of any pending change orders.
  4. Incorporate accepted time extensions.



5. Review revised Logic (as-built and projected) and changes in Activity Duration, cost, and labor hours assigned.
- F. Contractor's failure to provide required scheduling information within the required timeframe or to adhere to the currently accepted schedule may result in rejection of all or a portion of the progress payment until such time as the required schedule information is submitted and accepted by the City.
- G. Delays to the Critical Path – Whenever it becomes apparent from the monthly CPM schedule update that delays to the Critical Path have occurred due to action or inaction of the Contractor and, as a result, the date for Substantial Completion will not be met, the Contractor must promptly take some or all of the following actions at no additional cost to the City, unless otherwise directed by the City:
  1. Increase construction manpower in such quantities and crafts as will substantially eliminate the backlog of Work.
  2. Increase the number of working hours per shift, shifts per day, or Work Days per week; the amount of construction equipment; the forms for concrete work; etc., or any combination of the foregoing to substantially eliminate the backlog of Work.
  3. Reschedule Activities to achieve maximum practical concurrence of accomplishment of Activities and comply with the revised schedule.
  4. Submit to the City for review a written statement of the steps the Contractor intends to take to remove or arrest the delay to the schedule.
  5. Add to its equipment and materials or construction forces, as well as increase the working hours, if operations for critical, less critical or non-critical Activities fall behind the Contractor's Baseline Schedule at any time during the construction period.
- H. The City may, at any time during the Project and at no additional cost to the City, require the Contractor to develop a more detailed schedule/ Fragnet than depicted in the Baseline Schedule to provide a clearer understanding of the effort needed to complete an Activity or group of Activities.
- I. If the City determines that either the Critical Path is in the negative by four (4) weeks, or that the Project's date for completion may be affected, the Contractor may be required, at no additional cost to the City, to prepare a Recovery Schedule. Such Recovery Schedule is subject to review and acceptance by the City.
  1. The recovery schedule must propose alternative methods, overtime, and other means available to the Contractor to recover the delays incurred to date.
  2. The Recovery Schedule must be resource-loaded with manpower and equipment required to bring the date for Substantial Completion back into compliance.
- J. The Contractor must submit an "As-Built Schedule", as the last schedule update showing all Activities, with the exception of punch list and closeout tasks, at Substantial Completion. This schedule must reflect the exact manner in which the Project was actually constructed.





**1.14 TIME IMPACT ANALYSIS:**

- A. In addition to the requirements of the Standard Construction Contract Article 11, the Contractor must submit a Time Impact Analysis to the Engineer with all requests for time extension.
- B. The Time Impact Analysis must include a written narrative and supporting impact schedule Fragnet detailing the Project delays resulting from the alleged delay. The impact schedule Fragnet, separate and distinct from the Progress Schedule update, must demonstrate that the changes or anticipated delays affect Activities of the current accepted Progress Schedule. The impact schedule will be incorporated into the Progress Schedule only after it is accepted by the Commissioner and a time extension is approved. The Fragnet submitted as part of the Time Impact Analysis must illustrate the impact of these changes or delays on the date for Substantial Completion.

**PART II – PRODUCTS (Not Used)**

**PART III – EXECUTION (Not Used)**

**END OF SECTION 01 32 16.20**



**Department of  
Design and  
Construction**

Division 01 – DDC STANDARD GENERAL CONDITIONS  
SINGLE CONTRACT PROJECTS  
Issue Date: July 1, 2022

(No Text on This Page)



**SECTION 01 32 16.30  
PROJECT SCHEDULES (METHOD C)**

**REFER TO THE ADDENDUM FOR THE APPLICABILITY OF SECTION 01 32 16.30**

**PART I – GENERAL**

**1.1 RELATED DOCUMENTS:**

- A. The following documents apply to all required work for the Project: (1) the Contract Drawings, (2) the Specifications, (3) the General Conditions, (4) the Addendum, and (5) the Contract [City of New York Standard Construction Contract].

**1.2 SUMMARY:**

- A. This section includes the following:
  - 1. Methods
  - 2. Definitions
  - 3. Preliminary, Baseline, and Project Schedule Preparation Timeline
  - 4. Preliminary Project Schedule Development
  - 5. Project Schedule
  - 6. Activity and Calendar Coding Structure
  - 7. Work Breakdown Structure (WBS)
  - 8. Major Milestones
  - 9. Short (Three-Week) Interval/Two-Week Look-Ahead
  - 10. Submittals
  - 11. Project Schedule Updating
  - 12. Time Impact Analysis

**1.3 METHODS:**

- A. The Contractor must comply with Project schedule development and updating requirements as specified herein.
  - 1. The Contractor must employ or retain the services of a Construction Scheduler with verifiable construction scheduling experience, subject to review and acceptance by the City. Upon request, the Contractor must provide the City with qualifications and experience of the proposed scheduling staff member(s).
  - 2. The Contractor must prepare, update, and maintain a detailed Project Schedule using a version of scheduling software that is compatible with the City's Oracle Primavera P6 Enterprise Project Portfolio Management (EPPM). All schedule submittals must be developed using Oracle's Primavera P6 EPPM software. Schedules must be developed using accepted CPM techniques using the Precedence Diagramming Method (PDM). The Project Schedule must be developed following Defense Contract Management Agency (DCMA), and American Association of Cost Engineering International (AACE International) guidance. The Contractor will be required to use the Contractor's own P6 license (whether single-user or Enterprise



license), unless otherwise directed by the Commissioner. If directed by the Commissioner prior to the Notice to Proceed (NTP), the Contractor must use the Department’s P6 Enterprise license and develop the Progress Schedule within the Department’s Enterprise environment.

3. Once the Baseline Schedule is accepted by the City, progress updates to the Project Schedule must be submitted monthly, unless otherwise directed by the City, until Substantial Completion. The Data Date for the schedule updates must use the last Friday of the month, or as directed by the City.
4. The Contractor must be responsible for providing the monthly schedule updates once the Baseline Schedule is approved. Each monthly schedule update must be accompanied with a schedule narrative that explains the following:
  - a) The progress of work during that particular period of performance;
  - b) Any changes in schedule Logic;
  - c) The physical conditions that were used to update every Activities Percent Complete;
  - d) Any change in actual Start and Finish Dates;
  - e) Any Duration changes;
  - f) Any added and deleted Activities; and
  - g) Any added Extra Work (e.g., change orders).

**1.4 DEFINITIONS:**

- A. Refer to Article 2 of the Contract for definition of terms, words and expressions used in the General Conditions not otherwise defined herein.

<b><u>Term</u></b>	<b><u>Definition</u></b>
Activity	A representation of a discrete portion of the overall scope of Work or an event through Duration and description in a CPM schedule.
Baseline Schedule	The planned and detailed CPM schedule of Activities, including all Logic, Durations, Resource and Cost Loading, and showing the entire scope of Work. The Baseline Schedule must be accepted by the City.
Critical Path	The longest sequence of Activities in a network which establishes the minimum length of time for accomplishment of the end event of the Project.
Critical Path Method (CPM)	A management technique used to plan and control a project which combines all relevant information into a single plan defining the sequence and Duration of operations and depicting the interrelationship of the Work elements required to complete the Project.
Current Schedule	The most recently updated schedule that captures progress to date and forecasts the dates for each Activity.
Data Date	The date used as a starting point for scheduling calculations. The Data Date is changed to the current end of period date when a schedule is updated for progress.



<u>Term</u>	<u>Definition</u>
Duration	The amount of time, in workdays, an Activity will take to perform.
Finish Date	The earliest estimated date an Activity is calculated to be complete, based on the estimated performance of all prior Activities to which the Activity is logically connected in a progressive relationship.
Free Float	The calculated amount of time that the estimated start or finish of an Activity can be delayed without impacting the start or finish of other downstream Activities logically connected in a progressive relationship. (See Finish Date and Late Finish).
Fragnet	Fragmentary network: a portion of a schedule detailing impacts of an event on specific Activities in the broader schedule.
Inclement Weather	Any weather condition, the duration of which varies in excess of the 3-year average published by the National Oceanic and Atmospheric Administration (NOAA) information for the local area.
Integrated Project Schedule	The Commissioner's overall schedule covering design, procurement, and construction. The Commissioner will use the Contractor's Project Schedule to update the Integrated Project Schedule.
Late Finish	An estimate of the latest plausible date an Activity's completion can be postponed without rendering as unachievable the required completion of any downstream Milestones to which the Activity is Logically connected to in a progressive relationship.
Late Start	An estimate of the latest plausible date an Activity's start can be postponed without rendering as unachievable the required completion of any downstream Milestones to which the Activity is Logically connected to in a progressive relationship.
Logic	A direct progressive relationship between Activities where one Activity's performance restricts the performance of another Activity.
Milestone	A key or critical point in time for reference or measurement.
Network Diagram	A graphic diagram of a network schedule, showing Activities and Activity relationships.
Original Duration	The estimated amount of time, in Work Days, an Activity is expected to take to complete at the beginning of a project as anticipated by the Contractor based on its planned means and methods at time of bid and documented in the Baseline Schedule.
Percent Complete	The percentage of the scope of Work represented by an Activity completed as of the Data Date calculated as physical percent complete for payment purposes.



<u>Term</u>	<u>Definition</u>
Project Schedule	The Contractor’s schedule used to manage the orderly and expeditious completion of the Work. The Project Schedule is initially the accepted Baseline Schedule, and is updated throughout the Project.
Remaining Duration	The amount of time, in Work Days, the remaining scope of Work represented by an Activity is expected to take to complete, measured from the current Data Date.
Resource and Cost Loading	Values assigned for estimated dollars, manpower, equipment and/or materials necessary to complete the scope of Work represented by a specific Activity.
Recovery Schedule	A Recovery Schedule outlining and incorporating extraordinary efforts required to recover lost time with the aim of achieving completion of the Project within the stipulated contract Duration, plus authorized time extensions. In such case, special attention must be given to minimize delays and must establish the nature of efforts; for instance, resources and equipment required, extended hours of work, weekend work, accelerated fabrication, required action(s) or effort(s) by the Contractor, its subcontractors, consultants, clients, end users and/or other concerned parties to recover the schedule.
Revised and/or Updated Schedule	A Baseline Schedule, or Progress Project Schedule, or Recovery Schedule for the Project that shows the actual Duration of all the completed Activities, including Duration of and the reasons for delays, if any have occurred, AND revisions to all remaining Activities of the Contractor and its subcontractors, including changes, if any, to logical ties, interrelations and the sequence of each of the outlined Activities. Any such revisions should be shown on the row just below the approved schedule of the respective Activity so that revisions can be compared. The Revised and/or updated Schedule must be reviewed and approved by the City.
Start Date	The earliest estimated date an Activity is calculated to begin, based on the estimated performance of all prior Activities to which the Activity is logically connected in a progressive relationship.
Time Impact Analysis	A forward looking (prospective) schedule analysis used to forecast the impact to the Critical Path and to Milestone Finish Dates caused by a single event or series of events. Time Impact Analysis is not a retrospective (forensic) schedule analysis or a what-if schedule analysis of a potential event.
Total Float	The amount of time the start or finish of an Activity can be delayed without affecting the Project completion date.



<u>Term</u>	<u>Definition</u>
Work Breakdown Structure (WBS)	WBS is a deliverable-oriented decomposition of a Project into smaller components. A WBS provides the necessary framework for detailed cost estimating and control along with providing guidance for schedule development and control.
Work Days (WD)	Work Days are every consecutive day on the calendar, excluding weekends (Saturday and Sunday) and holidays.

**1.5 PRELIMINARY, BASELINE, AND PROJECT SCHEDULE PREPARATION TIMELINE:**

- A. Upon receipt of the NTP, the Contractor must promptly prepare a preliminary Project Schedule and subsequently a Baseline Schedule and must submit for the City’s acceptance as follows:
  - 1. Submit the Contractor’s CPM Scheduler’s qualifications to the City for approval within seven (7) Days after NTP. The City will respond to the submittal within seven (7) Days of the submittal receipt.
  - 2. The preliminary Project Schedule must be submitted no later than twenty-one (21) Days after NTP.
  - 3. The initial submittal of the Baseline Schedule must be provided to the City for review no later than forty-five (45) Days after NTP.
  - 4. The Contractor must incorporate all corrections and revisions required by the City and provide an updated version of the Baseline Schedule for review and acceptance no later than seventy-five (75) Days after NTP to ensure that the Baseline Schedule is accepted no later than ninety (90) Days after the NTP. The ninety (90) Days must include fourteen (14) Days review time by the City for each submittal of the Baseline Schedule.
  - 5. Once accepted, the Baseline Schedule will be the basis of Project Schedule updates.
- B. Remedies
  - 1. Preliminary Project Schedule: The City will take a credit of three thousand dollars (\$3,000) if the preliminary Project Schedule is not submitted within twenty-one (21) Days of the NTP.
  - 2. Acceptable Baseline Schedule: The City will take a credit of five thousand dollars (\$5,000) if an acceptable Baseline Schedule is not submitted within ninety (90) Days of the NTP.
  - 3. Monthly Progress Schedule updates: The City will take a credit of two thousand dollars (\$2,000) for each schedule update not submitted within the period it was due.
  - 4. Scheduling Firm Services: If an acceptable Baseline Schedule is not provided by the Contractor within ninety (90) Days of the NTP or three (3) updates are not provided by the Contractor during the period they are due, the City may engage the services of a scheduling firm to develop a Project schedule or update an existing schedule. The total costs of such services will be deducted from the monies due to the Contractor.
  - 5. Any schedules and updates developed by such scheduling firm are for the City’s sole use and do not, in any way, represent an acceptance of responsibility by the City to schedule the Work or relieve the Contractor of the obligation to complete the Work within the Durations specified by the Contract.



6. The City will only accept the submitted information after all corrections have been made and all issues have been resolved. The City may find the Contractor in default if items required by this Section are incomplete.

**1.6 PRELIMINARY PROJECT SCHEDULE DEVELOPMENT:**

- A. The preliminary Project Schedule must be a detailed plan (division level per Construction Specifications Institute (CSI) MasterFormat) of all operations, including submittals, permitting, testing, and construction Activities, for either the first ninety (90) Days after NTP or to the point where the Contractor plans to mobilize on site (whichever is greater). This submittal will also depict a summary level (section level per CSI MasterFormat) schedule of the major Activities for the remainder of the Work.
- B. The preliminary Project Schedule will be reviewed by the City and returned with comments, as necessary, within fourteen (14) Days of submittal receipt. Information from the preliminary Project Schedule will be the general foundation for development of the Baseline Schedule.

**1.7 PROJECT SCHEDULE:**

- A. The Baseline Schedule must show the sequence in which the Contractor proposes to perform the Work, and account for all major and intermediate Milestone Activities, phasing, restrictions of access, availability of work areas and the availability and use of labor, materials, and equipment.
- B. After the Baseline Schedule is approved, the Project Schedule must be the Contractor's working schedule and must be used to plan, organize, execute and track the Project. The Project Schedule is the primary vehicle used to report actual performance, progress, and convey the Contractor's execution plan to complete the Work.
- C. The Project Schedule must show the sequence in which the Contractor proposes to perform the Work, and account for all major and intermediate Milestone Activities, phasing, restrictions of access, availability of work areas and the availability and use of labor, materials, and equipment.
- D. The Project Schedule must be the Contractor's working schedule used to plan, organize, execute, and track the Project. The Project Schedule is the primary vehicle used to report actual performance, progress, and convey the Contractor's execution plan to complete all remaining Work.
- E. All delay claims must be based on the current approved updates of the Project Schedule.
- F. The Contractor must confirm in writing that all subcontractors performing any portion of the Work are in agreement with the accepted Baseline Schedule and the monthly updates.
- G. The amount of detail represented in the Baseline and Project Schedule and supporting documents submitted must, at a minimum, include the following, items:
  1. Contract Milestones must be identified and included in the Baseline and Project Schedule.
  2. All submittal, owner review & approval, purchase, manufacture, and delivery Activities for all major materials and equipment.
  3. Deliveries of owner-furnished equipment and/or materials.
  4. Preparation, submittal, and approval of drawings, material samples, and safety plans.
  5. Preparation, submittal, review, and approval of permits required by all regulatory agencies and other third parties.
  6. Performance of tests, submission of test reports, and approval of test results.





7. Commissioning Activities for all commissioned systems and equipment is to be clearly delineated and scheduled such that they will be completed prior to Substantial Completion. Such Activities must include, at a minimum, Pre-Functional testing and check sheets; Testing, Adjusting, and Balancing (TAB) verification; Functional Testing, including testing of all controls; and Owner's demonstration and orientation.
  8. Completion dates of all items required for phased completion (if applicable).
  9. Completion dates of all items required for Substantial Completion.
  10. Completion dates of all items required to obtain a Temporary Certificate of Occupancy (TCO) and Certificate of Occupancy (CO).
  11. Completion dates for close-out of regulatory and punch list items prior to Final Acceptance and transfer of the Project.
  12. Any additional detail requested by the Commissioner.
- H. Activities identified in the Baseline and Project Schedule must have the Duration in units of whole Work Days. Construction Activity Durations must not exceed twenty (20) Work Days unless specifically approved by the City. This is to ensure that Activities are not generalized and that each Activity and sub-Activity are defined as narrowly as reasonable to facilitate schedule tracking. Durations for non-construction Activities such as procurement of materials, delivery of equipment, concrete curing, etc. may exceed twenty (20) Work Days without prior approval; however, these are still subject to review by the City. Durations must be based on the available resources required for performing each Activity and must be the result of definitive labor hours using established production rates, and with consideration of on-site working conditions. If requested by the City, the Contractor must justify the reasonableness of a planned Duration.
- I. Activity descriptions must use plain language that clearly and uniquely defines each Activity. Each description must include a verb or work function (e.g. submit, form, pour etc.), an object (e.g. slab, foundation, etc.) and, for any construction Activities, a specific location. The Work related to each Activity must be limited to one responsibility and one trade.
- J. Activity relationships must be assigned to clearly establish predecessor and successor relationships to each Activity. Open-ended Activities are not permitted with the exception of the first and last Activities in the network, the first Activity being NTP and the last being Final Acceptance. The use of relationship lag times is discouraged and only permitted with prior approval by the City. The use of negative lag is never permitted.
- K. Activity constraint dates are only to be used to reflect contractual constraints unless specifically authorized by the City.
- L. Float or slack, in any schedule, must not be for the exclusive use or benefit of either the City or the Contractor, but must be available for use by both the City and the Contractor.
- M. Each resubmittal after the Project Schedule is delivered for acceptance must comply with all requirements of this section. Review and response by the City will be given within fourteen (14) Days after resubmission. The Contractor's receipt of the comments within the time specified must not, in any way, affect the Contractor's responsibility to complete the Project within the time fixed in Schedule A.
- N. Failure by the City to return comments or indicate acceptance status will in no way relieve the Contractor's obligation to submit monthly schedule updates.
- O. At the request of the City, the Contractor must be required to make a presentation to explain or clarify the intended logical sequence of construction Activities depicted in the detailed Project Schedule. The Contractor and designated scheduler must discuss anticipated challenges and outline construction methodology and flow of work to show how and when major Milestones will be achieved. In addition,



the Contractor may, at no cost to the City, be required to participate in additional Project meetings necessary to obtain acceptance of the above-noted submittals.

- P. The Contractor must provide a Cost Flow Projection (CFP) summary covering from NTP to Final Acceptance. The CFP summary must match the expected billings for each period of performance.

**REFER TO THE ADDENDUM FOR THE APPLICABILITY OF SUB-SECTION 1.7.Q**

- Q. Schedule Cost and Resource Loading
  1. At the direction of the City, and at no additional cost to the City, a Project Schedule must be cost loaded within thirty (30) Days after acceptance of the Baseline Schedule.
  2. The Contractor must accurately load all Project Activities with direct field labor associated with the craft or trades required to complete that Activity. All labor must be noted in manhours required to complete the tasking. The Contractor must include in all Activities the hours required of for major pieces of equipment.
  3. All Resource ID's must have a unique identifier assigned by the Contractor, and approved by the City, so the Project-specific data can be separated from other data in the system.
  4. Cost loading must be accomplished by adding a single summary level cost loaded Activity in the Project Schedule. This Activity will allow initial generation and monthly updates of the planned value that is time-phased into monthly periods.
  5. The intent of the cost loading is to facilitate cost forecasting, tracking, and reporting of monthly cost projection. Every month, the cost loaded summary Activity must be updated with earned value for prior months and revised monthly forecast for future periods. If there is a significant difference between the actual cumulative monthly invoice and the cumulative planned value from the cost loaded Project Schedule for any reporting month, the Contractor must provide the City with the reason for variance in the schedule narrative.

**1.8 ACTIVITY AND CALENDAR CODING STRUCTURE:**

- A. The Baseline and Project Schedules must contain a sufficient number of Activities to represent adequate planning and execution of the Work so that it shows an accurate flow of work and demonstrates an understanding of the Project by the Contractor.
- B. Activity ID and Calendar Coding
  1. The Contractor's proposed Activity and calendar coding and must be submitted with the preliminary Project Schedule. A meeting may be requested by the City to discuss the scheme and other schedule information prior to the submittal of the Project Schedule. The accepted coding scheme and WBS Structure must be incorporated into the Project Schedule.
- C. Activity ID Coding
  1. All Activities/Resources/Calendars (Baseline and Project Schedules) must be coded inside the P6 Project Environment / Project Level (NOT the Global Environment/Enterprise Level) to facilitate selection, sorting and preparation of reports.
  2. Activity coding must consist of the Project ID followed by a dash, followed by Activity coding (PROJECT ID-ACTIVITY CODE). Activity codes must be created at the Project level and must utilize the coding scheme outlined in the table below:



Activity Code	Meaning
RESP	<u>Responsibility</u> : Identify the party (e.g. Contractor, subcontractor, City, etc.) responsible for the Activity.
PHAS	<u>Phase</u> : Breakdown of Activities in Milestones, pre-construction, procurement, construction and close-out Activities.
LOCN	<u>Location</u> : Breakdown by floor or elevation.
AREA	<u>Area</u> : Breakdown by room, area, block or wing. May be used as a subdivision of PHAS to include Milestones, permits, subcontractor approvals, submittals, fabrication and delivery, and subdivision of the Site and buildings into Logical modules, such as by blocks, wings, etc.
TRAD	<u>Trade</u> : Breakdown by CSI Code or section number in the Specifications.

- a. Description of schedule Activities must include terminology that represents the scope of work associated with that particular Activity. Terminology used to describe similar actions must be consistent across all segments of work.
  - b. Naming convention for schedule Activities must be descriptive and indicate the associated work covered by the Activity. Activities must use a verb, noun, and location of the work in the Activity name.
3. Project Calendar Coding
- a. All calendars created and assigned to Activities must be Project-level calendars. The Calendar Name must consist of the Project ID number followed by a dash, followed by a descriptive Calendar Name (PROJECT ID-CALENDAR NAME).

### 1.9 WORK BREAKDOWN STRUCTURE:

- A. A multi-level hierarchal WBS must be incorporated in all P6 schedules. An initial, proposed WBS must be submitted with the preliminary Project Schedule. The levels (nodes) must include, but not be limited to:
  1. LEVEL 01 – The Project Level.
  2. LEVEL 02 – Contains a minimum of four (4) nodes: Pre-Construction, Procurement, Construction or Phase of Construction, and Closeout.
  3. LEVEL 03 – Decomposition of each of the four (4) nodes in Level 02 into its constituent parts. This Level must target specific, tangible, scopes of the Project Work.
  4. LEVEL 04 – Decomposition of Level 03 Activities providing work package details that provide an understanding of the process to be used to execute the Project Work.
- B. The Contractor’s proposed WBS must be submitted with the preliminary Project Schedule. The accepted WBS must be incorporated into the Baseline and Project Schedule.

### 1.10 MAJOR MILESTONES:

- A. The schedule must include both contractual and non-contractual Milestones that are provided by the City. These Milestones must be properly associated with the related Work and maintained to represent the progress of the Project.



**1.11 SHORT (THREE-WEEK) INTERVAL / TWO-WEEK LOOK-AHEAD:**

- A. On a weekly basis, the Contractor must provide a three (3) week short interval schedule in a format satisfactory to the City. The purpose of this schedule is to report the actual progress of the past week against the previous short interval look-ahead Activities and add any additional Activities planned for the next two (2) weeks. Electronic and hard copies must be provided to the City on the first day of each work week with the prior week's actual progress included.
- B. Each task listed on the short interval schedule must be representative of the most current Project Schedule Update and include a reference to an Activity shown on the current update.

**1.12 SUBMITTALS:**

- A. General
  - 1. Development of the Baseline Schedule and updating of the Project Schedule must follow the DCMA and AACE International guidelines.
  - 2. Each electronic submission of the Project Schedule must be assigned a unique file name consisting of the Project ID (as noted on the NTP), followed by a dash followed by a unique file name clearly marked (i.e. ProjID- B000 = B/L rev0, ProjID-B001 = B/L rev01 etc.) to indicate the specific submission. Similarly, update submittals must be named ProjID-Uxxx where xxx is a sequential number, starting with 001, indicating the revision or issue number.
  - 3. The Contractor must provide all submittals in electronic format and two hard copies.
- B. Preliminary Project Schedule
  - 1. For acceptance of the preliminary Project Schedule, the Contractor must submit the following:
    - a. Two (2) 11" x 17" hard copies of the proposed preliminary Project Schedule, as well as the native electronic schedule data file, in .XER file format, per the direction of the City.
    - b. A Schedule Narrative Report detailing the Contractor's initial plan for executing the Contract work within the allotted Contract Duration, and include the following explanation of their provided preliminary schedule:
      - i. The proposed (WBS);
      - ii. All proposed Project Calendars;
      - iii. All proposed Activity Codes, clearly defined;
      - iv. The proposed Activity ID format; and
      - v. Schedule basis narrative, which must memorialize the assumptions made in the development of the schedule.
- C. Baseline Schedule
  - 1. The City will return comments within ten (10) Work Days after receipt of the initial Project Schedule Submission. If any of the required submissions are returned to the Contractor for corrections or revisions, they must be resubmitted within five (5) Work Days from receipt of comments. Each resubmittal must comply with the requirements enumerated above. Review and response by the City will be given within ten (10) Work Days after resubmission.
  - 2. At the request of the City, the Contractor will be required to participate in Project meetings necessary to obtain an acceptance of the above noted submittals.
  - 3. Baseline Schedule submittal must contain a Narrative Report. It must include the following, or as directed by the City:



- a. A description of the Project scope and how the Work is represented in the schedule Activities;
  - b. A description of the overall sequence of major components of Work;
  - c. Planned work week for each definable feature of work.
  - d. Description of the Critical Path and near Critical Paths;
  - e. Basis of Durations, described in terms of quantity and production rate;
  - f. How weather will be accommodated in the schedule, including a description of the weather calendar and the Activities it is applied to, and the NOAA Inclement Weather data that defined the number of non-work days;
  - g. How regulatory, operational or third-party constraints are accommodated in the schedule;
  - h. Description of key Project coordination points or events;
  - i. Discussion of long lead items and basis of time frames for submittals;
  - j. Description of anticipated means and methods for large quantity production Activities;
  - k. Potential opportunities and risks, including quantification of the schedule reduction or expansion; and
  - l. Assumptions/exclusions made in the schedule.
- D. Project Schedule Updates
1. Every schedule submittal must be provided with a corresponding narrative. These schedule submittals and narratives must be submitted in hard copy and the native electronic format as attachments to emails or other media accepted by the City. When opened, the electronic format must provide flawless restoration of the native files (P6 (.XER) for Primavera schedule files and MS Word and/or Adobe Acrobat for narrative and supporting document submittals).
  2. For each submittal of the updated Project Schedule, the following layouts, reports, and graphics are required in the specified formats, unless otherwise directed by the City:
    - a. The Contractor must furnish two (2) 11" x 17" hard copies of the complete progress schedule with each initial schedule update and final update incorporating comments furnished by the City. Additionally, the Contractor must provide the native electronic schedule data file, in .XER file format with the initial and final schedule update submission.
    - b. An Activity bar chart Layout grouped by Activity Code and then sorted by Start Date, Finish Date, and Total Float.
    - c. Each Activity line must display the Activity ID (Act ID), Description (Name), Original Duration (OD), Remaining Duration (RD), Start Date (ES), Finish Date (EF), and Total Float (TF), Baseline Original Duration (BL OD), Baseline Start (BL Start), Baseline Finish (BL Fin), Baseline Total Float (BL TF).
    - d. An Activities progress bar must show both current progress update ES and EF, and baseline ES and EF. The top line of the bar chart area must contain the updated ES and EF; the second line below must depict the accepted baseline ES and EF dates.
  3. The City may request additional standard P6 reports from time to time at no additional cost.
  4. The Monthly Update submittal must contain a Narrative Report. It must include the following, or as directed by the City:



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- a. Any changes to the schedule basis narrative;
- b. Overall health of the Project;
- c. Actual Activity Start Dates;
- d. Actual Activity Finish Dates;
- e. The physical conditions that were used to update Activities percent complete
- f. Percent of Work reported in place;
- g. Contract and Milestone completion date status:
  - i. Number of Days ahead or behind schedule; and
  - ii. Days lost/gained compared with the previous update.
- h. Schedule change report organized by Milestone and area comparing the number of Activities that were planned to start and finish to the number that actually started and finished for the reporting period;
- i. Lookahead report listing each Activity in the CPM schedule that is scheduled to be performed during the next reporting period;
- j. Plans for executing scheduled Activities during the next reporting period;
- k. Analysis, organized by Milestone and area, of the Critical Path and near Critical Path(s) describing:
  - i. The nature of the Critical Path/near Critical Path;
  - ii. Impact on other Activities, Milestones and Finish dates; and
  - iii. Identify, or update, risks and opportunities that may impact the Critical Path/near Critical Paths.
- l. List of current and anticipated delays by Milestone:
  - i. Cause of the delay;
  - ii. Corrective actions and schedule adjustments to correct the delay;
  - iii. Impact of the delay on other Activities, Milestones and completion dates; and
  - iv. Weather delays, when applicable. The Contractor must describe how the impacts of weather conditions and constraints were absorbed and accounted for in the schedule.
- m. Changes in Activity description, Logic, or Duration must be submitted as a separate Proposed Schedule and approved by the City prior to being submitted as an official update. Once allowed, said changes must be grouped and organized in the report in a manner that communicates in detail the rationale associated with each change and the impact upon construction sequence, relationships and the Critical Path. A standard Digger Report is not sufficient to meet this requirement;
- n. Added/deleted Activities and the rationale associated with each action;
- o. Pending issues and status of other items;
- p. Permits;
- q. Contract modifications;
- r. Current and potential extra Work, including change orders;
- s. Status of long lead procurement items and whether the item is on the Critical Path;
- t. Status of Project submittals;



- u. Out of sequence report describing the necessity of each Activity relationship shown therein, as described within this Section;
- v. Illogical progress/restraint reports (if any);
- w. Other Project or scheduling concerns;
- x. Electronic copy of the latest CPM schedule update file in Primavera (.XER) format; and
- y. Primavera scheduling error report.

### **1.13 PROJECT SCHEDULE UPDATING:**

- A. The initial updating must take place immediately after the City accepts the Contractor's Baseline Schedule. The Data Date for the first update must not exceed seven (7) Days from the date of receipt of the accepted Baseline Schedule, or as directed by the City.
- B. Subsequent updates to the Project Schedule must be submitted monthly until Substantial Completion is achieved. The schedule Data Date must be set to the last Work Day of the period unless otherwise directed by the City. Updates must be provided to the City no later than seven (7) Days after the 'schedule Data Date'.
- C. Updates must reflect actual or reasonably anticipated progress as of the last Work Day of the period.
- D. The City may request meetings with the Contractor to review the Project Schedule and narrative and jointly verify Project health and information.
- E. In addition, the City may request meetings with the Contractor's scheduling representative to:
  - 1. Resolve out-of-sequence Logic.
  - 2. Should out-of-sequence progress occur where Activities have reported progress without predecessor Activities being completed, the Contractor must obtain the City's approval in a Proposed Schedule before revising the Logic ties to reflect the way the Work is actually being performed. Use of progress override by default mechanisms that may be included in CPM scheduling software systems will not be allowed except on a case-by-case basis with the approval of the City. A written explanation for each instance must be included in the monthly submittal narrative.
  - 3. Assess the impact, if any, of any pending change orders.
  - 4. Incorporate accepted time extensions.
  - 5. Review revised Logic (as-built and projected) and changes in Duration, cost, and labor hours assigned.
- F. Contractor's failure to provide required scheduling information within the required timeframe or to adhere to the currently accepted schedule may result in rejection of all or a portion of the progress payment until such time as the required schedule information is submitted and accepted by the City.
- G. Delays to the Critical Path – Whenever it becomes apparent from the monthly CPM schedule update that delays to the Critical Path have occurred due to action or inaction of the Contractor, and as a result the date for Substantial Completion will not be met, the Contractor must promptly take some or all of the following actions at no additional cost to the City, unless otherwise directed by the City:
  - 1. Increase construction manpower in such quantities and crafts as will substantially eliminate the backlog of Work.



2. Increase the number of working hours per shift, shifts per day, or Work Days per week; the amount of construction equipment; the forms for concrete work; etc., or any combination of the foregoing to substantially eliminate the backlog of Work.
  3. Reschedule Activities to achieve maximum resource utilization across the Project and comply with the revised schedule.
  4. Submit to the City a written statement of the steps the Contractor intends to take to remove or arrest the delay to the schedule. The Contractor must promptly provide the necessary level of effort to bring the Work back on schedule.
  5. Add to its equipment and materials or construction forces, as well as increase the working hours, if operations for critical, less critical, or non-critical Activities fall behind the Contractor's Baseline Schedule at any time during the construction period.
- H. The City may, at any time during the Project and at no additional cost to the City, require the Contractor to develop a more detailed schedule/Fragnet than depicted in the Baseline Schedule to provide a clearer understanding of the effort needed to complete an Activity or group of Activities.
- I. If the City determines that either the Critical Path is in the negative by four (4) weeks, or that the Project's date for completion may be affected, the Contractor may be required, at no additional cost to the City, to prepare a Recovery Schedule. Such Recovery Schedule is subject to review and acceptance by the City. The Recovery Schedule must propose alternative methods, overtime, and other means available to the Contractor to recover the delays incurred to date.
- J. The Contractor must submit an "As-Built Schedule", as the last schedule update showing all Activities, with the exception of punch list and closeout tasks, at Substantial Completion. This schedule must reflect the exact manner in which the Project was actually constructed.

#### **1.14 TIME IMPACT ANALYSIS:**

- A. In addition to the requirements of the Standard Construction Contract Article 11, the Contractor must submit a Time Impact Analysis to the Engineer with all requests for time extension.
- B. The Time Impact Analysis must include a written narrative and supporting impact schedule Fragnet detailing the Project delays resulting from the alleged delay. The impact schedule Fragnet, separate and distinct from the Progress Schedule update, must demonstrate that the changes or anticipated delays affect Activities of the current accepted Progress Schedule. The impact schedule will be incorporated into the Progress Schedule only after it is accepted by the Commissioner and a time extension is approved. The Fragnet submitted as part of the Time Impact Analysis must illustrate the impact of these changes or delays on the date for Substantial Completion.

**PART II – PRODUCTS (Not Used)**

**PART III – EXECUTION (Not Used)**

**END OF SECTION 01 32 16.30**





**SECTION 01 32 33  
PHOTOGRAPHIC DOCUMENTATION**

**REFER TO THE ADDENDUM FOR THE APPLICABILITY OF SECTION 01 32 33**

**PART I – GENERAL**

**1.1 RELATED DOCUMENTS:**

- A. The following documents apply to all required work for the Project: (1) the Contract Drawings, (2) the Specifications, (3) the General Conditions, (4) the Addendum, and (5) the Contract [City of New York Standard Construction Contract].

**1.2 SUMMARY:**

- A. This Section includes the following:
  - 1. Photographic Media
  - 2. Construction Photographs
  - 3. Pre-construction Photographs
  - 4. Periodic Construction Progress Photographs
  - 5. Special Photographs
  - 6. DVD Recordings
  - 7. Final Completion Construction Photographs
- B. RELATED SECTIONS: include without limitation the following:
  - 1. Section 01 10 00 SUMMARY
  - 2. Section 01 33 00 SUBMITTAL PROCEDURES
  - 3. Section 01 35 91 HISTORIC TREATMENT PROCEDURES
  - 4. Section 01 78 39 CONTRACT RECORD DOCUMENTS
  - 5. Section 01 81 19 INDOOR AIR QUALITY REQUIREMENTS FOR LEED BUILDINGS
- C. PHOTOGRAPHER - The Contractor must employ and pay for the services of a professional photographer who will take photographs showing the progress of the Work.

**1.3 DEFINITIONS:**

- A. Refer to Article 2 of the Contract for definition of terms, words and expressions used in the General Conditions not otherwise defined herein.
- B. Design Consultant: "Design Consultant" must mean the entity responsible for providing design services for the Project, including without limitation, preparing the construction documents (drawings and specifications) and providing services in connection with such documents during construction. The entity serving as the "Design Consultant" may be a corporation, firm, partnership, joint venture, individual or combination thereof. Such entity may be either an employee(s) of the City or an entity engaged by the City to provide such services.

**1.4 SUBMITTALS:**

- A. Qualification Data: For photographer.
- B. Key Plan: With each Progress Photograph Submittal include a key plan of Project site and building with notation of vantage points marked for location and direction of each image. Indicate location, elevation or story of construction. Include same label information as corresponding set of photographs.



- C. Construction Progress Photograph Prints: Take Progress Photographs bi-weekly and submit four (4) color prints of each photographic view for each trade to the Resident Engineer. Such Progress Photographs must be included in each monthly progress report or as otherwise directed by the Resident Engineer.
- D. Digital Files: Submit digital files in the format required.

**1.5 QUALITY ASSURANCE:**

- A. Photographer Qualifications: An individual who has been regularly engaged as a professional photographer of construction projects for not less than three (3) years.

**1.6 COORDINATION:**

- A. The Contractor and its subcontractor(s) must cooperate with the photographer and provide auxiliary services requested, including access to Project site and use of temporary facilities, such as temporary lighting required to produce clear and well-lit photographs without obscuring shadows.

**1.7 COPYRIGHT:**

- A. The Contractor must include the provisions of this Subsection 1.7 in the agreement between the Contractor and the Photographer who will provide the construction photographs described in this Section. The Contractor must submit to the Resident Engineer a copy of its agreement with the Photographer.
- B. Any photographs, images and/or other materials produced pursuant to this Agreement, and any and all drafts and/or other preliminary materials in any format related to such items produced pursuant to this Agreement, will, upon their creation, become the exclusive property of the City.
- C. Any photographs, images and/or other materials provided pursuant to this Agreement (“Copyrightable Materials”) will be considered “work-made-for-hire” within the meaning and purview of Section 101 of the United States Copyright Act, 17 U.S.C. § 101, and the City will be the copyright owner thereof and of all aspects, elements and components thereof in which copyright protection might exist. To the extent that the Copyrightable Materials do not qualify as “work-made-for-hire,” the Photographer hereby irrevocably transfers, assigns and conveys exclusive copyright ownership in and to the Copyrightable Materials to the City, free and clear of any liens, claims, or other encumbrances. The Photographer will retain no copyright or intellectual property interest in the Copyrightable Materials. The Copyrightable Materials must be used by the Photographer for no purpose other than in the performance of this Agreement without the prior written permission of the City. The Department may grant the Photographer a license to use the Copyrightable Materials on such terms as determined by the Department and set forth in the license.
- D. The Photographer acknowledges that the City may, in its sole discretion, register copyright in the Copyrightable Materials with the United States Copyright Office or any other government agency authorized to grant copyright registrations. The Photographer must fully cooperate in this effort and agrees to provide any and all documentation necessary to accomplish this.
- E. The Photographer represents and warrants that the Copyrightable Materials: (i) are wholly original material not published elsewhere (except for material that is in the public domain); (ii) do not violate any copyright Law; (iii) do not constitute defamation or invasion of the right of privacy or publicity; and (iv) are not an infringement, of any kind, of the rights of any third party. To the extent that the Copyrightable Materials incorporate any non-original material, the Photographer has obtained all necessary permissions and clearances, in writing, for the use of such non-original material under this Agreement, copies of which must be provided to the City.



## **PART II – PRODUCTS**

### **2.1 PHOTOGRAPHIC MEDIA:**

- A. Digital Images: Digital files must be captured as 7.2 megapixel files or greater, with a minimum pixel array of 2,400 pixels by 3,000 pixels. The camera used to capture the digital files must be a Digital SLR (Single Lens Reflex) camera or approved equal; “point and shoot” cameras or camera phones are not acceptable. Digital cameras must produce images using true optical resolution; “digital zoom” is not acceptable. Images must not be resized or interpolated. The file format for digital files must be Joint Photographic Experts Group format (“JPG”). The digital files must not be modified or processed in any way to alter the JPG file’s metadata, including the photograph’s original capture date.
- B. Digital Files: Digital files must be submitted on Digital Versatile Disk (“DVD”) or as specified by the Commissioner. DVDs must be inserted in standard weight Archival Quality clear poly sheet protectors and submitted in a hard cover three (3) ring binder. The information imprinted on each print must be provided on an Excel file included on the DVD. The DVD must be labeled with the Project ID and the Project description. Labeling using adhesive labels is not acceptable.
- C. Prints:
  - 1. Format: 8-by-10-inch (203-by-254-mm) smooth-surface matte color prints on single-weight commercial-grade stock paper, with 1-inch wide margins and punched for standard 3-ring binder.
  - 2. Identification: On the front of each photograph affix a label in the margin with Project name and date photograph was taken. On the back of each print, provide an applied label or rubber-stamped impression with the following information:
    - a. Project Contract I.D. Number.
    - b. Project Contract Name.
    - c. Name of Contractor. (and Subcontractor Trade Represented)
    - d. Subject of Image Taken.
    - e. Date and time photograph was taken if not date stamped by camera.
    - f. Description of vantage point, indicating location, direction and other pertinent information.
    - g. Unique sequential identifier.
    - h. Name and address of photographer.

## **PART III – EXECUTION**

### **3.1 CONSTRUCTION PHOTOGRAPHS:**

- A. General: Take photographs that provide the largest possible depth-of-field while still in focus, to clearly show the Work. Photographs with blurry or out-of-focus areas will not be accepted.
  - 1. Maintain key plan with each set of construction photographs that identifies each photographic location and direction of view.
- B. Digital Images: Submit digital images exactly as originally recorded in the digital camera, without alteration, manipulation, editing, or modifications using image-editing software.
  - 1. Date and Time: Include date and time in filename for each image.
  - 2. Field Office Images: Maintain one set of images on USB drive, or other electronic media requested by the Commissioner, in the field office at the Project site so that it is available at all times for reference. Ensure that the images are the same as for those submitted to Commissioner.

### **3.2 PRE-CONSTRUCTION & PRE-DEMOLITION PHOTOGRAPHS:**

- A. Before commencement of Contract Work at the Project site, take color photographs of Project site and surrounding properties, including existing structures or items to remain during construction, from different vantage points, as directed by the Resident Engineer.
  - 1. Flag applicable excavation areas and construction limits before taking construction photographs.



2. Take photographs of minimum eight (8) views to show existing conditions adjacent to property before starting the Work.
  3. Take applicable photographs of minimum eight (8) views of existing buildings either on or adjoining property to accurately record physical conditions at start of construction.
  4. Take additional photographs as required or directed by the Resident Engineer to record settlement or cracking of adjacent structures, pavements, and improvements.
- B. Demolition Operations: Take photographs as directed by the Resident Engineer of minimum of eight (8) views each before commencement of demolition operations, at mid-point of operations and at completion of operations.
- C. Pre-Demolition Photographs: Take archival quality color photographs, to include all exterior building facades, of all structures at the Project site designated to be fully demolished or removed in compliance with New York City Building Code requirements. Submit four (4) complete sets of pre-demolition photographs, in the format specified herein, to the Resident Engineer for submission to the New York City Department of Buildings.

### **3.3 PERIODIC CONSTRUCTION PROGRESS PHOTOGRAPHS:**

- A. Take photographs of minimum eight (8) views bi-weekly as directed by the Resident Engineer of construction progress for each contract trade. Select vantage points to show status of construction and progress since last photographs were taken.

### **3.4 SPECIAL PHOTOGRAPHS:**

- A. The photographer must take special photographs of subject matter or events as specified in other sections of the Project Specifications from vantage points specified or as otherwise directed by the Resident Engineer.
- B. Historical Elements: As required in Section 01 35 91 HISTORIC TREATMENT PROCEDURES, for Contract Work at designated landmark structures or sites, the photographer, as specified and required by individual sections of the Contract documents or at the direction of the Commissioner, must take images of existing elements scheduled to be removed for replacement, repair or replication in quantities as directed, including post-construction photographs of completed Work as directed by the Commissioner.
1. Take Presentation Quality Photographs of designated landmark structures as directed by the Commissioner for submission to the New York City Landmarks Preservation Commission. Provide a minimum of four (4) color photographic prints of each view as directed.

### **3.5 VIDEO RECORDING:**

- A. When Video Recording of Demonstration and Orientation sessions is required, the Contractor must provide the services of a Videographer as indicated in Section 01 79 00 DEMONSTRATION AND OWNER'S PRE-ACCEPTANCE ORIENTATION.

### **3.6 FINAL COMPLETION CONSTRUCTION PHOTOGRAPHS:**

- A. For submission as Project Record Documents, take color photographs of minimum eight (8) unobstructed views of the completed Project and/or Project site, as directed by the Commissioner and after all scaffolding, hoists, shanties, field offices or other temporary work has been removed and final cleaning has been done after date of Substantial Completion. Submit four (4) sets of each view of Presentation Quality photographic prints, including negatives and/or digital images electronic file.

**END OF SECTION 01 32 33**



**SECTION 01 33 00  
SUBMITTAL PROCEDURES**

**PART I – GENERAL:**

**1.1 RELATED DOCUMENTS:**

- A. The following documents apply to all required work for the Project: (1) the Contract Drawings, (2) the Specifications, (3) the General Conditions, (4) the Addendum, and (5) the Contract [City of New York Standard Construction Contract].

**1.2 SUMMARY:**

- A. This Section includes administrative and procedural requirements for submitting Shop Drawings, Coordination Drawings, Catalogue Cuts, Material Samples, and other Submittals required by the Contract Documents.
- B. Review of Submittals does not relieve the Contractor of responsibility for any Contractor’s errors or omissions in such Submittals, nor from responsibility for complying with the requirements of the Contract.
- C. Responsibility of the Contractor: The approval of Shop Drawings will be general and will not relieve the Contractor of the following responsibilities:
  - 1. Accuracy of such Shop Drawings;
  - 2. Proper fitting and construction of the Work
  - 3. Furnishing of materials or Work required by the Contract that may not be indicated on the Shop Drawings.
- D. Approval of Shop Drawings must not be construed as approving departures from the Contract Drawings, Supplementary Drawings, or Specifications.
- E. This Section includes the following:
  - 1. Definitions
  - 2. Submission Procedures
  - 3. Coordination Drawings
  - 4. LEED Submittals
  - 5. Ultra Low Sulfur Diesel Fuel Reporting
  - 6. Construction Photographs and Recordings
  - 7. As-Built Documents

**1.3 RELATED SECTIONS:** Include without limitation the following:

- A. Section 01 10 00 SUMMARY
- B. Section 01 31 00 PROJECT MANAGEMENT AND COORDINATION
- C. Section 01 32 00 CONSTRUCTION PROGRESS DOCUMENTATION
- D. Section 01 32 33 PHOTOGRAPHIC DOCUMENTATION
- E. Section 01 40 00 QUALITY REQUIREMENTS
- F. Section 01 77 00 CLOSEOUT PROCEDURES
- G. Section 01 78 39 CONTRACT RECORD DOCUMENTS
- H. Section 01 81 13.03 SUSTAINABLE DESIGN REQUIREMENTS FOR LEED v3 BUILDINGS
- I. Section 01 81 13.04 SUSTAINABLE DESIGN REQUIREMENTS FOR LEED v4 BUILDINGS
- J. Section 01 81 13.10 ENVIRONMENTALLY PREFERABLE PURCHASING (EPP) COMPLIANCE



#### **1.4 DEFINITIONS:**

- A. Refer to Article 2 of the Contract for definition of terms, words and expressions used in the General Conditions not otherwise defined herein.
- B. Design Consultant: “Design Consultant” must mean the entity responsible for providing design services for the Project, including without limitation, preparing the construction documents (drawings and Specifications) and providing services in connection with such documents during construction. The entity serving as the “Design Consultant” may be a corporation, firm, partnership, joint venture, individual or combination thereof. Such entity may be either an employee(s) of the City or an entity engaged by the City to provide such services.
- C. Action Submittals: Written and graphic information, or physical samples that require responsive actions and include, without limitation, all Shop Drawings, product data, letters of certification, tests and other information required for quality control and as required by the Contract Documents.
- D. Informational Submittals: Written and graphic information that does not require responsive action. Informational Submittals may be rejected for non-compliance with the Contract.
- E. Shop Drawings: Drawings, diagrams, illustrations, schedules, performance charts, brochures, and other data, except for coordination drawings, specifically prepared for the Project by the Contractor or any subcontractor, manufacturer, supplier or distributor, which illustrates how specific portions of the Work must be fabricated and/or installed.
- F. Coordination Drawings: As required in Section 01 31 00 PROJECT MANAGEMENT AND COORDINATION.
- G. Product Data and Quality Assurance Submittals: Includes manufacturer’s standard catalogs, pamphlets, and other printed materials including without limitation the following:
  - 1. Catalogue and Product specifications
  - 2. Installation instructions
  - 3. Color charts
  - 4. Catalog cuts
  - 5. Rough-in diagrams and templates
  - 6. Wiring diagrams
  - 7. Performance curves
  - 8. Operational range diagrams
  - 9. Mill reports
  - 10. Design data and calculations
  - 11. Certification of compliance or conformance
  - 12. Manufacturer’s instructions and field reports

#### **1.5 COORDINATION DRAWINGS:**

- A. Coordination Drawings, General: When coordination is required to facilitate integration of products and materials fabricated or installed by more than one entity, or where limited space availability necessitates coordination, prepare Coordination Drawings according to requirements in individual Sections as a prerequisite to submittal of Shop Drawings.



1. Content: Project-specific information, shown accurately to a scale large enough to indicate and resolve conflicts. Do not base Coordination Drawings on standard printed data. Include the following information, as applicable for the Project:
  - a. Use applicable background views as a basis for preparation of coordination layouts. Prepare sections, elevations, and details as needed to describe relationship of various systems and components.
  - b. Coordinate the addition of trade-specific information by multiple contractors in a sequence that best presents the information and resolution of conflicts between installed components, before submitting for review.
  - c. Indicate functional and spatial relationships of components of architectural, structural, civil, mechanical, plumbing, fire protection, and electrical systems.
  - d. Indicate space requirements for routine maintenance and for anticipated replacement of components during the life of the installation.
  - e. Show location and size of access doors required for access to concealed dampers, valves, and other controls.
  - f. Indicate required installation sequences.
  - g. Indicate dimensions shown on Drawings. Specifically note dimensions that appear to be in conflict with submitted equipment and minimum clearance requirements. Provide alternate sketches to Commissioner indicating proposed resolution of such conflicts.
  
- B. Coordination Drawing Organization: Organize Coordination Drawings as follows:
  1. Floor Plans and Reflected Ceiling Plans: Show architectural and structural elements, and mechanical, plumbing, fire-protection, fire-alarm, and electrical Work. Show locations of visible ceiling-mounted devices relative to acoustical ceiling grid. Supplement plan drawings with section drawings where required to adequately represent the Work.
  2. Plenum Space: Indicate subframing for support of ceiling raised access floor and wall systems, mechanical and electrical equipment, and related Work. Locate components within plenums to accommodate layout of light fixtures and other components indicated on Drawings. Indicate areas of conflict between light fixtures and other components.
  3. Mechanical Rooms: Provide Coordination Drawings for mechanical rooms showing plans and elevations of mechanical, plumbing, fire-protection, fire-alarm, and electrical equipment.
  4. Structural Penetrations: Indicate penetrations and openings required for all disciplines.
  5. Slab Edge and Embedded Items: Indicate slab edge locations and sizes and locations of embedded items for metal fabrications, sleeves, anchor bolts, bearing plates, angles, door floor closers, slab depressions for floor finishes, curbs and housekeeping pads, and similar items.
  6. Mechanical and Plumbing Work: Show the following:
    - a. Sizes and bottom elevations of ductwork, piping, and conduit runs, including insulation, bracing, flanges, and support systems.
    - b. Dimensions of major components, such as dampers, valves, diffusers, access doors, cleanouts and electrical distribution equipment.
    - c. Fire-rated enclosures around ductwork.
    - d. HVAC equipment
  7. Electrical Work: Show the following:
    - a. Runs of vertical and horizontal conduit 1-1/4 inches (32 mm) in diameter and larger.
    - b. Light fixture, exit light, emergency battery pack, smoke detector, and other fire-alarm locations.
    - c. Panel board, switch board, switchgear, transformer, busway, generator, and motor-control center locations.
    - d. Location of pull boxes and junction boxes, dimensioned from column center lines.



- e. Indicate runs and locations of Audio Visual and Information Technology, and security devices.
- 8. Fire-Protection System: Show the following:
  - a. Locations of standpipes, mains piping, branch lines, pipe drops, and sprinkler heads.
- C. The Contractor must issue the completed Coordination Drawing(s) to the Design Consultant for his/her review. The Design Consultant may call as many meetings as necessary with the Contractor, including attendance by applicable subcontractors, and may call on the services of the applicable sub consultant(s) where necessary, to resolve any conflicts that become apparent.
- D. Upon resolution of any conflicts, the Contractor must provide a final Coordination Drawing(s) which will become the Master Coordination Drawing(s). The Master Coordination Drawing(s) must be signed and dated by the Contractor to indicate acceptance of the arrangement of the Work.
- E. A reproducible copy of the Master Coordination Drawing(s) must be provided by the Contractor to each of the appropriate subcontractor(s), the Resident Engineer and the Design Consultant for information.
- F. Shop Drawings must not be submitted prior to acceptance of the final coordinated drawings and must be prepared in accordance with the Master Coordination Drawing(s). No work will be permitted without accepted Shop Drawings. It is therefore essential that this procedure be instituted as quickly as possible.
- G. Coordination Drawing Digital Data Files: Prepare coordination digital data files according to the following requirements:
  - 1. File Preparation Format: Same digital data software program, version, and operating system as original Design Drawings.
  - 2. File Submittal Format: Submit or post coordination drawing files using PDF format.
  - 3. BIM File Incorporation: Submit or post coordination drawing files using PDF format, unless otherwise directed by Commissioner.
  - 4. Commissioner will furnish Contractor one set of digital data files of Drawings for use in preparing coordination digital data files.
    - a. Contractor must execute Digital Data File Release and indemnification form provided by Commissioner.
    - b. Commissioner makes no representations as to the accuracy or completeness of digital data files as they relate to coordination drawings.

## **1.6 SUBMITTAL PROCEDURES:**

- A. Refer to Section 01 35 03 GENERAL MECHANICAL REQUIREMENTS and Section 01 35 06 GENERAL ELECTRICAL REQUIREMENTS for additional Submittal requirements involving electrical and mechanical work or equipment of any nature called for in the Project.
- B. Coordination: Coordinate preparation and processing of Submittals with performance of construction activities.
  - 1. Coordinate each Submittal with fabrication, purchasing, testing, delivery, other Submittals, and related activities that require sequential activities, with the Submittal Schedule specified in Section 01 32 00 CONSTRUCTION PROGRESS DOCUMENTATION.
  - 2. Coordinate transmittal of different types of Submittals for related parts of the Work so processing will not be delayed because of need to review Submittals concurrently for coordination.
  - 3. The Commissioner reserves the right to withhold action on a Submittal requiring coordination with other Submittals until related Submittals are received.
- C. Identification: Place a permanent label or title block on each Submittal for identification.





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1. Indicate name of firm or entity that prepared each Submittal on label or title block.
  2. Provide a space approximately 6 by 8 inches on label or beside title block to record Contractor's review and approval markings and action taken by Design Consultant.
  3. Include the following minimum information on label for processing and recording action taken:
    - a. Project name, DDC Project Number, and Contract Number
    - b. Date
    - c. Name and address of Design Consultant
    - d. Name and address of Contractor
    - e. Name and address of subcontractor
    - f. Name and address of supplier
    - g. Name of manufacturer
    - h. Submittal number or other unique identifier, including revision identifier
    - i. Number and title of appropriate Specification Section
    - j. Drawing number and detail references, as appropriate
    - k. Location(s) where product is to be installed, as appropriate
    - l. Other necessary identification
- D. PDF Submittals:
1. Prepare submittals as PDF package, incorporating complete information into each PDF file. Name PDF file with submittal number. Bind transmittal form with each submittal file package. Transmittal form must be the first page in the PDF file constituting the submittal.
  2. Submittal files received from sources other than the Contractor will be rejected without review. Re-submission of the same drawings or product data must bear the original number of the prior submission and the original titles.
- E. Web-Based Project Software Submittals: Prepare submittals as PDF files, or other format indicated by Project software website.
- F. Transmittal Form: Provide locations on form for the following information:
1. Project name, DDC Project number and Contract Number
  2. Date
  3. Destination (To:)
  4. Source (From:)
  5. Names of Contractor, subcontractor, manufacturer, and supplier
  6. Category and type of Submittal
  7. Submittal purpose and description
  8. Specification Section number and title
  9. Drawing number and detail references, as appropriate
  10. Transmittal number, numbered consecutively
  11. Submittal and transmittal distribution record
  12. Remarks
  13. Signature of transmitter
- G. Shop Drawings:
1. Procedures for Preparing, Forwarding, Checking, and Returning all Shop Drawings must be, generally, as follows:
    - a. The Contractor must make available to its subcontractors the necessary Contract Documents and must instruct such subcontractor to determine dimensions and conditions in the field, particularly in reference to coordination between the trade subcontractors. The Contractor must direct its subcontractors to prepare Shop Drawings for submission to the Design



Consultant in accordance with the requirements of these General Conditions. The Contractor must also direct its subcontractors to "Ring Up" corrections made on all re-submissions for approval, so as to be readily seen, and that the appropriate symbol per item 2 below (e.g., "GC") be used to identify the source of the correction or information that has been added.

The Contractor must:

1. Review and be responsible for information shown on its subcontractor's Shop and Installation Drawings and manufacturers' data, and conformity to Contract Documents.
  2. "Ring Up" corrections made on all submissions for approval, so as to be readily seen, and that the symbol "GC", "PL", "HVAC", or "EL" be used to indicate that the correction and/or information added was made by the Contractor and/or its subcontractor(s).
  3. Clearly designate which entity is to perform the Work when the term, "work by others" or other similar phrases are indicated on the Contract Drawings before submission to the Design Consultant.
  4. Stamp submissions "Recommended for Acceptance", date and forward to the Design Consultant.
2. The Contractor must promptly prepare and submit project specific layout detail and Shop Drawings of such parts of the Work as are indicated in the Specifications, or as required. These Shop Drawings must be made in accordance with the Contract Drawings, Specifications and Supplementary Drawings, if any. The Shop Drawings must be accurate and distinct and give all the dimensions required for the fabrication, erection, and installation of the Work.
  3. Size of Drawings: The Shop Drawings, unless otherwise directed, must be on sheets of the same size as the Contract Drawings, drawn accurately and of sufficient scale to be legible, with a one half (1/2) inch marginal space on each side and a two (2) inch marginal space for binding on the left side.
  4. Scope of Drawings: Shop Drawings must be numbered consecutively and must accurately and distinctly represent all aspects of the Work, including without limitation the following:
    - a. All working and erection dimensions
    - b. Arrangements and sectional views
    - c. Necessary details, including performance characteristics and complete information for making necessary connections with other Work
    - d. Kinds of materials including thickness and finishes
    - e. Identification of products
    - f. Fabrication and installation drawings
    - g. Roughing-in and setting diagrams
    - h. Wiring diagrams showing field-installed wiring, including power, signal, and control wiring
    - i. Shop work manufacturing instructions
    - j. Templates and patterns
    - k. Schedules
    - l. Design calculations
    - m. Compliance with specified standards
    - n. Notation of coordination requirements
    - o. Notation of dimensions established by field measurement
    - p. Relationship to adjoining construction clearly indicated
    - q. Seal and signature of professional engineer if specified
    - r. Wiring Diagrams: Differentiate between manufacturer-installed and field-installed wiring
    - s. All other information necessary for the Work and/or required by the Commissioner
  5. Titles and Reference: Shop Drawings must be dated and contain:
    - a. Name of the Project, DDC Project Number, and Contract Number
    - b. The descriptive names of equipment or materials covered by the Contract Drawings and the classified item number or numbers.



- c. The locations or points and sequence at which materials, or equipment, are to be installed in the Work
  - d. Cross references to the section number, detail number, and paragraph number of the Contract Specifications
  - e. Cross references to the sheet number, detail number, etc., of the Contract Drawings
6. Field Measurements: In addition to the above requirements, the Shop Drawings must be signed by the Contractor and, if applicable, the subcontractor responsible for preparation of the Shop Drawings. Each Shop Drawing must be stamped with the following wording:

FIELD MEASUREMENTS: The Contractor certifies that it has verified and supplemented the Contract Drawings by taking all required field measurements, which said measurements correctly reflect all field conditions and that this Shop Drawing incorporates said measurements.
7. Contractor's Statement with Submittal: Any Submittal by the Contractor for acceptance, including without limitation, all dimensional drawings of equipment, blueprints, catalogues, models, samples and other data relative to the equipment, the materials, the Work or any part thereof, must be accompanied by a statement that the Submittal has been examined by the Contractor and that everything shown in the Submittal is in accordance with the requirements of the Contract Drawings and Specifications. If there is any discrepancy between what is shown in the Submittal and the requirements of the Contract Drawings and Specifications, the Contractor must, in its statement, list and clearly describe each discrepancy.
8. Acceptance will be given based upon the Contractor's representation that what is shown in the Submittal is in accordance with the requirements of the Contract Drawings and Specifications. If the Contractor's statement indicates any discrepancy between what is shown in the Submittal and the requirements of the Contract Drawings and Specifications, such change is subject to review and prior written acceptance by the Design Consultant. In addition, such change may require a change order in accordance with Article 25 of the Contract. In the event any such change is approved, any additional expense or increased cost in connection with the change is the sole responsibility of the Contractor.
9. Submission of Shop Drawings:
  - a. Initial Submission: The Contractor must submit seven (7) copies, or as requested by the Resident Engineer, of each Shop Drawing to the Design Consultant for his/her review and acceptance. If PDF drawings are requested by the Resident Engineer, they must be provided in an original "printed from digital" format, and not scanned. The Design Consultant will transmit Shop Drawings to appropriate sub-consultants for review and acceptance, including Commissioning Authority/Agent as applicable. A satisfactory Shop Drawing will be digitally stamped "No Exceptions Taken", be dated and transmitted by the Design Consultant as follows:
    - 1) Addressed to the Contractor, with a cc to the following:
      - a) Design Consultant's sub consultant(s) as appropriate
      - b) DDC
    - 2) Should the Shop Drawing(s) be "Rejected" or noted "Revise and Resubmit" by the Design Consultant, the Design Consultant will transmit the Shop Drawings to the Contractor with the necessary corrections and changes to be made as indicated thereon.



- b. Revisions: The Contractor must make such corrections and changes and again transmit each shop drawing to the Design Consultant. The Contractor must revise and resubmit the Shop Drawing as required by the Design Consultant until the Shop Drawings are stamped "No Exceptions Taken". However, Shop Drawings which have been stamped "Make Corrections Noted" will be considered an "Acceptable" Shop Drawing and NEED NOT be resubmitted.
- c. Commencement of Work: No Work or fabrication called for by the Shop Drawings must be done until the acceptance of the said drawings by the Design Consultant is given. In addition to the foregoing Shop Drawing transmissions, a copy of any Shop Drawing prepared by any of the Contractor's subcontractors which Shop Drawing indicated Work related to, adjacent to, impinging upon, or affecting Work to be done by other subcontractors must be transmitted to the subcontractors so affected. [These accepted Shop Drawings must be distributed to the affected subcontractors when required with a copy of the transmittal to the Resident Engineer.]
- d. Variations: If the Shop Drawings show variations from the Contract requirements because of standard shop practice or other reasons, the Contractor must make specific mention of such variations in its letter of Submittal. Acceptance of the Shop Drawings must constitute acceptance of the subject matter thereof only and not of any structural apparatus shown or indicated.

H. Product Data:

- 1. General: Except as otherwise prescribed herein, the submission, review, and acceptance of Product Data and Catalogue cuts must conform to the procedures specified in subsection 1.6 E, Shop Drawings.
- 2. If information must be specially prepared for the Submittal because standard printed data are not suitable for use, submit as Shop Drawings, not as Product Data.
- 3. Mark each copy of the Submittal to show which products and options are applicable.
- 4. Include the following information, as applicable:
  - a. Manufacturer's written recommendations.
  - b. Manufacturer's product specifications.
  - c. Manufacturer's installation instructions.
  - d. Standard color charts.
  - e. Manufacturer's catalog cuts.
  - f. Wiring diagrams showing factory-installed wiring.
  - g. Printed performance curves.
  - h. Operational range diagrams.
  - i. Mill reports.
  - j. Standard product operation and maintenance manuals.
  - k. Compliance with specified referenced standards.
  - l. Testing by recognized testing agency.
  - m. Application of testing agency labels and seals.
  - n. Notation of coordination requirements.
- 5. Submit Product Data before or concurrent with Samples.
- 6. Submission of Product Data:
  - a. Initial Submission: The Contractor must submit seven (7) sets of Product Data to the Design Consultant for his/her review and acceptance. The Design Consultant will transmit Product Data to appropriate sub-consultants for review and acceptance, including Commissioning Authority/Agent as applicable. A satisfactory catalogue cut will be digitally stamped "No Exception Taken", be dated and transmitted as follows:



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- 1) Addressed to the Contractor, with a cc to the following:
  - a) Design Consultant's sub consultant(s) as appropriate
  - b) DDC
- 2) Should the Product Data be "Rejected" or noted "Revise and Resubmit" by the Design Consultant, the Design Consultant will return one (1) set of such Product Data to the Contractor with the necessary corrections and changes to be made indicated and one (1) set to DDC.
7. Revisions: The Contractor must make such corrections and changes and again submit seven (7) copies of each Product Data for the review of the Design Consultant. The Contractor must revise and resubmit the Product Data as required by the Design Consultant until the submission is stamped "No Exceptions Taken" by the Design Consultant. However, Product Data which has been stamped "Make Corrections Noted" must be considered an "Accepted" Product Data and NEED NOT be resubmitted.
- I. Samples of Materials:
  1. For samples of materials involving electrical Work of any nature, refer to Section 01 35 06 GENERAL ELECTRICAL REQUIREMENTS.
  2. Samples must be in triplicate or as directed by the Resident Engineer, and of sufficient size to show the quality, type, range of color, finish and texture of the material.
  3. Each of the samples must be labeled as follows:
    - a. Name of the Project, DDC Project Number and Contract Number
    - b. Name and quality of the material
    - c. Date
    - d. Name of Contractor, subcontractor, manufacturer and supplier
    - e. Related Specification or Contract Drawing reference to the samples submitted
  4. A letter of transmittal, in triplicate, from the Contractor requesting acceptance must accompany all such samples.
  5. Transportation charges to the Design Consultant's office must be prepaid on all samples forwarded.
  6. Samples for testing purposes must be as required in the Specifications.
  7. Samples on Display: When samples are specified to be equal to approved product, they must be carefully examined by the Contractor and by those whom the Contractor expects to employ for the furnishing of such materials.
  8. Timely Submissions Log/Schedule: Samples must be submitted in accordance with approved Shop Drawing log so as to permit proper consideration without delaying any operation under the Project. Materials should not be ordered until acceptance is received, in writing, from the Design Consultant. All materials must be furnished equal in every respect to the accepted samples.
  9. The acceptance of any samples will be given as promptly as possible, and will be only for the characteristic color, texture, strength, or other feature of the material named in such acceptance, and no other. When this acceptance is issued by the Design Consultant, it is done with the distinct understanding that the materials to be furnished will fully and completely comply with the Specifications, the determination of which may be made at some later date by a laboratory test or by other procedure. Use of materials will be permitted only so long as the quality remains equal to the approved samples and complies in every respect with the Specifications, and the colors and textures of the samples on file in the office of the Design Consultant, for the Project.



10. Acceptability of test Data: The Commissioner will be the final judge as to acceptability of laboratory test data and performance in service of materials submitted.
  11. Valuable Samples: Valuable samples, such as hardware, plumbing and electrical fixtures, etc., not destroyed by inspection or test, will be returned to the Contractor and may be incorporated into the Work after all questions of acceptability have been settled, providing suitable permanent records are made as to the location of the samples, their properties, etc.
- J. Product Schedule: As required in individual Specification Sections, prepare a written summary indicating types of products required for the Work and their intended location. Include the following information in tabular form:
1. Type of product. Include unique identifier for each product indicated in the Contract Documents or assigned by Contractor if none is indicated.
  2. Manufacturer and product name, and model number if applicable.
  3. Number and name of room or space.
  4. Location within room or space.
- K. Supplementary Qualification Data: Prepare written information that demonstrates capabilities and experience of entity. Include lists of completed projects with project names and addresses, contact information of architects and owners, and other information specified.
- L. Design Data: Prepare and submit written and graphic information indicating compliance with indicated performance and design criteria in individual Specification Sections. Include list of assumptions and summary of loads. Include load diagrams if applicable. Provide name and version of software, if any, used for calculations. Number each page of submittal.
- M. Certificates:
1. Certificates and Certifications Submittals: Submit a statement that includes signature of entity responsible for preparing certification. Certificates and certifications shall be signed by an officer or other individual authorized to sign documents on behalf of that entity. Provide a notarized signature where indicated.
  2. Installer Certificates: Submit written statements on manufacturer's letterhead certifying that Installer complies with requirements in the Contract Documents and, where required, is authorized by manufacturer for this specific Project.
  3. Manufacturer Certificates: Submit written statements on manufacturer's letterhead certifying that manufacturer complies with requirements in the Contract Documents. Include evidence of manufacturing experience where required.
  4. Material Certificates: Submit written statements on manufacturer's letterhead certifying that material complies with requirements in the Contract Documents.
  5. Product Certificates: Submit written statements on manufacturer's letterhead certifying that product complies with requirements in the Contract Documents.
  6. Welding Certificates: Prepare written certification that welding procedures and personnel comply with requirements in the Contract Documents. Submit record of Welding Procedure Specification and Procedure Qualification Record on AWS formats. Include names of firms and personnel certified.
- N. Test and Research Reports:
1. Compatibility Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of compatibility tests performed before installation of product. Include written recommendations for primers and substrate preparation needed for adhesion.



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2. Field Test Reports: Submit written reports indicating and interpreting results of field tests performed either during installation of product or after product is installed in its final location, for compliance with requirements in the Contract Documents.
  3. Material Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting test results of material for compliance with requirements in the Contract Documents.
  4. Preconstruction Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of tests performed before installation of product, for compliance with performance requirements in the Contract Documents.
  5. Product Test Reports: Submit written reports indicating that current product produced by manufacturer complies with requirements in the Contract Documents. Base reports on evaluation of tests performed by manufacturer and witnessed by a qualified testing agency, or on comprehensive tests performed by a qualified testing agency.
  6. Research Reports: Submit written evidence, from a model code organization acceptable to authorities having jurisdiction, that product complies with building code in effect for Project. Include the following information:
    - a. Name of evaluation organization.
    - b. Date of evaluation.
    - c. Time period when report is in effect.
    - d. Product and manufacturers' names.
    - e. Description of product.
    - f. Test procedures and results.
    - g. Limitations of use.
- O. Equivalent Quality: Any material, article and/or equipment which is designated in the Drawings and/or Specifications by a number in the catalogue of any manufacturer or by a manufacturer's grade or trade name is designated for the purpose of describing the material, article and/or equipment and fixing the standard of performance and/or function, as well as the quality and/or finish. Any material, article and/or equipment which is other than what is specified in the Drawings and/or Specifications will only be accepted if the Commissioner makes a written determination that such material, article and/or equipment is equivalent to that which is specified in the Drawings and/or Specifications.
- P. The submission of any material, article and/or equipment as the equal of any material, article and/or equipment set forth in the Drawings and/or Specifications as a standard must be accompanied by any and all information essential for determining whether such proposed material, article and/or equipment is equivalent to that which is specified. Such information must include, without limitation, illustrations, drawings, descriptions, catalogues, records of tests, samples, as well as information regarding the finish, durability and satisfactory use of such proposed material, article and/or equipment under similar operating conditions.
- Q. Engineering Services Submittals:
1. Performance and Design Criteria: Refer to Section 01 40 00 QUALITY REQUIREMENTS, Article 1.5.
  2. Engineering Services Certification: In addition to Shop Drawings, Product Data, and other required submittals, submit digitally signed PDF file and three paper copies of certificate, signed and sealed by the responsible professional engineer, for each product and system specifically required of the Contractor to be designed or certified by a professional engineer.
    - a. Indicate that products and systems comply with performance and design criteria in the Contract Documents. Include list of codes, loads, and other factors used in performing these services.
  3. BIM Incorporation: Incorporate engineering services drawing and data files into BIM established for



Project.

- a. Prepare engineering services documents in the required formats, including BIM incorporation.

**REFER TO THE ADDENDUM FOR THE APPLICABILITY OF SUB-SECTION 1.7**

**1.7 LEED SUBMITTALS:**

- A. Comply with Submittal requirements specified in the following sections:
  1. Section 01 74 19 CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL;
  2. Section 01 81 13.03 SUSTAINABLE DESIGN REQUIREMENTS FOR LEED v3 BUILDINGS or  
Section 01 81 13.04 SUSTAINABLE DESIGN REQUIREMENTS FOR LEED v4 BUILDINGS, as applicable;
  3. Section 01 81 13.13 VOLATILE ORGANIC COMPOUND (VOC) LIMITS FOR ADHESIVES, SEALANTS, PAINTS AND COATINGS FOR LEED v3 BUILDINGS;
  4. Section 01 81 19 INDOOR AIR QUALITY REQUIREMENTS FOR LEED BUILDINGS;
  5. Section 01 91 13 GENERAL COMMISSIONING REQUIREMENTS FOR MEP SYSTEMS; and/or,
  6. Section 01 91 15 BUILDING ENCLOSURE COMMISSIONING REQUIREMENTS.
- B. LEED Building Submittal information must be assembled into one package per each applicable Specification Section, separate from all other non-LEED Submittals. Each Submittal package must have a separate transmittal and identification as described in Subsection 1.5 herein.
- C. Number of Copies: Submit four (4) copies of LEED Submittals, in accordance with procedure described in Article 1.5 herein, unless otherwise indicated.
- D. Material Safety Data Sheets (MSDSs) for LEED Certification: Submit information necessary to show compliance with LEED certification requirements, which will be the limit of the Design Consultant's review for LEED compliance.
  1. Designated LEED Submittals that include non-LEED MSDS data will not be reviewed. The entire Submittal will be returned for re-submission.
- E. Product Cut Sheets and/or Shop Drawings for LEED Certification: Provide product cut sheets and/or shop drawings with the Contractor's or sub-contractor's stamp, confirming that the submitted products are the products installed in the Project. For detailed requirements refer to Subsection 1.6 of Section 01 81 13.03 SUSTAINABLE DESIGN REQUIREMENTS FOR LEED v3 PROJECTS, or Section 01 81 13.04 SUSTAINABLE DESIGN REQUIREMENTS FOR LEED v4 BUILDINGS.
  1. Provide the quantity, length, area, volume, weight, and/or cost of each product submitted as required to satisfy LEED documentation requirements. Refer to Subsection 1.6 of Section 01 81 13.03 SUSTAINABLE DESIGN REQUIREMENTS FOR LEED v3 PROJECTS.

**1.8 ULTRA LOW SULFUR DIESEL FUEL AND BEST AVAILABLE TECHNOLOGY REPORTING:**

- A. In accordance with Section 01 10 00 SUMMARY, Subsection 1.10 E, the Contractor must submit reports to the Commissioner regarding the use of Ultra Low Sulfur Diesel Fuel and Best Available Technology (BAT) in Non road Vehicles. Submission of such reports must be in accordance with the schedule, format, directions and procedures established by the Commissioner.





**1.9 CONSTRUCTION PHOTOGRAPHS AND VIDEO RECORDINGS:**

- A. Submit construction progress photographs and Video recordings in accordance with requirements of Section 01 32 33 PHOTOGRAPHIC DOCUMENTATION.

**1.10 AS-BUILT DOCUMENTS:**

- A. Submit all as-built documents in accordance with Section 01 78 39 CONTRACT RECORD DOCUMENTS.

**PART II – PRODUCTS (Not Used)**

**PART III – EXECUTION (Not Used)**

**END OF SECTION 01 33 00**



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**SECTION 01 35 03**

**GENERAL MECHANICAL REQUIREMENTS**

**REFER TO THE ADDENDUM FOR APPLICABILITY OF THIS SECTION 01 35 03**

**PART I – GENERAL**

**1.1 RELATED DOCUMENTS:**

- A. The following documents apply to all required work for the Project: (1) the Contract Drawings, (2) the Specifications, (3) the General Conditions, (4) the Addendum, and (5) the Contract [City of New York Standard Construction Contract].

**1.2 SUMMARY:**

- A. The General Mechanical Requirements contained herein must be followed by the Contractor, as well as its subcontractor for HVAC work. This Section sets forth the General Requirements applicable to mechanical work for the Project. Such requirements are intended to be read in conjunction with the Specifications and Contract Drawings for the Project. In the event of any conflict between the requirements set forth in this Section and the requirements of the Specifications and/or the Contract Drawings, whichever requirement is the most stringent must take precedence.

**1.3 RELATED SECTIONS:** Include without limitation the following:

- A. Section 01 10 00 SUMMARY
- B. Section 01 33 00 SUBMITTAL PROCEDURES
- C. Section 01 35 06 GENERAL ELECTRICAL REQUIREMENTS
- D. Section 01 42 00 REFERENCES
- E. Section 01 77 00 CLOSEOUT PROCEDURES
- F. Section 01 78 39 CONTRACT RECORD DOCUMENTS

**1.4 DEFINITIONS:**

- A. **CONCEALED PIPING AND DUCTS:** piping and ducts hidden from sight in masonry or other construction, in floor fill, trenches, partitions, hung ceilings, furred spaces, pipe shafts and in service tunnels not used for passage. Where piping and ducts run in areas that have hung ceilings, such piping and ducts must be installed in the hung ceilings. For Work on existing piping, any insulation on such existing piping is to be tested for asbestos and abated if found to be positive by a certified asbestos contractor. Such testing and abatement must occur prior to the performance of any Work on these pipes.

**1.5 SUBMITTALS:**

- A. **INTENT OF MECHANICAL CONTRACT DRAWINGS –** Mechanical Contract Drawings are, in part, diagrammatic and show the general arrangement of the equipment, ducts, and piping included in the Contract and the approximate size and location of the equipment.
- B. The Contractor must follow these Contract Drawings in laying out the Work and verify the spaces in which it will be installed. The Contractor must submit, as directed, Mechanical Shop Drawings, roughing drawings,



manufacturer's Shop Drawings, field drawings, cuts, bulletins, etc., of all materials, equipment and methods of installation shown or specified in accordance with Section 01 33 00 SUBMITTAL PROCEDURES.

1. Submit sheet metal shop standards. Submit manufacturer's product data including gauges, materials, types of joints, scaling materials and installations for metal ductwork materials and products.
2. Submit scaled layout drawing (3/8"=1') of metal ductwork and fittings including, but not limited to, duct sizes, locations, elevations, slopes of horizontal runs, wall and floor penetrations and connections. Show modifications of indicated requirements made to conform to local shop practice and how those modifications ensure that free area, materials and rigidity are not reduced. Layouts should include all the room plans, mechanical equipment rooms and penthouses. Method of attachment of duct hangers to building construction all with the support details. Coordinate Shop Drawings with related trades prior to submission.
3. Indicate duct fittings, particulars such as gauges, sizes, welds and configuration prior to start of work for low-pressure systems.
4. Submit maintenance data and parts lists for metal ductwork materials and products. Include this data, product data and shop drawings in maintenance manual.

#### **1.6 ACCESS:**

- A. All Work must be installed by the Contractor to readily provide access for inspection, operation, maintenance and repair. Minor deviations from the arrangement indicated on the Contract Drawings may be made to accomplish this, but they must not be made without prior written approval by the Commissioner.

#### **1.7 CHANGES IN PIPING, DUCTS, AND EQUIPMENT:**

- A. Wherever field conditions are such that for proper execution of the Work, reasonable changes in location of piping, ducts, and equipment are necessary and required, the Contractor must make such changes as directed and approved, without extra cost to the City.

#### **1.8 CLEANING OF PIPING, DUCTS, AND EQUIPMENT:**

- A. Piping, ducts, and equipment must be thoroughly cleaned by the Contractor of all dirt, cuttings, and other foreign substances. Should any pipe, duct, or other part of the several systems be obstructed by any foreign matter, the Contractor will be required to pay for disconnecting, cleaning, and reconnecting wherever necessary for the purpose of locating and removing obstructions. The Contractor must pay for repairs to other work damaged in the course of removing obstructions. For work on existing piping, ducts, and equipment, the Contractor must pay special attention during this task so as not to disturb the insulation on such piping, ducts, or equipment.

#### **1.9 STANDARDIZATION OF SIMILAR EQUIPMENT:**

- A. Unless otherwise particularly specified, all equipment of the same kind, type, or classification, used for identical purposes, must be the product of one (1) manufacturer.

#### **1.10 SUPPORTING STRUCTURES DESIGNED BY THE CONTRACTOR:**

- A. Unless otherwise specified, supporting structures for equipment to be furnished by the Contractor must be designed by an Engineer licensed in New York State retained by the Contractor. Supporting structures must be built by the Contractor of sufficient strength to safely withstand all stresses to which they may be



subjected, within permissible deflections, and must meet the following standards:

1. Structural Steel - ASTM Standard Specifications, AISC and New York City Construction Codes.
2. Concrete for supports for equipment must conform to the Specifications for concrete herein, but in no case must be less than the requirements of the New York City Construction Codes for average concrete.
3. Steel reinforcement for concrete must be of intermediate grade and must meet the requirements of the Standard Specifications for Billet Steel-Concrete Reinforcement Bars, ASTM.
4. Drawings and calculations must be submitted for review and acceptance in accordance with Section 01 33 00 SUBMITTAL PROCEDURES.

**1.11 ELIMINATION OF NOISE:**

- A. All systems and/or equipment provided under the Contract must operate without objectionable noise or vibration.
- B. Should operation of any one or more of the several systems produce noise or vibration which is, in the opinion of the Commissioner, objectionable, the Contractor must, at its own expense, make changes in piping, equipment, etc., and do all work necessary to eliminate objectionable noise or vibration.
- C. Should noise or vibration that is found objectionable by the Commissioner be transmitted by any pipe or portions of the structure from systems and/or equipment installed under the Contract, the Contractor must, at its own expense, install such insulators and make such changes in or additions to the installations as may be necessary to prevent transmission of this noise or vibration.

**1.12 PRELIMINARY FIELD TEST:**

- A. As soon as conditions permit, the Contractor must furnish all necessary labor and materials for, and must make preliminary field tests of the equipment to ascertain compliance with the requirements of the Contract. If the preliminary field tests disclose equipment that does not comply with the Contract, the Contractor must, prior to the acceptance test, make all changes, adjustments, and replacements as required.

**1.13 INSTRUCTIONS ON OPERATION:**

- A. At the time the equipment is placed in permanent operation by the City, the Contractor must make all adjustments and tests required by the Commissioner to prove that such equipment is in proper and satisfactory operating condition. The Contractor must instruct the City's operating personnel on the proper maintenance and operation of the equipment for the period of time called for in the Specifications.

**1.14 CERTIFICATES:**

- A. On completion of the Work, the Contractor must obtain certificates of inspection, approval, and acceptance, and be in compliance with all laws from all agencies and/or entities having jurisdiction over the Work and must deliver these certificates to the Commissioner in accordance with Section 01 77 00 CLOSEOUT PROCEDURES. The Work will not be deemed substantially complete until the certificates have been delivered.

**PART II – PRODUCTS (Not Used)**

**PART III – EXECUTION (Not Used)**

**END OF SECTION 01 35 03**



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**SECTION 01 35 06  
GENERAL ELECTRICAL REQUIREMENTS**

**PART I – GENERAL**

**1.1 RELATED DOCUMENTS:**

- A. The following documents apply to all required work for the Project: (1) the Contract Drawings, (2) the Specifications, (3) the General Conditions, (4) the Addendum, and (5) the Contract [City of New York Standard Construction Contract].

**1.2 SUMMARY:**

- A. This Section sets forth the General Requirements applicable to electrical work for the Project. Such requirements are intended to be read in conjunction with the Specifications and Contract Drawings for the Project. In the event of any conflict between the requirements set forth in this Section and the requirements of the Project Specifications and/or the Contract Drawings, whichever requirement is the most stringent, as determined by the Commissioner, must take precedence.
- B. This Section includes the following:
  - 1. Related Sections
  - 2. Definitions
  - 3. Procedure for Electrical Approval
  - 4. Submittals
  - 5. Electrical Installation Procedures
  - 6. Electrical Conduit System Including Boxes (Pull, Junction and Outlet)
  - 7. Electrical Wiring Devices
  - 8. Electrical Conductors and Terminations
  - 9. Circuit Protective Devices
  - 10. Distribution Centers
  - 11. Motors
  - 12. Motor Control Equipment

**1.3 RELATED SECTIONS:** Include without limitation the following:

- A. Section 01 10 00 SUMMARY
- B. Section 01 33 00 SUBMITTAL PROCEDURES
- C. Section 01 35 03 GENERAL MECHANICAL REQUIREMENTS
- D. Section 01 42 00 REFERENCES
- E. Section 01 77 00 CLOSEOUT PROCEDURES
- F. Section 01 78 39 CONTRACT RECORD DOCUMENTS

**1.4 DEFINITIONS:**

- A. **WIRING:** contains wire and raceway (rigid steel, heavy wall conduit unless specifically indicated otherwise).
- B. **POWER WIRING:** wiring from a panel board or other specified source to a starter (if required), then to a disconnect (if required), then to the final point of usage such as a motor, unit, or device.



- C. CONTROL and/or INTERLOCK WIRING: wiring that signals the device to operate or shut down in response to a signal from a remote control device such as a temperature, smoke, pressure, float, etc. device (starters and disconnect switches are not included in this definition) regardless of the voltage required for the controlling device.
- D. RIGID STEEL CONDUIT: rigid steel heavy wall conduit that is hot-dip galvanized inside and outside. The conduit must meet the requirements of the latest edition, as amended, of the "Standard for Rigid Steel Conduit" of the Underwriters' Laboratories, Inc. Unless otherwise specified in the Specifications or indicated on the Contract Drawings, rigid steel conduit must be used for all exposed work, all underground conduits in contact with earth, and fire alarms systems, as required by the New York City Construction Codes.
- E. ELECTRICAL METALLIC TUBING (EMT): industry standard thin wall conduit of galvanized steel. All elbows, bends, couplings and similar fittings which are installed as a part of the conduit system must be compatible for use with electric metallic tubing. Couplings and terminating fittings must be of the pressure type as approved by the Commissioner. Set screw fittings will not be acceptable. EMT must meet the requirements of the latest edition, as amended, of the "Standard for Electrical Metallic Tubing" of the Underwriters Laboratories Inc. EMT may only be used where specifically indicated. In no case will EMT be permitted in spaces other than hung ceilings and dry wall partitions.
- F. FLEXIBLE METALLIC CONDUIT (FMC): a conduit made through the coiling of a self-interlocking ribbed strip of aluminum or steel, forming a hollow tube through which wires can be pulled. For final connections to motors and motorized equipment, not more than a 4' - 0" length of flexible conduit may be used. For watertight installations, this conduit must be of a watertight type, attached with watertight glands or fittings for final connections from outlet box to recessed lighting fixtures and in locations only where specifically permitted by the Specifications or Contract Drawings.

#### **1.5 PROCEDURE FOR ELECTRICAL APPROVAL:**

This Section sets forth General Electrical information, as well as required approvals for all electrical work required for the Project, including ancillary electrical work which may be included in the work of other trade subcontractors.

- A. ELECTRIC SERVICE: The electric service supply is subject to commercial and operating variation of the utility company. Proper provision must be made to have all apparatus operate normally under these conditions.
- B. ACCEPTANCE: Acceptance and approval of the Work will be contingent upon the inspection and test of the installation by the City regulatory agency.
- C. TESTS: The Contractor must notify the Commissioner when the Contractor has completed the work and is ready to have it inspected and tested. Upon completion of the Work, tests must be made as required by the Commissioner of all electrical materials, electrical and associated mechanical equipment, and of appliances installed hereunder. The Contractor must furnish all labor and material for such tests. Should the tests show that any of the material, appliances or workmanship is not first class or not in compliance with the Contract, on written notice the Contractor must remove and promptly replace the materials to be in conformity with the Contract.
- D. CERTIFICATE OF THE BUREAU OF ELECTRICAL CONTROL, OF THE DEPARTMENT OF BUILDINGS (B.E.C.): Prior to requesting a substantial completion inspection, the Contractor must file a Certificate of Inspection issued by B.E.C. On completion of the Work, the Contractor must obtain certificates of inspection, approval, acceptance and compliance from all agencies and/or entities having jurisdiction over the work and must deliver these certificates to the Commissioner in accordance with Section 01 77 00 CLOSEOUT PROCEDURES.





**E. RESPONSIBILITY FOR CARE AND PROTECTION OF EQUIPMENT:**

1. The Contractor furnishing any equipment must be responsible for the equipment until it has been inspected, tested and accepted, in accordance with the requirements of the Contract.
2. After delivery, before and after installation, the Contractor must protect all equipment against theft, injury or damage from all causes. The Contractor must carefully store all equipment received for work which is not immediately installed. If any equipment has been subject to possible injury by water, it must be thoroughly dried out and put through a special dielectric test as directed by the Commissioner, at the expense of the Contractor or replaced by the Contractor without additional cost to the City.

- F. UNIFORMITY OF EQUIPMENT:** Any two (2) or more pieces of equipment, apparatus or materials of the same kind, type, or classification, which are intended to be used for identical types of service, must be made by the same manufacturer.

**1.6 SUBMITTALS:**

**A. CONTRACTOR'S ELECTRICAL DRAWINGS AND SAMPLES FOR APPROVAL:**

1. The Contractor must submit to the Commissioner for approval, in accordance with Section 01 33 00 SUBMITTAL PROCEDURES, complete dimensional drawings of all equipment, wiring diagrams, motor test data, details of control, installation layouts showing all details and locations and including all schedules, and descriptions and supplementary data to comprise complete working drawings and instructions for the performance of the Work. A description of the operation of the equipment and controls must be included. A letter, in triplicate, must accompany each submittal.
2. The Contractor must submit in accordance with Section 01 33 00 SUBMITTAL PROCEDURES, duplicate samples of such materials and appliances as may be requested by the Commissioner for approval. These samples must be properly tagged for identification and submitted for examination and test. After the samples are approved, one (1) sample will be returned to the Contractor and the other sample will be filed in the office of the Commissioner's representative for inspection use. After the Contract is completed, the second set of samples will be returned to the Contractor.

- B. TIMELINESS:** All material must be submitted in accordance with the Submittal Schedule in sufficient time for the progress of construction. Failure to promptly submit acceptable samples and dimensional drawings of equipment will not be accepted as grounds for an extension of time. The Commissioner may decline to consider submittals unless all related items are submitted at the same time.

- C. CONTRACTOR'S STATEMENT WITH SUBMITTALS:** Contractor must submit a statement in accordance with Section 01 33 00, SUBMITTAL PROCEDURES.

- D. BULLETINS AND INSTRUCTIONS:** The Contractor must furnish and deliver to the Commissioner in accordance with Section 01 78 39 CONTRACT RECORD DOCUMENTS and Section 01 77 00 CLOSEOUT PROCEDURES, after acceptance of the work, four (4) complete sets of instructions, technical bulletins and any other printed matter (diagrams, prints, or drawings) required to provide complete information for the proper operation, maintenance and repair of the equipment and the ordering of spare parts.



**PART II – PRODUCTS (Not Used)**

**PART III – EXECUTION**

**3.1 ELECTRICAL INSTALLATION PROCEDURES:**

This Sub-Section sets forth the General Installation Procedure that must apply to all electrical work and electrical equipment appearing in the Contract.

(Refer to Sub-Section 1.4 DEFINITIONS for terms used in this section)

- A. **INTENT OF CONTRACT DOCUMENTS:** The Drawings and Specifications are to be interpreted as a means of conveying the scope and intent of the work without giving every minor electrical detail. It is intended, nevertheless, that the Contractor must provide whatever labor and materials are found necessary, within the scope of the Contract, for the successful operation of the installation. Specific details of individual installations are to be finally decided upon when the Contractor submits Working or Shop Drawings for approval to DDC. Whenever there are two (2) or more methods to complete Project work within the Contract scope, the Commissioner reserves the right to choose that method which, in the Commissioner's opinion, will afford the most satisfactory performance, lasting qualities, and access for repairs, even if this selection is the costliest.
- B. **SCHEMATIC PLANS – APPROXIMATE LOCATIONS:** Conduits and wiring are shown on the plans for diagrammatic purposes only. Therefore, conduit layouts may not necessarily give the actual physical route of the conduits. The Contractor who installs a conduit system will also be required, as part of the work, to furnish and install all hangers and pull-boxes, including any special pull-boxes found necessary to overcome interferences, and to facilitate the pulling of electrical cables. Similarly, the locations of equipment, appliances, outlets and other items shown on Contract Drawings are only approximate and are to be definitively established when equipment Shop Drawings are submitted and approved by DDC during construction.
- C. **SLEEVES:** required for conduits passing through walls or floors; must be furnished and set by the Contractor installing the conduits. Sleeves in waterproofed floors must be provided with flashing extending twelve (12) inches in all directions from sleeve and secured to waterproofing. Flashing must be turned down into space between pipe and sleeve and caulked watertight. Flashing must be twenty (20) ounces cold rolled copper. Sleeves must be supplied with welded flanges similar to those supplied by the subcontractor for Plumbing Work and must extend one (1) inch above finished floor.
- D. **COORDINATION:** The Contractor must keep in close touch with the construction progress and promptly obtain the necessary information for the accurate placement of its work well before Project construction operations obstruct its work. The Contractor is to consult all other Contract Drawings, as well as approved equipment Shop Drawings on file in the Resident Engineer's Field Office. This will aid in avoiding interferences, omissions, and errors in the electrical installation.
- E. **RESTORATION:** If drilling or cutting is done on finished surfaces of equipment or the structure, any marring of the surface must be repaired or replaced by the Contractor. The Contractor must be held responsible for corrective restoration due to its cutting or drilling, and for any damage to the Project or its contents caused by the Contractor or the Contractor's workers. If any piercing of waterproofing occurs because of the installation of the work, the Contractor must restore the waterproofing, at its own expense, to the satisfaction of the Commissioner.
- F. **ELECTRICAL WORK AT SITE:** The Contractor furnishing equipment consisting of a number of related electrical devices or appliances, mounted in a single enclosure, or on a common base, must furnish this unit, ready for connection and operation, complete with internal wiring, connections, terminal boxes with



copper connectors and/or lugs and ample electrical leads. The cost of any wiring, re-wiring, or other work required to be done on this unit in the field, must be borne by the Contractor, without additional cost to the City.

- G. **COOPERATION AMONG SUBCONTRACTORS:** Whenever an electrically operated unit or system involves the combined work of several subcontractors for its installation and successful operation, the Contractor must require each subcontractor to exercise the utmost diligence in cooperating with others to produce a complete, harmonious installation.

**REFER TO THE ADDENDUM FOR THE APPLICABILITY OF SUB-SECTION 3.2**

**3.2 ELECTRICAL CONDUIT SYSTEM INCLUDING BOXES (PULL, JUNCTION AND OUTLET):**

This Sub-Section sets forth the requirements applying to the installation of electrical conduits, boxes or fittings. Rigid steel conduit must be used throughout, unless otherwise directed by the Commissioner. Where the word 'conduit' is used without a modifier such as, rigid steel, EMT, etc., must be interpreted to mean rigid steel, heavy wall, threaded conduit.

(Refer to Sub-Section 1.4 DEFINITIONS for terms used in this section)

**A. INSTALLATIONS AND APPLICATIONS:**

1. Unless otherwise specified or indicated on the Contract Drawings, conduit runs must be installed concealed in finished spaces.
2. **CONDUIT SIZES:** The sizes of conduits must be as indicated on the Contract Drawings. Wherever conduit sizes are not indicated, the conduit must meet the requirements of the New York City Electrical Code to accommodate the conductors to be installed therein.
3. Conduits must be reamed smooth after cutting. No running threads will be permitted. Universal type couplings must be used where required. Conduit joints must be screwed up to butt. Empty conduits after installation must have all open ends temporarily plugged to prevent the entrance of water or other foreign matter.
4. Conduits installed in concrete or masonry must be securely held in place during pouring and construction operations. A group of conduits terminating together must be held in place by a template.
5. **UNDERGROUND STEEL CONDUITS:** Unless otherwise specified, all underground steel conduits in contact with earth must be encased by the Contractor who installs them, in a covering of not less than two (2) inches of an approved concrete mixture. Concrete mix must be one (1) part cement to four and one-half (4 ½) parts of fine and coarse aggregate.
6. **EXCAVATION RESTORATION PERMITS:** When installing underground conduits, duct banks or manholes, the Contractor must perform the work of cutting pavement, excavation shoring, keeping trenches or holes pumped dry, backfilling, restoration of surfaces to original condition and removal of excess earth and rubbish from premises. During the work, the Contractor must provide adequate crossovers, protective barriers, lamps, flags, etc., to safeguard traffic and the public. When the work is in a public highway or street, the Contractor must secure and pay for all necessary permits, inspection fees, and the cost of repaving.
7. **EXPOSED CONDUIT SUPPORTS:** Exposed conduits must be supported by Galvanized hangers with necessary inserts, beam clamps of approved design, or attached to walls or ceilings by expansion bolts. Exposed conduits must be supported or fastened at intervals not more than five (5) feet.



8. Exposed conduits must be installed parallel or at right angles to ceilings, walls and partitions. Where direction changes of exposed conduit cannot be made with neat bends, as may be required around beams or columns, conduit-type fittings must be used.
9. Conduit must be installed with an expansion joint approved by the Commissioner in the following conditions:
  - a. Wherever the conduit crosses a building expansion joint, the Contractor will be held responsible for determining where the building expansion joints are located.
  - b. Every 200 feet, when in straight runs of 200 feet or longer.
10. Conduits may only enter and leave a floating slab in a vertical direction, and only in an approved manner. Horizontal entries into floating slabs are not permitted.
11. Conduits installed in pipe shafts must be properly supported to carry the total weight of the raceway system complete with cable. In addition, at least one (1) horizontal brace per 10 ft. section must be provided to assure stability of the raceway system.
12. BUSHINGS AND LOCKNUTS: Approved bushings and locknuts must be used wherever conduits enter outlet boxes, switch boxes, pull boxes, panel board cabinets, etc.
13. CONDUIT BENDS: must be made without kinking conduit or appreciably reducing the internal diameter. All bends in conduits of two (2) inch in diameter or larger must be made with a hydraulic or power pipe bender. The radius of the inner edge of any bend must not be less than six (6) times the internal diameter of the conduit where rubber covered conductors are to be installed, and not less than ten (10) times the internal diameter of the conduit where lead covered conductors are to be used. Long gradual sweeps will be required, rather than sharp bends, when changes of direction are necessary.
14. EMPTY CONDUITS
  - a. TESTS: All conduits and ducts required to be installed and left empty must be tested for clear bore and correct installation by the Contractor using a ball mandrel and a brush and snake before the installation will be accepted. The ball must be turned to approximately 85% of the internal diameter of the raceway to be tested. Two (2) short wire brushes must be included in the mandrel assembly. Snaking of conduits, ducts, etc., must be performed by the Contractor in the presence of the Resident Engineer. Any conduits or ducts which reject the mandrel must be cleared at once with the Contractor bearing all costs, such as chopping concrete, to replace the defective conduit and restore the surface to its original condition.
  - b. TAGS: Numbers or letters must be assigned to the various conduit runs, and as they test clear they must be identified by a fiber tag not less than 1-¼ inch width, attached by means of a nylon cord. All conduit terminations in panel, splice or pull boxes, as well as those out of the floor or ceiling, must be tagged.
  - c. TEST RECORDS: As the conduit runs clear, a record must be kept under the heading of "Empty Conduit Tested, Left Clear, Tagged and Capped" showing conduit designation, diameter, location, date tested and by whom. When complete, this record must be signed by the Resident Engineer and submitted in triplicate for approval. This record must be entered on the Contract Record Drawings under Section 01 78 39 CONTRACT RECORD DOCUMENTS.
  - d. CAPPING: After test, all empty conduit and duct openings, must be capped or plugged by the Contractor as directed.
  - e. DRAG LINES: A drag line must be left in all empty conduit.



**B. BOXES:**

1. The Contractor must furnish and erect all pull boxes indicated on the plans or where required. Sides, top and bottom of pull boxes must be Galvanized coated and must be built of No. 12 USSG steel reinforced at corners by substantial angle irons and riveted or welded to plates. Bottom or side of pull boxes must be removable and held in place by corrosion resistant machine screws. Pull boxes in damp locations must have threaded hubs and gaskets and be NEMA 4X. All pull boxes must be suspended from ceiling or walls in the most substantial manner.
2. In centering outlets, the Contractor is cautioned to allow for overhead pipes, ducts and other obstructions, and for variations in arrangement and thickness of fireproofing, soundproofing and plastering. Precaution should be exercised regarding the location of window and door trims, paneling, etc. Mistakes resulting from failure to exercise precaution must be corrected by the Contractor at no additional cost to the City. Outlets in hung ceilings must be supported from the black iron or structure.
3. The exact location of all outlets in finished rooms must be as directed by the Commissioner. When the interior finish has been applied, the Contractor must make any necessary adjustment of its work to properly center the outlets. All outlet boxes for local switches near doors must be located at the strike side of doors as finally hung, whether so indicated on the drawings or not.
4. Exposed wall outlet boxes must be securely anchored, erected neatly and tight against the walls.
5. All wall outlets of each type must be set accurately at the same level on each floor, except where otherwise specified or directed by the Commissioner. Where special conditions occur, outlets must be located as directed.
6. MOUNTING HEIGHTS: The following heights are standard heights and are subject to correction due to coordination with Contract Drawings. All such changes must be approved by the Resident Engineer. Heights given are from finished floor to center line of outlet or device on wall or partition, unless otherwise indicated.

a.	General Convenience Outlets (mount vertical)	1'-6"
b.	Clock Outlets	8'-6" or 1'-6" below ceiling
c.	Wall Lighting Switches	4'-0"
d.	Motor Controllers	5'-0"
e.	Motor Push-button	4'-2"
f.	Telephone Outlets	As Directed by the Commissioner
g.	Fire Alarm Bells	8'-6" or 1'-6" below ceiling
h.	Fire Alarm Stations	4'-0"
i.	Intercom Outlet	1'-6"
j.	Cooking and Refrigerator Unit	As Directed
7. Outlet boxes must be of a design and construction approved by the Commissioner. The type of box, including its form and dimensions, must be appropriate for: its specific location; the kind of fixture to be used; and, the conduits (both quantity and type) that will connect to it. All ferrous outlet boxes must meet the requirements for zinc coating as specified under Electrical Conduit Systems.
8. Knockouts will only be opened to insert conduit. Any outlet boxes with more openings than are necessary for conduit insertion must be sealed by the Contractor without additional charge.
9. All outlet boxes and junction boxes for exposed work must be galvanized cast iron or cast aluminum with threaded openings. Outlet boxes for exposed inside work in damp locations must be galvanized cast iron or cast aluminum with threaded hubs and neoprene gaskets.
10. Junction boxes must not be less than 4 11/16" square and must be equipped with zinc coated plates. Where plates are exposed they must be finished to match the room decor.



11. **FIXTURE SUPPORTS:** Outlet boxes supporting lighting fixtures must be equipped with fixture studs held by approved galvanized stove bolts or integral with the box. Cast iron or malleable boxes must have four (4) tapped holes for mounting required cover or fixtures.
12. Outlet boxes exposed to the weather or indicated W.P. must be cast iron or cast aluminum with the covers made watertight with neoprene gaskets. The boxes must have external lugs for mounting. Drilling of the body of the fitting for mounting will not be permitted. The cover screws must be appropriate in size, non-corrodible and not less than four (4) in number for each box opening.

**REFER TO THE ADDENDUM FOR THE APPLICABILITY OF SUB-SECTION 3.3**

**3.3 ELECTRICAL WIRING DEVICES:**

- A. **WALL SWITCHES:** must be of the best specification grade, quiet type, and must have a rating of 20 Amperes at 277 volts, as manufactured by Bryant, Hubbell or approved equal. The mechanism must be equipped with arc snuffers. They must be of the tumbler type, single pole. Switches of the 3-way type must have a similar rating.
- B. **RECEPTACLES:**
  1. **CONVENIENCE OUTLETS:** must be of the best specification grade, duplex, two-pole, 3-wire, 20 Amperes at 125 volts. It must have a grounding pole that must be grounded to the conduit system. Receptacles must be capable of both back and side wiring and must have only one (1) grounding screw. Receptacles must be Hubbell Catalog #5262 or approved equal.
  2. **HEAVY DUTY RECEPTACLE OUTLETS:** must have the Ampere rating and the number of poles specified on the Contract Drawings and must be Hubbell, Russell-Stoll, Bryant, AH & H or approved equal. Each outlet must have a grounding pole, which must be grounded to the conduit system.
  3. **FLOOR RECEPTACLES:** must be Russell & Stoll #3040 or approved equal, to fit into floor box previously specified.
  4. **NAMEPLATES:** are required for all receptacles other than 120V.
- C. **CLOCK HANGERS:** Clock outlets for surface type clocks must be equipped with a supporting hook and recessed faceplate to conceal the electrical cord.
- D. **WATERTIGHT DEVICES:** For installations exposed to weather or in damp locations, the devices must be in a gasketed, cast iron enclosure.
- E. **PLATES:**
  1. Every convenience outlet and switch outlet must be covered by means of a stainless steel No. 302 - 0.4" antimagnetic plate with an approved finish, unless provided otherwise in the detailed Specifications.
  2. Where two (2) or three (3) switches are grouped together, a single faceplate must be used. Where more than three (3) switches are located at one (1) point, the faceplates may be made up in multiple units.

**REFER TO THE ADDENDUM FOR THE APPLICABILITY OF SUB-SECTION 3.4**

**3.4 ELECTRICAL CONDUCTORS AND TERMINATIONS:**

- A. **CONDUCTORS FOR LIGHT AND POWER:** All wire and cable must be of annealed copper of 98% conductivity. Aluminum wire or cable will not be permitted. The insulation must be flame retardant, moisture and heat resistant, thermoplastic, type THW or THWN rated for 600 volts at 75 degrees Celsius (C.) for both wet and dry locations. Wires No. 8 or larger must be stranded. Wires and cables must also



be subject to the requirements of the NYCEC. Cables for incoming service, or wire in conduits contiguous with the earth, in concrete, or other damp or wet locations, must be synthetic rubber insulated with neoprene jacket, heat and moisture resistant and must be equal to UL Type USE and rated for 600 volts at 75 degrees C. for both wet and dry locations.

- B. **FIXTURE WIRE:** Lighting fixtures must be wired with No. 14 gauge wire designated as AWM and rated at 105 degrees C.
- C. **OTHER TYPES:** Cables and wires for interior communication systems are described in applicable detailed Specifications.
- D. **MINIMUM SIZE:** Conductors smaller than No. 12 AWG must not be used for light or power.
- E. **COLOR CODE:** Wires must have a phase color code, and multiple conductor cables must be color coded.
- F. **CABLE DATA:** The Contractor must submit for approval the following information for each size and type of cable to be furnished:
  - 1. **Manufacture of Cable - Location of Plant.**
  - 2. **Minimum insulation resistance at standard test temperature.**
  - 3. **Days required for delivery to site of work after order to proceed with manufacture.**
- G. **ORIGINAL REELS:** Cable and wire must be delivered to the site of the work on original sealed factory reels.
- H. **WIRE INSTALLATION:**
  - 1. **INSTALL WIRES AFTER PLASTERING:** Feeder and branch circuits wiring must not be installed into conduit before the rough plastering work is completed. No conductors must be pulled into floor conduits before floor is poured.
  - 2. **CONDUIT SECURED IN PLACE:** No conductor must be pulled into any conduit run before all joints are made up tightly and the entire run rigidly secured in place.
  - 3. **WIRE ENDS:** All wires must be left with sufficiently long ends for proper connection and stowing.
  - 4. **PULLING COMPOUNDS:** to ease the pulling-in of wires into the conduit, only approved compounds as recommended by cable manufacturers must be used.
  - 5. **PRESSURE CONNECTORS:** pressure connectors for wires must be of the cast copper or forged copper pressure plate type. Connectors must be O.Z., Burndy, National Electric Products or approved equal.
  - 6. **Splices and feeder taps in the gutters of panel boxes must be made by means of pressure plate-type connectors encased in composition covers as manufactured by O.Z., Burndy, National Electric Products or approved equal.**
  - 7. **Splices in branch wiring for sound systems and fire systems, must be first made mechanically secure, then soldered and taped.**
  - 8. **In lieu of soldered splices (except for sound and fire systems, which must have soldered splices) the following alternates are acceptable for operating temperatures up to 105 degrees C., for fluorescent fixtures and for the splicing of branch circuit wiring up to No. 8 AWG wire:**
    - a. **Mechanical splices made with mechanical connectors as manufactured by the Minnesota Manufacturing Company "Scotchlock" or approved equal. Mechanical connectors requiring a special tool (pressure connectors, insulators and locking rings) by Buchanan or approved equal. The tool used for connector application must be as approved by the connector manufacturer.**



- b. For branch circuit wire and cable No. 6 AWG and larger, the seamless tubular connector will only be accepted. Application of this connector must be with a tool recommended by the connector manufacturer.
- 9. TAGS: All feeders and risers must be tagged at both ends, and in all pull and junction boxes and gutter spaces through which they pass. Such tags must be of fiber and have the feeder designation and size stamped thereon.
- 10. BRANCH CIRCUIT WIRING:
  - a. The Contractor installing branch circuit wiring must test the work for correct connections and leave all loop splices in the fixture outlet boxes properly spliced and taped. The Contractor must provide wire ends long enough for convenient connection to device.
  - b. NEUTRALS: No common neutrals must be used except for lighting branch circuits. Each neutral wire must be terminated separately on a neutral busbar in the panelboard. No common neutrals will be permitted for convenience receptacle branch circuits.
- I. TERMINATIONS
  - 1. LUGS: All lugs for all devices and all cable terminations must be copper. AL/CU rated lugs will not be permitted. The only exception to this requirement is when the particular device is not manufactured with copper lugs by any manufacturer. Lugs for No. 6 AWG cable and larger must be cast copper or forged copper pressure plate type. Lugs for 1/0 and larger must be fastened with two (2) bolts.
  - 2. All lugs must be of the proper size to accept the cable connected to them. Any subcontractor furnishing a device containing lugs is to coordinate with the Contractor to ensure that the device terminations are adequate for the wire or cable (whose size may be larger than expected due to voltage drop considerations) connected to the device.

**REFER TO THE ADDENDUM FOR THE APPLICABILITY OF SUB-SECTION 3.5**

**3.5 CIRCUIT PROTECTIVE DEVICES:**

This Section sets forth the circuit protective devices such as circuit breakers and safety switches, used in connection with Motor Control Equipment, Distribution Centers, Panel boards and Service Entrance.

- A. CIRCUIT BREAKERS:
  - 1. CIRCUIT BREAKERS: must be operable in any position and must be of the quick-make, quick-break type on manual operation. The handle must be trip free, preventing contacts from being held in closed position against abnormal overloads or short circuits. Positive visual indication of automatic tripped position of breaker must be provided, in addition to the "On" and "Off" indication. All circuit breakers must be of the bolted type.
  - 2. TRIP RATING: Circuit breakers must be provided with the required number of trip elements, calibrated at 40 degrees C., ambient temperature, in accordance with wire sizes or motor currents as shown on Contract Drawings or indicated in the Specifications.
  - 3. POLE BARRIER: Multipole pole breakers must be designed to break all poles simultaneously. They must be provided with barriers between poles and arc suppressing devices.
  - 4. ELEMENTS: Multipole circuit breakers must have frames of not less than a 100 Ampere rating. Multipole circuit breakers for 480 volts AC operation must have an NEMA interrupting rating of 18,000 Amperes, unless a higher rating is specified in the Specifications or indicated on the Contract Drawings.
  - 5. For circuit breakers with frame size up to and including 225 Amperes, the breakers may be





provided with non-interchangeable trip elements. For frame ratings above 225 Amperes, the breakers must be provided with interchangeable trip elements, which can be replaced readily.

6. Single pole circuit breakers for branch circuits must have a frame size of no less than 100 Amperes, and must be rated at 125 volt A.C. with a NEMA interrupting rating of 10,000 Amperes, unless a higher rating is specified in the Specifications or indicated on the Contract Drawings.
7. INVERSE TIME ACTION: The circuit breakers must be dual element type, one (1) element with time limit characteristics, so that tripping will be prevented on momentary overloads, but will occur before dangerous values are reached and the other with instantaneous trip action. Inverse time delay action must be effective between a minimum tripping point of 125% of rating of breaker and an instantaneous tripping point between 600% and 700% of rated current.
8. CONSTANCY OF CALIBRATION: The tripping elements must insure constant calibration and be capable of withstanding excessive short circuit conditions without injury.
9. CONTACTS: must be non-welding under operating conditions and of the silver to silver type.
10. TEMPERATURE RISE: Current carrying parts, except thermal elements, must not rise in temperature in excess of 30 degrees C. while carrying current at the part's rated current and frequency.
11. NUMBERING: Each circuit breaker must be distinctly numbered when installed in a group with other breakers. The calibration of trip element must be indicated on each breaker.

**B. SAFETY SWITCHES:**

NEMA TYPE HD: When safety switches are permitted to be used for service entrance, motor disconnecting means or to control other types of electrical equipment, they must be of the type HD of a rating not less than 30 Amperes. Enclosures must be provided with means for locking. For ratings above 60 Amperes terminals must have double studs.

**REFER TO THE ADDENDUM FOR THE APPLICABILITY OF SUB-SECTION 3.6**

**3.6 DISTRIBUTION CENTERS:**

This Section sets forth the construction and installation procedure for Switchboards, Panel boards and Cabinets.

- A. PANEL BOARDS, GENERAL TYPE: The panel boards must be of the automatic circuit breaker type with individual breakers for each circuit, removable without disturbing the other units. Circuit breakers must be in accordance with the requirements outlined under Section 3.5, "Circuit Protective Devices."
- B. NUMBER AND RATING OF CIRCUIT BREAKERS: The Contract Drawings show a layout of each panel, giving the number, frame, size and trip setting of circuit breakers and number of branch circuits and spare breakers. Each branch circuit must be distinctly numbered.
- C. BUS BAR CONSTRUCTION AND SUPPORT: Panel Boards must be of the dead front type and must have bus bars and branch circuits designed to suit the system and voltage. Current carrying parts, exclusive of circuit breakers, must be copper and based on a maximum density of 1,000 Amperes per square inch. Bus bars for the main switchboard must be designed for the frame rating of the Service Breaker. Bus bars must run up the center of the panel, unless otherwise indicated, and must have connected thereto the various branch circuits. Unless otherwise specified, bus bars for each panel board must be equipped with main lugs only and capacity as required on Contract Drawings. Where main protection is required, automatic circuit breakers must be used. A neutral bus of at least the same capacity as a live bus bar must be provided for the connection of all neutral conductors. Each terminal must be identified. All current carrying parts, exclusive of circuit breakers, must be of copper with a minimum number of joints. The bus bar structure must be a self-supporting unit, firmly fastened to a ½



- inch plastic board, extending the full length and width of assembly which must serve to insulate the bus structure from the back of panel box. Other methods affording equally effective bus structure support and insulation will be given consideration. An insulating barrier must separate neutral bus from other parts of panel.
- D. **CIRCUIT BREAKER ASSEMBLY:** The entire circuit breaker and bus bar assembly must be mounted on an adjustable metal base or pan and secured to the back of the panel box. The panel must have edges flanged for rigidity.
  - E. **PANEL MOUNTING:** The panel must be centered in the panel box, line up with the door openings, be set level and plumb, and no live parts may be exposed with the door open.
  - F. **PANEL CABINET:**
    - 1. **PANEL CABINET INSTALLATION:** When installed, surface mounted in panel closets must be mounted on Kindorf channel.
    - 2. Where cabinets cannot be set entirely flush due to masonry walls or partitions or where cabinet is extra deep, the protruding sides of cabinet must be trimmed with a metal or hardwood return molding of approved design and fastened to cabinet so as to conceal the intersection between the wall and cabinet.
  - G. **NAMEPLATES:** Where required, nameplates must be made of engraved Lamicoide sheet, or approved equal. Letters and numbers must be engraved white on a black background (except for Firehouse projects which must have white letters on a red background). The Contractor must submit an engraved sample for approval as to design and style of lettering before proceeding with the manufacture of the nameplate. Nameplates must be of suitable size and must also be provided at the top of the switchboard or section thereof and on the trim at the top of all lighting and power panels. Similar nameplates must also be provided for each distribution circuit breaker giving the breaker number, the number of the feeder, and the name of the equipment fed.
  - H. **SHOP DRAWINGS:** showing all details of boxes, panels, etc., must be submitted for approval.
  - I. **DIRECTORIES:** A directory must be fastened with brass screws and consist of a noncorrosive metal frame with dimensions not less than five (5) inches x eight (8) inches and a transparent window of Plasticite, Plexiglass, Lucite, Polycarbonate or approved equal that is not less than 1/16 inch thick over cardboard or heavy paper. The directory must be typewritten and show the number and name of each circuit, and lighting or equipment supplied. The size of riser feeder must be as indicated on the directory. The dimensions of the directory must be submitted for approval for each size of panel.
  - J. **CONSTRUCTION**
    - 1. **FINISH:** Panel boxes, doors and trim for installation in dry locations, must be zinc coated after fabrication by the hot-dip galvanizing or electroplate process on inside and outside surfaces. In damp locations, panel boards must be enclosed and gasketed NEMA 3R type. Panel boards located outdoors or exposed to the weather must be NEMA 3X type.
    - 2. **PAINTING:** Panel boxes, doors and trim must receive a coat of approved priming paint and a second coat of approved paint in the field after installation. Paint must be applied to the inside and outside of boxes and on both sides of trim. Panel trims and doors must receive a third or finishing coat on the outside after installation. Approval as to texture and color must be obtained before the final coat is applied.



**REFER TO THE ADDENDUM FOR THE APPLICABILITY OF SUB-SECTION 3.7**

**3.7 MOTORS:**

This Section sets forth the general design, construction and performance requirements, which must apply to all motors furnished in the Contract.

- A. **MOTOR DESIGN:** All motors must be designed to comply with the New York State Energy Conservation Construction Code and the New York City Energy Conservation Code. In the event of any conflict or inconsistency between such codes, the New York City Energy Conservation Code must prevail. Motors must have standard NEMA frames and must have nameplate ratings adequate to meet the specified conditions of operation. Motor performance under variable conditions of voltage and frequency must be within the limits set in NEMA standards, unless modified in the Specifications. Motors must be expressly designed for the hazard duty load, voltage and frequency as specified in the Contract. All motor windings must be copper. All motors intended to operate on a 208 volt system must be designed and rated for 200 volts.
- B. **STANDARDS OF COMPARISON:** In the absence of specific motor specifications, in general, the best standard products of the leading motor manufacturers must be considered as a standard for comparison. The requirements of the NEMA standards for motors and generators must be deemed to contain the minimum requirements of performance and design.
- C. **OBJECTIONABLE NOISES:** Objectionable noises will not be tolerated and exceptionally quiet motors may be required for certain specified locations. Noise control tests as per the New York City Construction Codes may be performed as directed by the Commissioner. Such motors must bear a nameplate lettered "Quiet Motor." Springs and slip rings must be of approved non-ferrous material.
- D. **BEARINGS:**
  - 1. Bearings, unless specified otherwise, must be of the ball or roller type. Motors one (1) horsepower and larger that are equipped with ball roller bearings must also have lubrication of the pressure-relief greasing type. The Contractor furnishing four (4) or more such motors must also furnish, as part of the Contract, a pressure grease gun of rugged design, of approximately ten (10) ounce capacity, complete with necessary adapters. The Contractor must also provide ten (10) pounds of approved gun grease.
  - 2. For any particular unit where sleeve bearings are deemed desirable, permission for their use may be granted by the Commissioner. Motors one (1) horsepower and larger that are equipped with sleeve type bearings must, in addition to having protected fittings easily accessed for oiling, be provided with visible means for determining normal oil level. Lubrication must be positive, automatic and continuous.
- E. **MOTOR TERMINALS AND BOXES:** Each motor must be furnished with flexible leads of sufficient length to extend for a distance of not less than three (3) inches beyond the face of the conduit terminal box. This box must be furnished of ample size to make and house motor connections. These requirements must be met irrespective of any other standards or practices. Size of cable terminals and conduit terminal box holes must be subject to approval. For motors five (5) horsepower or larger, each terminal must come with two (2) cast or forged copper pressure type connectors with bolts, nuts and washers. For motors of smaller ratings, connectors of other acceptable types may be furnished. For installations exposed to the weather or moist locations, terminal boxes must be of cast iron with threaded hubs and gasketed covers. Cover screws must be of non-corrosive material.
- F. **MOTOR TEMPERATURE RISES:** The motor nameplate temperature rises for the various types of motor enclosures must be as listed below:
 

1. Open Frame	40 degrees C.
2. Totally enclosed and enclosed fan cooled	55 degrees C.
3. Explosion proof and submersible	55 degrees C.



4. Partially enclosed and drip proof 40 degrees C.

The temperature of the various parts of a motor must meet the requirements of NEMA standards for the size and type of the motors. Tests for heating must be made by loading the motor to its rated horsepower and keeping it so loaded for the rated time interval or until the temperature becomes constant.

- G. SPECIAL CODE INSTALLATIONS: Electrical installations covered by special publications of NBFU and by special City rulings and regulations must comply in design and safety features with such applicable codes, regulations and rulings, and must be furnished and installed complete with all accessories and safety devices as therein specified.
- H. MOTORS ON LIGHTING PANELS: The largest A.C. motor permitted on branch circuits of lighting panels must not exceed 1/4 horsepower.
- I. MOTORS RATED: ½ horsepower and larger must be polyphase.

**REFER TO THE ADDENDUM FOR THE APPLICABILITY OF SUB-SECTION 3.8**

**3.8 MOTOR CONTROL EQUIPMENT:**

This Section sets forth the requirements for motor controllers and associated devices. Such requirements are applicable to all motor control equipment furnished or installed.

- A. MANUFACTURER: All control equipment furnished under the Contract must be the product of a single manufacturer. Exceptions to this rule may be granted in the case of controllers for fractional horsepower motors driving special equipment, the various units of which have been engineered to obtain specific performance.
- B. CONTROL ITEMS REQUIRED: The Contractor furnishing motors must also furnish therewith complete disconnecting, starting and control equipment as required by the detailed Specifications, the various code authorities and for the successful operation of the driven equipment. These items include circuit breakers, magnetic starters with overload protection and low voltage release or protection, push button stations, pilot lights and alarms, float, pressure, temperature and limit switches, load transfer switches, devices for manual operation and speed controllers, etc. The Contractor must furnish as many of these items as required for the successful operation of the driven unit.
1. Where a motor is to be located out of sight of the controller, the Contractor must furnish an approved disconnecting means to be mounted near motor.
- C. TYPES OF STARTERS:
1. SQUIRREL CAGE: A.C. motors of the squirrel cage type, rated from one (1) to thirty (30) horsepower, must have magnetic across the line starters; motors rated above thirty (30) horsepower must be furnished with reduced voltage (autotransformer type) starter or part winding start with time delay to reduce inrush current. Size of starters must be based on 200V operation.
2. SLIP RING: A.C. motors of the slip-ring type must be furnished with primary across the line starters interlocked with secondary starting and regulating equipment. The interlocking feature must prevent starting of the motor when the secondary controller is off the initial starting point.
3. MAGNETIC: For fractional horsepower motors, magnetic type starters are not required unless the particular method of controlling the driven equipment makes them necessary. Where individual single phase fractional horsepower motors or the sum of fractional horsepower motors controlled by an automatic device are ½ horsepower or more, magnetic starters and circuit breakers must be used. Single phase A.C. motors smaller than ½ horsepower or three-phase A.C. motors smaller than one (1) horsepower where manual control is specified may be furnished with starters of toggle switch or push button type with inbuilt thermal protection. No additional disconnecting means is required to be furnished with this type of starter. This type of starter may also be used in series



with automatic control devices such as thermostats, float and pressure switches, provided the individual motor or the sum of fractional horsepower motors is less than ½ horsepower. Means for manual operation must be provided.

- D. **DISCONNECTING BREAKER:** All motor starters, unless otherwise specified, must be provided with a disconnecting means in the form of a circuit breaker of the type specified under Article 3.5 CIRCUIT PROTECTIVE DEVICES. This disconnecting means must be contained in the same housing with the starter and must be operable from outside. Means must be provided for locking the handle of the circuit breaker in the "OFF" position if it is desired to take the equipment out of service and prevent unauthorized starting.
- E. **CONTROL CABINET – DRY LOCATIONS:** All starters must be furnished with general purpose, NEMA Type 1, sheet metal enclosures with hinged covers and baked enamel finish.
- F. **CONTROL CABINET – WATERTIGHT:** In wet locations, cast iron watertight enclosures with threaded hubs, galvanized and gasketed hinged covers must be provided.
- G. **PANELS:** Motor control devices and appliances must be mounted on approved insulating slabs with all wiring and connections made on the back of the slabs.
- H. **WIRING AND TERMINALS:** Wiring connections for currents of one hundred (100) Amperes or less may be made with copper wire or cable with special flameproof insulating coverings. Such wires must be installed in a neat workmanlike manner, flat against the slab, and held in place by clips. Connections must be made with pressure connectors for No. 8 AWG and larger wires, and with grommets for small stranded wires. Except for incoming and outgoing main leads, all connections must terminate on approved connector blocks, which may be installed on the face of the slab. For small, across the line starters, the above requirements may be modified if satisfactory connections are provided.
- I. **COPPER BUS:** For currents exceeding one hundred (100) Amperes, copper bus must be used in place of wires. The bus must be constructed of copper rods, tubing or flat strap, bent and shaped properly and securely attached to the slab in a neat and workmanlike manner. The cross section of copper must provide sufficient areas to keep current density at not more than one thousand (1,000) Amperes per square inch.
- J. **COOPERATION:** The Contractor's subcontractor(s) who furnish electrically operated equipment must give to the Contractor and the Contractor's electrical subcontractor full information relative to sizes and locations of apparatus furnished by them which require electrical connections.

**END OF SECTION 01 35 06**



**Department of  
Design and  
Construction**

Division 01 – DDC STANDARD GENERAL CONDITIONS  
SINGLE CONTRACT PROJECTS  
Issue Date: July 1, 2022

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**SECTION 01 35 26  
SAFETY REQUIREMENTS PROCEDURES**

**PART I – GENERAL**

**1.1 RELATED DOCUMENTS:**

- A. The following documents apply to all required work for the Project: (1) the Contract Drawings, (2) the Specifications, (3) the General Conditions, (4) the Addendum, and (5) the Contract [City of New York Standard Construction Contract].
- B. The Contractor shall comply with the requirements of “*The City of New York Department of Design and Construction Safety Requirements*”. This document is included in the Information for Bidders.

**1.2 SUMMARY:**

- A. This Section includes administrative and general procedural requirements for Safety and Health Requirements, including:
  - 1. Definitions
  - 2. Required Safety Meeting
  - 3. Compliance with Regulations
  - 4. Submittals
  - 5. Personnel Protective Equipment
  - 6. Hazardous and / or Contaminated Materials
  - 7. Emergency Suspension of Work
  - 8. Protection of Personnel
  - 9. Environmental Protection

**1.3 DEFINITIONS:**

- A. Refer to Article 2 of the Contract for definition of terms, words and expressions used in the General Conditions not otherwise defined herein.
- B. Design Consultant: “Design Consultant” must mean the entity responsible for providing design services for the Project, including without limitation, preparing the construction documents (drawings and specifications) and providing services in connection with such documents during construction. The entity serving as the “Design Consultant” may be a corporation, firm, partnership, joint venture, individual or combination thereof. Such entity may be either an employee(s) of the City or an entity engaged by the City to provide such services.

**1.4 REQUIRED SAFETY MEETINGS:**

- A. Prior to commencing construction, the Resident Engineer will schedule and hold a preconstruction kick-off meeting either at DDC’s main office or at the Project site with representatives of the Contractor, including the principal on-site project representative, one or more safety representatives, the Commissioner’s designated representatives and other concerned parties for the purpose of reviewing the Contract safety requirements. Additionally, implementing Work safety provisions must be discussed.
- B. The Contractor is responsible for conducting weekly documented jobsite safety meetings, given to all jobsite personnel including all subcontractors on the Project, with the purpose of discussing safety topics and job-specific requirements at the DDC worksite.



**1.5 COMPLIANCE WITH REGULATIONS:**

- A. The Work, including contact with or handling of hazardous materials, disturbance or dismantling of structures containing hazardous materials, and disposal of hazardous materials, shall comply with the applicable requirement for 29 CFR Parts 1910 and 1926, and 40 CFR, Parts 61, 261, 761 and 763.
- B. Work involving disturbance or dismantling of asbestos or asbestos-containing materials, demolition of structures containing asbestos and removal of asbestos, shall comply with 40 CFR Part 61, Subparts A and M, and 40 CFR Part 763, as applicable.
- C. Additionally, Work shall comply with all applicable federal, state, and local safety and health regulations.
- D. In case of a conflict between applicable regulations, the more stringent requirements shall apply.
- E. All workers working on the DDC Project site are required by NYC Local Law 41 to complete the OSHA 10-hour training course.

**1.6 SUBMITTALS:**

- A. The Contractor shall submit to the Resident Engineer, copies of the Safety Program, Site Safety Plan and other required documentation in accordance with the “*New York City Department of Design and Construction Safety Requirements*”.
- B. Permits: If hazardous materials are disposed of off-site, the Contractor must submit to the Resident Engineer copies of shipping manifests, permits from applicable federal, state, or local authorities and disposal facilities, and certificates that the material has been disposed of in accordance with regulations.
- C. Accident Reporting: Submit a copy of each accident report to the Resident Engineer in accordance with the “*New York City Department of Design and Construction Safety Requirements*”.
- D. All asbestos and lead project regulatory notifications are to be submitted to DDC’s Office of Environmental and HazMat Services (OEHS) through the Resident Engineer.
- E. Request for Subcontractor Approval: Any subcontractor performing environmental work must submit required documentation for approval to perform such work as required by DDC’s OEHS.

**PART II – PRODUCTS**

**2.1 PERSONNEL PROTECTIVE EQUIPMENT:**

- A. Special facilities, devices, equipment, and similar items used by the Contractor in execution of the Work shall comply with 29 CFR Part 1910, subpart I, Part 1926, subpart E, and other applicable regulations.

**2.2 HAZARDOUS AND / OR CONTAMINATED MATERIALS:**

- A. The Contractor shall bring to the attention of the Commissioner, any material encountered during execution of the Work that the Contractor suspects to be hazardous and / or contaminated.
- B. The Commissioner shall determine whether the Contractor shall perform tests to determine if the material is hazardous and / or contaminated. A change to the Contract price may be provided, subject to the applicable provisions of the Contract.
- C. If the material is found to be hazardous, the Commissioner may direct the Contractor to remediate the hazard and a change to the Contract price may be provided, subject to the applicable provisions of the Contract.





### **PART III – EXECUTION**

#### **3.1 EMERGENCY SUSPENSION OF WORK:**

- A. When the Contractor is notified by the Commissioner of noncompliance with the safety provisions of the Contract, the Contractor shall immediately, unless otherwise instructed, correct the unsafe condition, at no additional cost to the City.
- B. If the Contractor fails to comply promptly, all or part of the Work may be stopped by notice from the Commissioner.
- C. When, in the opinion of the Commissioner, the Contractor has taken satisfactory corrective action, the Commissioner shall provide written notice to the Contractor that the Work may resume.
- D. The Contractor shall not be allowed any extension of time or compensation for damages in connection with a work stoppage for an unsafe condition.

#### **3.2 PROTECTION OF PERSONNEL:**

- A. The Contractor shall take all necessary precautions to prevent injury to the public, occupants, or damage to property of others. The public and occupants includes all persons not employed by the Contractor or a subcontractor.
- B. Whenever practical, the work area shall be fenced, barricaded, or otherwise blocked off from the public or occupants to prevent unauthorized entry into the work area, in compliance with the requirements of Section 01 50 00 TEMPORARY FACILITIES, SERVICES AND CONTROLS, and including without limitation, the following:
  - 1. Provide traffic barricades and traffic control signage where construction activities occur in vehicular areas.
  - 2. Corridors, aisles, stairways, doors, and exit ways shall not be obstructed or used in a manner to encroach upon routes of ingress or egress utilized by the public or occupants, or to present an unsafe condition to the public or occupants.
  - 3. Store, position and use equipment, tools, materials, scraps and trash in a manner that does not present a hazard to the public or occupant by accidental shifting, ignition, or other hazardous activity.
  - 4. Store and transport refuse and debris in a manner to prevent unsafe and unhealthy conditions for the public and occupants. Cover refuse containers and remove refuse on a frequent regular basis acceptable to the Resident Engineer. Use tarpaulins or other means to prevent loose transported materials from dropping from trucks or other vehicles.

#### **3.3 ENVIRONMENTAL PROTECTION:**

- A. Dispose of solid, liquid and gaseous contaminants in accordance with local codes, laws, ordinances and regulations.
- B. Comply with applicable federal, state, and local noise control laws, ordinances, and regulations, including but not limited to 29 CFR 1910.95, 29 CFR 1926.52 and NYC Administrative Code Chapter 28 of Title 15.

**END OF SECTION 01 35 26**



**Department of  
Design and  
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**SECTION 01 35 91  
HISTORIC TREATMENT PROCEDURES**

**REFER TO THE ADDENDUM FOR APPLICABILITY OF THIS SECTION 01 35 91**

**PART I – GENERAL**

**1.1 RELATED DOCUMENTS:**

- A. The following documents apply to all required work for the Project: (1) the Contract Drawings, (2) the Specifications, (3) the General Conditions, (4) the Addendum, and (5) the Contract [City of New York Standard Construction Contract].

**1.2 SUMMARY:**

- A. This Section includes administrative and procedural requirements for the treatment of Landmark Structures and Landmark Quality Structures, as identified in the Addendum. Specific requirements are indicated in other sections of the Specifications.
- B. This Section includes, without limitation, the following:
  - 1. Storage and protection of existing historic materials
  - 2. General Protection
  - 3. Protection during use of heat-generating equipment
  - 4. Photographic Documentation
  - 5. NYC Landmarks Preservation Commission Final Approval signoffs

**1.3 RELATED SECTIONS: include without limitation the following:**

- A. Section 01 10 00 SUMMARY
- B. Section 01 32 33 PHOTOGRAPHIC DOCUMENTATION
- C. Section 01 33 00 SUBMITTAL PROCEDURES
- D. Section 01 77 00 CLOSEOUT PROCEDURES
- E. Section 01 78 39 CONTRACT RECORD DOCUMENTS

**1.4 DEFINITIONS:**

- A. Refer to Article 2 of the Contract for definition of terms, words and expressions used in the General Conditions not otherwise defined herein.
- B. Design Consultant: "Design Consultant" means the entity responsible for providing design services for the Project, including without limitation, preparing the construction documents (drawings and specifications) and providing services in connection with such documents during construction. The entity serving as the "Design Consultant" may be a corporation, firm, partnership, joint venture, individual or combination thereof. Such entity may be either an employee(s) of the City or an entity engaged by the City to provide such services.
- C. Landmark Structure or Site: Any building or site which has been designated as a landmark, or any building or site within a landmark district, as designated by the New York City (NYC) Preservation Commission or the New York State Historic Preservation Office.
- D. Landmark Quality Structure: Any building which has been determined by the City to be of landmark quality and/or historical significance.



- E. Preservation: To apply measures necessary to sustain the existing form, integrity, and materials of a historic property. Work may include preliminary measures to protect and stabilize the property.
- F. Rehabilitation: To make possible a compatible use for a property through repair, alterations, and additions while preserving those portions or features that convey its historical, cultural, or architectural values.
- G. Restoration: To accurately depict the form, features, and character of a property as it appeared at a particular period of time by means of the removal of features from other periods in its history and the reconstruction of missing features from the restoration period.
- H. Reconstruction: To reproduce in the exact form and detail a building, structure, or artifact as it appeared at a specific period in time.
- I. Stabilize: To apply measures designed to reestablish a weather-resistant enclosure and the structural reinforcement of an item or portion of the building while maintaining the essential form as it exists at present.
- J. Protect and Maintain: To remove deteriorating corrosion, reapply protective coatings, and install protective measures such as temporary guards; to provide the least degree of intervention.
- K. Repair: To stabilize, consolidate, or conserve; to retain existing materials and features while employing as little new material as possible. Repair includes patching, piecing-in, splicing, consolidating, or otherwise reinforcing or upgrading materials. Within restoration, repair also includes limited replacement in kind, rehabilitation, and reconstruction, with compatible substitute materials for deteriorated or missing parts of features when there are surviving prototypes.
- L. Replace: To duplicate and replace entire features with new material in kind. Replacement includes the following conditions:
  - 1. Duplication: Includes replacing elements damaged beyond repair or missing. Original material is indicated as the pattern for creating new duplicated elements.
  - 2. Replacement with New Materials: Includes replacement with new material when original material is not available as patterns for creating new duplicated elements.
  - 3. Replacement with Substitute Materials: Includes replacement with compatible substitute materials. Substitute materials are not allowed, unless otherwise indicated.
- M. Remove: To detach items from existing construction and legally dispose of them off-site, unless indicated to be removed and salvaged or removed and reinstalled.
- N. Remove and Salvage: To detach items from existing construction and deliver them to the City ready for reuse.
- O. Remove and Reinstall: To detach items from existing construction, repair and clean them for reuse, and reinstall them where indicated.
- P. Existing to Remain or Retain: Existing items of construction that are not to be removed and that are not otherwise indicated to be removed and salvaged, or removed and reinstalled.
- Q. Material in Kind: Material that matches existing materials as much as possible, in species, cut, color, grain, and finish.

### **1.5 SUBMITTALS:**

- A. Historic Treatment Program: Submit a written plan for each phase or process, including protection of surrounding materials during operations. Describe in detail materials, methods, and equipment to be used for each phase of the Work.
- B. Alternative Methods and Materials: If alternative methods and materials to those indicated are proposed for any phase of the Work, submit for the Commissioner's approval a written description, including



evidence of successful use on other comparable projects and provide a program of planned testing to demonstrate the effectiveness of the alternative methods and materials for use on this Project.

- C. Qualification Data: Submit qualification data for historic treatment specialists as specified and required by individual sections of the Project specifications.
- D. Photographs for Designated Landmark Structures: Submit photographs in accordance with Section 01 32 33 PHOTOGRAPHIC DOCUMENTATION and as described in this section.
- E. Record Documents: Include modifications to manufacturer's written instructions and procedures, as documented in the historic treatment preconstruction conference and as the Work progresses.

#### **1.6 QUALITY ASSURANCE:**

- A. Historic Treatment Specialist Qualifications: Refer to Section 01 40 00 QUALITY REQUIREMENTS for Qualifications for Historic Treatment Specialists.
- B. Historic Treatment Preconstruction Conference: The Resident Engineer will schedule and hold a preconstruction meeting at the site in accordance with Section 01 31 00 PROJECT MANAGEMENT AND COORDINATION.
  - 1. Review manufacturer's written instructions for precautions and effects of products and procedures on building materials, components, and vegetation.
    - a. Record procedures established as a result of the review and distribute to affected parties.

#### **1.7 STORAGE AND PROTECTION OF HISTORIC MATERIALS:**

- A. Removed and Salvaged Historic Materials: As specified and required by individual sections of the Project specifications.
- B. Removed and Reinstalled Historic Materials: As specified and required by individual sections of the Project specifications.
- C. Existing Historic Materials to Remain: Protect construction indicated to remain against damage and soiling during historic treatment. When permitted by the Commissioner, items may be removed to a suitable, protected storage location during historic treatment and reinstalled in their original locations after historic treatment operations are complete.
- D. Storage and Protection: When removed from their existing location, store historic materials, at a location acceptable to the Commissioner, within a weather tight enclosure where they are protected from wetting by rain, snow, or ground water, and temperature variations. Secure stored materials to protect from theft.
  - 1. Identify removed items with an inconspicuous mark indicating their original location.

### **PART II – PRODUCTS (Not Used)**

### **PART III – EXECUTION**

#### **3.1 GENERAL PROTECTION:**

- A. Comply with manufacturer's written precautions against harmful effects of products and procedures on adjacent building materials, components, and vegetation.
- B. Ensure that supervisory personnel are present when work begins and throughout its progress.
- C. Temporary Protection of Historic Materials during Construction:
  - 1. Protect existing materials during installation of temporary protections and construction. Do not deface or remove existing materials.



2. Attachments of temporary protection to existing construction must be approved by the Commissioner prior to installation.
- D. Protect landscape work adjacent to or within work areas as follows:
1. Provide barriers to protect tree trunks.
  2. Bind spreading shrubs.
  3. Use coverings that allow plants to breathe and remove coverings at the end of each day. Do not cover plant material with a waterproof membrane for more than eight (8) hours at a time.
  4. Set scaffolding and ladder legs away from plants.
- E. Existing Drains: Prior to the start of work or any cleaning operations, test drains and other water removal systems to ensure that drains and systems are functioning properly. Notify the Commissioner immediately of drains or systems that are stopped or blocked. Do not begin Work pertaining to this Section until the drains are in working order.
1. Provide a method to prevent solids, including stone or mortar residue, from entering the drains or drain lines. Clean out drains and drain lines that become blocked or filled by sand or any other solids because of the Work performed under this Contract.
  2. Protect storm drains from pollutants. Block drains or filter out sediments, allowing only clean water to pass.

### **3.2 PROTECTION DURING USE OF HEAT-GENERATING EQUIPMENT:**

- A. No roofing work requiring the use of an open flame will be permitted on any Landmark Structure or any Landmark Quality Structure whose roof or wall structure is made of wood or primarily of wood.
- B. Comply with the following procedures while performing work with heat-generating equipment, including welding, cutting, soldering, brazing, paint removal with heat, and other operations where open flames or implements utilizing heat are used:
1. Obtain Commissioner's approval for operations involving use of open-flame or welding equipment. Notification must be given for each occurrence and location of work with heat-generating equipment.
  2. Where possible, use heat-generating equipment in shop areas or outside the building.
  3. Before work with heat-generating equipment commences, furnish personnel to serve as a fire watch (or watches) for location(s) where work is to be performed.
  4. Do not perform work with heat-generating equipment in or near rooms or in areas where flammable liquids or explosive vapors are present or thought to be present. Use a combustible gas indicator test to ensure that the area is safe.
  5. Remove and keep the area free of combustibles, including rubbish, paper, waste, etc., within the area of operations.
  6. If combustible material cannot be removed, provide fireproof blankets to cover such materials.
  7. Where possible, furnish and use baffles of metal or gypsum board to prevent the spraying of sparks or hot slag into surrounding combustible material.
  8. Prevent the extension of sparks and particles of hot metal through open windows, doors, holes, and cracks in floors, walls, ceilings, roofs, and other openings.
  9. Inspect each location of the day's work not sooner than thirty (30) minutes after completion of operations to detect hidden or smoldering fires and to ensure that proper housekeeping is maintained.



- C. Where sprinkler protection exists and is functional, maintain it without interruption while operations are being performed. If operations are performed close to automatic sprinkler heads, shield the individual heads temporarily with guards.

**3.3 PHOTOGRAPHIC DOCUMENTATION:**

- A. Photographs for Designated Landmark Structures: Show existing conditions prior to any historic treatments, including one overall photograph and two close-up photographs of all areas of work affected. Show one overall photograph and two close-up photographs of all areas of work after the successful execution of all historical treatments.

**3.4 NEW YORK CITY LANDMARKS PRESERVATION COMMISSION FINAL APPROVALS SIGNOFF:**

- A. For all projects involving a Landmark Structure or Site, the Contractor, at the completion of the Work, must submit to the Commissioner, in accordance with Section 01 78 39 CONTRACT RECORD DOCUMENTS, all documentation concerning the successful execution of all historic treatments. This must include, but not be limited to, copies of all before and after photographs of historic treatments, one copy of the Contractor's as-built drawings, copies of testing and analysis results, including cleaning, mortar analysis, pointing mortars and all other information pertaining to work performed under the NYC Landmarks Preservation Commission jurisdiction.

**END OF SECTION 01 35 91**



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**SECTION 01 40 00  
QUALITY REQUIREMENTS**

**PART I– GENERAL**

**1.1 RELATED DOCUMENTS:**

- A. The following documents apply to all required work for the Project: (1) the Contract Drawings, (2) the Specifications, (3) the General Conditions, (4) the Addendum, and (5) the Contract [City of New York Standard Construction Contract].

**1.2 SUMMARY:**

- A. This Section includes the following:
  - 1. Definitions
  - 2. Engineering Services
  - 3. Conflicting Requirements
  - 4. Quality Assurance
  - 5. Quality Control
  - 6. Approval of Materials
  - 7. Special Inspections (Controlled Inspection)
  - 8. Inspections by Other City Agencies
  - 9. Certificates of Approval
  - 10. Acceptance Tests
  - 11. Repair and Protection
- B. This section includes administrative and procedural requirements for quality control to assure compliance with quality requirements specified in the Contract Documents.
- C. Testing and inspecting services are required to verify compliance with requirements specified or indicated. These services do not relieve Contractor of responsibility for compliance with the Contract Documents.
- D. Specified tests, inspections, and related actions do not limit Contractor's other quality assurance and quality control procedures that facilitate compliance with the Contract Documents.
- E. Provisions of this section do not limit requirements for the Contractor to provide quality assurance and quality control services required by the Commissioner or authorities having jurisdiction.
- F. Specific test and inspection requirements are specified in the individual sections of the Specifications.
- G. LEED: Refer to the Addendum to identify whether the Project is designed to comply with a Certification Level according to the U.S. Green Building Council's Leadership in Energy & Environmental Design (LEED) Rating System, as specified in Section 01 81 13.03 SUSTAINABLE DESIGN REQUIREMENTS FOR LEED v3 BUILDINGS or Section 01 81 13.04 SUSTAINABLE DESIGN REQUIREMENTS FOR LEED v4 BUILDINGS.
- H. COMMISSIONING: Refer to the Addendum to identify whether the Project will be commissioned by an independent third party under separate contract with the City of New York. Commissioning must be in accordance with ASHRAE and USGBC LEED-NC procedures, as described in Section 01 91 13 GENERAL COMMISSIONING REQUIREMENTS FOR MEP SYSTEMS and/ or Section 01 91 15 GENERAL COMMISSIONING REQUIREMENTS FOR BUILDING ENCLOSURE. The Contractor must cooperate with the Commissioning Agent and provide whatever assistance is required.



**1.3 RELATED SECTIONS:** Include without limitation the following:

- A. Section 01 10 00 SUMMARY
- B. Section 01 31 00 PROJECT MANAGEMENT AND COORDINATION
- C. Section 01 32 00 CONSTRUCTION PROGRESS DOCUMENTATION
- D. Section 01 33 00 SUBMITTAL PROCEDURES
- E. Section 01 77 00 CLOSEOUT PROCEDURES
- F. Section 01 78 39 CONTRACT RECORD DOCUMENTS

**1.4 DEFINITIONS:**

- A. Refer to Article 2 of the Contract for definition of terms, words and expressions used in the General Conditions not otherwise defined herein.
- B. Design Consultant: "Design Consultant" means the entity responsible for providing design services for the Project, including without limitation, preparing the construction documents (Drawings and Specifications) and providing services in connection with such documents during construction. The entity serving as the "Design Consultant" may be a corporation, firm, partnership, joint venture, individual or combination thereof. Such entity may be either an employee(s) of the City or an entity engaged by the City to provide such services.
- C. Commissioning: A Total Quality Assurance process that includes checking the design and installation of equipment, as well as performing functional testing of the same to confirm that the installed equipment is operating and in conformance with the Contract Documents and the City's requirements.
- D. Installer/ Applicator/ Erector: Contractor or another entity engaged by Contractor as an employee or Subcontractor, to perform installation, erection, application, assembly and similar operations.
- E. Mockups: Full-size physical assemblies that are constructed on-site either as freestanding temporary built elements or as part of permanent construction. Mockups are constructed to verify selections made under sample Submittals; to demonstrate aesthetic effects and qualities of materials and execution; to review coordination, testing, or operation; to show interface between dissimilar materials; and to demonstrate compliance with specified installation tolerances. Mockups are not samples. Unless otherwise indicated, approved mockups establish the standard by which the Work will be judged.
- F. Preconstruction Testing: Tests and inspections performed specifically for Project before products and materials are incorporated into the Work, to verify performance or compliance with specified criteria.
- G. Product Tests: Tests and inspections that are performed by a Nationally Recognized Testing Laboratory (NRTL) according to 29 CFR 1910.7, by a testing agency accredited according to NIST's National Voluntary Laboratory Accreditation Program (NVLAP), or by a testing agency qualified to conduct product testing and acceptable to authorities having jurisdiction, to establish product performance and compliance with specified requirements.
- H. Source Quality-Control Tests: Tests and inspections that are performed at the source; for example, plant, mill, factory, or shop.
- I. Testing Agency: An entity engaged to perform specific tests, inspections, or both. Testing laboratory means the same as testing agency.



- J. Quality-Assurance Services: Activities, actions, and procedures performed before and during execution of the Work to guard against defects and deficiencies and substantiate that proposed construction will comply with requirements.
- K. Quality-Control Services: Tests, inspections, procedures, and related actions during and after execution of the Work to evaluate that actual products incorporated into the Work and completed construction comply with requirements.

### 1.5 ENGINEERING SERVICES

- A. Performance and Design Criteria: Where professional design services provided by a professional engineer are specifically required of Contractor by the Contract Documents, provide products and systems complying with specific performance and design criteria indicated.
  - 1. If criteria indicated are insufficient to perform services or certification required, submit a written request for clarification to the Commissioner.

### 1.6 CONFLICTING REQUIREMENTS:

- A. General: If compliance with two or more standards is specified and the standards establish different or conflicting requirements for minimum quantities or quality levels, the Contractor must comply with the most stringent requirement. The Contractor must refer any uncertainties and/or conflicting requirements to the Commissioner for a decision before proceeding.
- B. Minimum Quantity or Quality Levels: The quantity or quality level shown or specified must be the minimum provided or performed. The actual installation may comply exactly with the minimum quantity or quality specified, or it may exceed the minimum within reasonable limits. To comply with these requirements, indicated numeric values are minimum or maximum, as appropriate, for the context of requirements. The Contractor must refer any uncertainties to the Commissioner for a decision before proceeding.

### 1.7 QUALITY ASSURANCE:

- A. General: Qualifications paragraphs in this Article establish the minimum qualification levels required. Individual Specification Sections may specify supplementary qualification requirements.
  - 1. **Minimum Experience:** Minimum Experience qualification levels as described herein, apply to all entities indicated in the Specification Sections for the Project, unless such entity requires Special Experience requirements per Subsection 1.7 A.2. below. Individual Specification Sections may specify supplementary qualification requirements.
  - 2. **Special Experience:** Special Experience qualification levels as described herein, apply to all entities indicated in the "Special Experience Requirements" page of the PASSPort procurement. Individual Specification Sections may specify supplementary qualification requirements.
- B. **Minimum Experience qualification levels:**
  - 1. **Qualifications for Installer or Applicator or Erector:** An entity complying with the requirements of authorities having jurisdiction and having, prior to the bid opening, been regularly engaged for a minimum of three (3) consecutive years in installing, erecting, applying, or assembling work in a timely fashion similar in material, design, and extent to that indicated for the Project, and whose work has resulted in construction with a record of successful in-service performance.



2. **Qualifications for Installer or Applicator or Erector requiring approval or certification or authorization by Manufacturer:** An entity complying with the requirements of authorities having jurisdiction and having, prior to the bid opening, been regularly engaged for a minimum of three (3) consecutive years in installing, erecting, applying, or assembling work in a timely fashion similar in material, design, and extent to that indicated for the Project, and whose work has resulted in construction with a record of successful in-service performance. In addition, the entity must be approved, or certified, or authorized by the manufacturers listed in the Specification Section and must be eligible to receive manufacturers' warranty.
3. **Qualifications for Fabricator:** An entity complying with the requirements of authorities having jurisdiction; having, prior to the bid opening, been regularly engaged for a minimum of three (3) consecutive years in producing products similar to those indicated for the Project and having a record of successful in-service performance, as well as sufficient production capacity to produce required units.
4. **Qualifications for Manufacturer:** An entity complying with the requirements of authorities having jurisdiction; having, prior to the bid opening, been regularly engaged for a minimum of three (3) consecutive years in manufacturing products or systems similar to those indicated for the Project; having a record of successful in-service performance for not less than three (3) consecutive years and having sufficient production capacity to produce required units. Manufacturer must meet warranty requirements and technical or factory-authorized service representative requirements.
5. **Qualifications for Specialist:** An entity complying with the requirements of authorities having jurisdiction; satisfying qualification requirements indicated in the Specification Section and having, prior to the bid opening, a minimum of three (3) consecutive years successfully engaged in the activities indicated.

**C. Special Experience Qualification Levels:**

1. **Special Qualifications for Installer or Applicator or Erector:** An entity complying with the requirements of authorities having jurisdiction and having, prior to the bid opening, been regularly engaged for a minimum of five (5) consecutive years in successfully installing, erecting, applying, or assembling work similar in material and design to that indicated for the Project. Entity must provide documentation of having successfully completed a minimum of three (3) projects similar in scope, size and type as required for the Project.
2. **Special Qualifications for Fabricator:** An entity complying with the requirements of authorities having jurisdiction; having, prior to the bid opening, been regularly engaged for a minimum of five (5) consecutive years in producing products similar to those indicated for the Project; having a record of successful in-service performance, as well as sufficient production capacity to produce required units. Entity must provide documentation of having successfully completed a minimum of three (3) projects similar in nature, size, and extent, to the requirements of the project.
3. **Special Qualifications for Installer of a Manufacturer-Warranted Roof System:** An entity complying with the requirements of authorities having jurisdiction; regularly engaged in performing roofing projects with its own workforce; having successfully completed in a timely fashion within the last three (3) consecutive years prior to the bid opening, at least three (3) roofing projects similar in scope, size and type to the required Project, and having performed at least one (1) of those projects in the last twelve (12) months. The three (3) qualifying projects must have utilized one or more of the roofing systems specified for the project being bid herein, been installed by the entity utilizing its own workforce and must have qualified for, and have been issued, the warranty provided by the manufacturer of the roofing system. In addition, the entity



must be a certified or authorized installer for the manufacturer's roofing systems specified herein and must submit proof of same.

4. **Special Qualifications for Installer of Roof tie-in to maintain existing Roof System**  
**Warranty:** An entity complying with the requirements of authorities having jurisdiction; regularly engaged in performing roofing projects with its own workforce; having successfully completed in a timely fashion within the last three (3) consecutive years prior to the bid opening, at least three (3) roofing projects similar in scope, size and type to the required Project, and having performed at least one (1) of those projects in the last twelve (12) months. The three (3) qualifying projects must have utilized the manufacturer and manufacturer's Product, been installed by the entity utilizing its own workforce and must have qualified for, and have been issued, the warranty provided by the manufacturer listed in the technical specification. In addition, the entity must be a certified or authorized installer for this manufacturer's specified roofing system specified herein and must submit proof of same.
  5. **Special Qualifications for Manufacturer:** An entity complying with the requirements of authorities having jurisdiction; having, prior to the bid opening, been regularly engaged for a minimum of five (5) consecutive years in manufacturing products or systems similar to those indicated for the Project; having completed a minimum of three (3) projects similar in nature, size, and extent, to the requirements of the project; having a record of successful in-service performance, as well as sufficient production capacity to produce required units. Manufacturer must meet warranty requirements, and technical or factory-authorized service representative requirements.
  6. **Special Qualifications for Historic Treatment Specialist:** An entity complying with the requirements of authorities having jurisdiction and having prior to the bid opening, been regularly engaged for a minimum of five (5) consecutive years in successfully completing in a timely fashion projects similar in scope, size, and type to the required work, based on architectural style, construction method and materials and age of building for the project. Entity must provide documentation of having successfully completed a minimum of three (3) projects similar in scope, size and type as required for the Project, and where at least one (1) such prior project of the three (3) must have involved a landmarked building, as officially designated by the City, State, or Federal government.
- D. **Professional Engineer Qualifications:** A professional engineer who is licensed and registered to practice in the State of New York and who is experienced in providing engineering services of the kind indicated. Engineering services are defined as those performed for installations of the system, assembly, or products that are similar to those indicated for the Project in material, design, and extent.
  - E. **Factory-Authorized Service Representative Qualifications:** An authorized representative of manufacturer who is trained and approved by manufacturer to observe and inspect installation of manufacturer's products that are similar in material, design, and extent to those indicated for the Project.
  - F. **Testing Agency Qualifications:** A Nationally Recognized Testing Laboratory (NRTL), a National Voluntary Laboratory Accreditation Program (NVLAP), or an independent agency with the experience and capability to conduct testing and inspection indicated, as documented according to ASTM E329 (Standard Specification for Agencies Engaged in Construction Inspection, Testing, or Special Inspection); and with additional qualifications specified in individual Specification Sections; and, where required by authorities having jurisdiction, that is acceptable to authorities.
  - G. **Preconstruction Testing:** Where testing agency is indicated to perform preconstruction testing for compliance with specified requirements for performance and test methods, comply with the following:
    1. Contractor responsibilities include the following:



- a. Provide test specimens representative of proposed products and construction.
  - b. Submit specimens in a timely manner with sufficient time for testing and analyzing results to prevent delaying the Work.
  - c. Provide sizes and configurations of test assemblies, mockups, and laboratory mockups to adequately demonstrate capability of products to comply with performance requirements.
  - d. Build site-assembled test assemblies and mockups using installers who will perform same tasks for Project.
  - e. Build laboratory mockups at testing facility using personnel, products, and methods of construction indicated for the completed Work.
  - f. When testing is complete, remove test specimens and test assemblies, and mockups, and laboratory mockups; do not reuse products on Project.
2. Testing Agency Responsibility: Submit a certified written report of each test, inspection, and similar quality-assurance service to Commissioner, with copy to Contractor. Interpret tests and inspections and state in each report whether tested and inspected work complies with or deviates from the Contract Documents.
- H. Mockups: Before installing portions of the Work requiring mockups, build mockups for each form of construction and finish required to comply with the following requirements, using materials indicated for the completed Work:
1. Build mockups in location and of size indicated or, if not indicated, as directed by the Commissioner.
  2. Notify Commissioner seven (7) days in advance of dates and times when mockups will be constructed.
  3. Demonstrate the proposed range of aesthetic effects and workmanship.
  4. Obtain Commissioner's approval of mockups before starting work, fabrication, or construction.
  5. Maintain mockups during construction in an undisturbed condition as a standard for judging the completed Work.
  6. Demolish and remove mockups when directed, unless otherwise directed or indicated.
- I. Integrated Exterior Mockups: Construct integrated exterior mockup according to approved Shop Drawings or as indicated on Drawings. Coordinate installation of exterior envelope materials and products for which mockups are required in individual Specification Sections, along with supporting materials. Comply with requirements in "Mockups" Paragraph in this Section.
- J. Room Mockups: Construct room mockups according to approved Shop Drawings or as indicated on Drawings, incorporating required materials and assemblies, finished according to requirements. Provide required lighting and additional lighting where required to enable Commissioner to evaluate quality of the Work. Comply with requirements in "Mockups" Paragraph in this Section.
- K. Laboratory Mockups: Comply with the requirements of preconstruction testing and those specified in individual Specification Sections.

## **1.8 QUALITY CONTROL:**

- A. City's Responsibilities: Where quality-control services are indicated as the City's responsibility in the Specifications, the City will engage a qualified testing agency to perform these services. (Refer to Special Inspections Article 1.10.)
1. COST OF TESTS BORNE BY THE CITY: Where the City directs tests to be performed to determine compliance with the Specifications regarding materials or equipment, and where such compliance is ascertained as a result thereof, the City will bear the cost of such tests.
  2. The City will furnish the Contractor with names, addresses, and telephone numbers of testing entities engaged and a description of the types of testing and inspecting they are engaged to perform.



3. Costs for retesting and re-inspecting construction that replaces or is necessitated by work that failed to comply with the Contract Documents will be charged to the Contractor.
- B. Contractor's Responsibility: Tests and inspections not explicitly assigned to the City are the Contractor's responsibility. Unless otherwise indicated, the Contractor must provide quality control services as set forth in the Specifications and those required by authorities having jurisdiction, whether specified or not.
1. COST OF TESTS BORNE BY CONTRACTOR – In the case of tests which are specifically called for in the Specifications to be provided by the Contractor or tests which are required by any authority having jurisdiction, but are not indicated as the responsibility of the City, the cost thereof will be borne by the Contractor and will be deemed to be included in the Contract price. The Contractor must reimburse the City for expenditures incurred in providing tests on materials and equipment submitted by the Contractor as the equivalent of that specifically named in the Specifications and rejected for non-compliance.
  2. Where services are indicated as Contractor's responsibility, the Contractor must engage a qualified testing agency to perform these quality-control services. Any testing agency engaged by the Contractor to perform quality control services is subject to prior approval by the Commissioner.
  3. The Contractor must not employ same entity engaged by the City, unless agreed to in writing by the Commissioner.
  4. The Contractor must notify testing agencies and the Commissioner at least 72 hours in advance of the date and time for the performance of Work that requires testing or inspecting.
  5. Where quality control services are indicated as Contractor's responsibility, the Contractor must submit a certified written report of each quality-control service, in triplicate, to the Commissioner.
  6. Testing and inspecting requested by the Contractor and not required by the Contract Documents are Contractor's responsibility.
  7. The Contractor must submit additional copies of each written report directly to authorities having jurisdiction, when they so direct.
- C. Manufacturer's Field Services: Where indicated, the Contractor must engage a factory-authorized service representative to inspect field-assembled components and equipment installation, including service connections. Results must be submitted in writing as specified in Section 01 33 00 SUBMITTAL PROCEDURES. Manufacturer's field representative's services include participation in preinstallation conferences, examination of substrates and conditions, verification of materials, observation of Installer activities, inspection of completed portions of the Work, and submittal of written reports.
- D. Retesting/Re-inspecting: Regardless of whether the original tests or inspections were the Contractor's responsibility, the Contractor must provide quality control services, including retesting and re-inspecting, for construction that replaced Work that failed to comply with the Contract Documents.
- E. Testing Agency Responsibilities: Cooperate with Commissioner and Contractor in performance of duties. Provide qualified personnel to perform required tests and inspections.
1. Notify Commissioner and Contractor promptly of irregularities or deficiencies observed in the Work during performance of its services.
  2. Determine the locations from which test samples will be taken and in which in-situ tests are conducted.
  3. Conduct and interpret tests and inspections and state in each report whether tested and inspected work complies with or deviates from requirements.
  4. Submit a certified written report, in duplicate, of each test, inspection, and similar quality-control service through Contractor.
  5. Do not release, revoke, alter, or increase the Contract Document requirements or approve or accept any portion of the Work.
  6. Do not perform duties of Contractor.
- F. Associated Services: The Contractor must cooperate with entities performing required tests, inspections, and similar quality control services, and must provide reasonable auxiliary services as requested. The



Contractor must notify the testing agency sufficiently in advance of operations to permit assignment of personnel. Provide the following:

1. Access to the Work.
  2. Incidental labor and facilities necessary to facilitate tests and inspections.
  3. Adequate quantities of representative samples of materials that require testing and inspecting. Assist testing entity in obtaining samples.
  4. Facilities for storage and field curing of test samples.
  5. Delivery of samples to testing entities.
  6. Design mix proposed for use for material mixes that require control by the testing entity.
  7. Security and protection for samples and for testing and inspecting equipment at the Project site.
- G. Coordination: Coordinate sequence of activities to accommodate required quality assurance and quality control services with minimal delay and avoid necessity of removing and replacing construction to accommodate testing and inspecting.
1. Schedule times for tests, inspections, obtaining samples, and similar activities.
  2. Coordinate and cooperate with the Commissioning Authority/Agent as applicable for start-up, inspection and functional testing in the implementation of the Commissioning Plan.
- H. Manufacturer's Directions: Where the Specifications provide that the manufacturer's directions are to be used, such printed directions must be submitted to the Commissioner.
- I. Inspection of Material: In the event that the Specifications require the Contractor to engage the services of an entity to witness and inspect any material especially manufactured or prepared for use in or part of the permanent construction, such entity will be subject to prior written approval by the Commissioner.
1. NOTICE - The Contractor must give notice in writing to the Commissioner, sufficiently in advance of its intention to commence the manufacture or preparation of materials especially manufactured or prepared for use in or as part of the permanent construction. Such notice must contain a request for inspection, the date of commencement, and the expected date of completion of the manufacture or preparation of materials. Upon receipt of such notice, the Commissioner will arrange to have a representative present at such times during the manufacture as may be necessary to inspect the materials, or the Commissioner will notify the Contractor that the inspection will be made at a point other than the point of manufacture, or the Commissioner will notify the Contractor that inspection will be waived.
- J. No Shipping Before Inspection: The Contractor must comply with the foregoing before shipping any material.
- K. Certificate of Manufacture: When the Commissioner so requires, the Contractor must furnish to the Commissioner, authoritative evidence in the form of Certificates of Manufacture that the materials to be used in the Work have been manufactured and tested in conformity with the Specifications. These certificates must include copies of the results of physical tests and chemical analyses where necessary, that have been made directly on the product, or on similar products being fabricated by the manufacturer. This may include such approvals as the Bureau of Standards and Appeals (B.S.A.), the Materials and Equipment (M.E.A.) acceptance Index, the Bureau of Electrical Control (B.E.C.), etc.
- L. Acceptance: When materials or manufactured products comprise of such quantity that it is not practical to make physical tests or chemical analyses directly on the product furnished, a certificate stating the results of such tests or analyses of similar materials which were concurrently produced may, at the discretion of the Commissioner, be considered as the basis for the acceptance of such material or manufactured product.
- M. Testing Compliance: The testing personnel must make the necessary inspections and tests, and the reports thereof must be in such form as will facilitate checking to determine compliance with the Specifications, indicating thereon all analyses and/or test data and interpreted results thereof.





- N. Reports: Reports in duplicate must be submitted and authoritative certification thereof must be furnished to the Commissioner as a prerequisite for the acceptance of any material or equipment.
- O. Rejections: If, in making any test, it is ascertained by the Commissioner that the material or equipment does not comply with the Specifications, the Contractor will be notified thereof, and will be directed to refrain from delivering said materials or equipment, or to promptly remove it from the site or from the Work and replace it with acceptable material at no additional cost to the City.
- P. Furnish Designated Materials: Upon rejection of any material or equipment submitted as the equivalent of that specifically named in the Specifications, the Contractor must immediately proceed to furnish the designated material or equipment.

**1.9 APPROVAL OF MATERIALS:**

- A. Local Laws: All materials, appliances and types or methods of construction must be in accordance with the Specifications and must in no event be less than that necessary to conform to the requirements of the New York City (NYC) Construction Codes, Administrative Code and Charter of the City of New York.
- B. Approval of Manufacturer: The names of proposed manufacturers, material suppliers, and dealers who are to furnish materials, fixtures, equipment, appliances or other fittings must be submitted to the Commissioner for approval, as early as possible, to afford proper review and analysis. No manufacturer will be approved for any materials to be furnished under the Contract unless it has a plant of ample capacity and have successfully produced similar products. All approvals of materials or equipment that are legally required by the NYC Construction Codes and other governing authorities must be obtained prior to installation.
- C. All Materials: Fixtures, fittings, supplies and equipment furnished under the Contract must be new and unused, except as approved by the Commissioner, and of standard first-grade quality and of the best workmanship and design. The City of New York encourages the use of recycled products where practical.
- D. INFORMATION TO SUPPLIERS - In asking for prices on materials under any item of the Contract, the Contractor must provide the manufacturer or dealer with such complete information from the Specifications and Contract Drawings as may in any case be necessary, and in every case the Contractor must inform the manufacturer or dealer of all the General Conditions and requirements herein contained.

**1.10 SPECIAL INSPECTIONS:**

- A. SPECIAL INSPECTIONS:
  - 1. Inspection of selected materials, equipment, installation, fabrication, erection, or placement of components and connections made during the progress of the Work to ensure compliance with the Contract Documents and provisions of the NYC Construction Codes, will be made by a Special Inspector. The City of New York will retain the services of the Special Inspector and bear the costs for the performance of Special Inspections in compliance with NYC Construction Codes requirements or as additionally may be called for in the project specifications, except as noted below for Form TR-3: Technical Report for Concrete Design Mix. The Special Inspector will be an entity that is in compliance with the requirements of the NYC Construction Codes. The Contractor must notify the relevant Special Inspector in writing at least 72 hours before the commencement of any Work requiring special inspection.
  - 2. Form TR3: Technical Report Concrete Design Mix: The Contractor will be responsible for, and bear all costs associated with the filing and securing of approvals, if any, for Form TR3: Technical Report Concrete Design Mix, including, but not limited to, engaging the services of a New York City licensed Concrete Testing Lab for the review and approval of concrete design mix, testing, signatures and professional seals, etc., compliant with NYC Department of Buildings requirements, for each concrete design mix.



3. The Contractor must notify the relevant Special Inspector in writing at least 72 hours before the commencement of any Work requiring Special Inspection. The Contractor will be responsible for and bear related costs to assure that all construction or work has suitable access and remains exposed for inspection purposes until the required inspection is completed.
4. Inspections and tests performed under “Special Inspection” will not relieve the Contractor of the responsibility to comply with the Contract Documents, and that there is no warranty given to the Contractor by the City of New York in connection with such inspection and tests or certifications made under “Special Inspections”.
5. The Contractor must coordinate with the Resident Engineer or DDC Project Manager to provide access and schedule the Work for inspection by the Special Inspector.

#### **1.11 INSPECTIONS BY OTHER CITY AGENCIES:**

- A. Letter of Completion: Just prior to Substantial Completion of the Project, the Commissioner will file with the Department of Buildings, an application for a Letter of Completion or a Certificate of Occupancy for the structure.
- B. Final Inspections: In connection with the above-mentioned application for a Letter of Completion or a Certificate of Occupancy and before certificates of final payments are issued, the Contractor will be required to arrange for all final inspections by the inspection staff of the Department of Buildings, Fire Department, or other Governmental Agencies having jurisdiction, and secure all reports, sign offs, certificates, etc., by such inspection staff or other governmental agencies, in order that a Letter of Completion or Certificate of Occupancy can be issued promptly.

#### **1.12 CERTIFICATES OF APPROVAL:**

- A. Responsibility: The Contractor will be responsible for and must obtain all final approvals for the Work installed under the Contract in the form of such certificates that are required by all governmental agencies having jurisdiction over the Work of the Contract.
- B. Transmittal: All such certificates must be forwarded to the DDC.

#### **1.13 ACCEPTANCE TESTS:**

- A. Government Agencies: All equipment and appliances furnished and installed under the Contract must conform to the requirements of the Specifications and will in no event be less than that necessary to comply with the minimum requirements of the law and all of the governmental agencies having jurisdiction.
- B. Notice of Tests: Whenever the Specifications and/or any governmental agency having jurisdiction requires the acceptance test, the Contractor will give to all concerned, written notice of the time when these tests will be conducted.
- C. Energy: The City will furnish all energy, fuel, water, and light required for tests.
- D. Labor and Materials: The Contractor must furnish labor and all other material and instruments necessary to conduct the acceptance tests at no additional cost to the City.
- E. Certificates: The Final Acceptance by the Commissioner will be contingent upon the Contractor delivering to the Commissioner all necessary certificates evidencing compliance in every respect with the requirements of the regulatory agencies having jurisdiction.
- F. Results: If the results of tests and Special Inspections indicate that the material or procedures do not meet requirements as set forth on the Contract Drawings or in the Specifications or are otherwise unsatisfactory, the Contractor must only proceed as directed by the Commissioner. Additional costs resulting from retesting, re-inspecting, replacing of material and/or damage to the Work and any delay caused to the schedule will be borne by the Contractor.



**PART II – PRODUCTS (Not Used)**

**PART III – EXECUTION**

**3.1 REPAIR AND PROTECTION**

- A. General: On completion of testing, inspecting, sample taking, and similar services, the Contractor must repair damaged construction and restore substrates and finishes.
  - 1. Provide materials and comply with installation requirements specified in other Specification Sections. Restore patched areas and extend restoration into adjoining areas with durable seams that are as invisible as possible.

**END OF SECTION 01 40 00**



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**SECTION 01 42 00  
REFERENCES**

**PART I – GENERAL**

**1.1 RELATED DOCUMENTS:**

- A. The following documents apply to all required work for the Project: (1) the Contract Drawings, (2) the Specifications, (3) the General Conditions, (4) the Addendum, and (5) the Contract [City of New York Standard Construction Contract].

**1.2 DEFINITIONS:**

**REFER TO THE ADDENDUM, Article IX, FOR ADDITIONAL DEFINITIONS AND REVISIONS TO THE CONTRACT AND SPECIFICATIONS**

- A. Refer to Article 2 of the Contract for definition of terms, words and expressions used in the General Conditions not otherwise defined herein.
- B. "APPROVED," ETC. - "Approved," "acceptable," "satisfactory," and words of similar import will mean and intend approved, acceptable, or satisfactory to the Commissioner.
- C. Design Consultant: "Design Consultant" means the entity responsible for providing design services for the Project, including without limitation, preparing the construction documents (drawings and specifications) and providing services in connection with such documents during construction. The entity serving as the "Design Consultant" may be a corporation, firm, partnership, joint venture, individual or combination thereof. Such entity may be either an employee(s) of the City or an entity engaged by the City to provide such services.
- D. "DIRECTED," "REQUIRED," ETC.- Wherever reference is made in the Contract to the Work or its performance, the terms "directed," "required," "permitted," "ordered," "designated," "prescribed," "determined," and words of similar import will, unless expressed otherwise, imply the direction, requirements, permission, order, designation or prescription of the Commissioner.
- E. "Indicated": Requirements expressed by graphic representations or in written form on Drawings, in Specifications, and in other Contract Documents. Other terms including "shown," "noted," "scheduled," and "specified" have the same meaning as "indicated."
- F. "Furnish": Supply and deliver to Project site, ready for unloading, unpacking, assembly, installation, and similar operations.
- G. "Install": Operations at Project site including unloading, temporarily storing, unpacking, assembling, erecting, placing, anchoring, applying, working to dimension, finishing, curing, protecting, cleaning, and similar operations.
- H. "Provide": Furnish and install, complete and ready for the intended use.
- I. "Project Site": Space available for performing construction activities. The extent of Project site is shown on Drawings.



**1.3 CODES, AGENCIES AND REGULATIONS:**

A.B.A	Architectural Barriers Act
A.D.A.A.G.	Americans with Disabilities Act (ADA) Accessibility Guidelines
B.G. & E.	Bureau of Gas and Electricity of the City of New York
B.S. A.	New York City Board of Standards and Appeals
DOE	Department of Energy
E.C.C.C.N.Y.S.	Energy Conservation Construction Code of New York State
EPA	Environmental Protection Administration
N.Y.C.C.C.	New York City Construction Codes
N.Y.C.P.C.	New York City Plumbing Code
N.Y.C.B.C.	New York City Building Code
N.Y.C.M.C.	New York City Mechanical Code New York
N.Y.C.F.G.C.	New York City Fuel Gas Code
N.Y.S. D.O.L	New York State Department of Labor
N.Y.C.D.O.B.	New York City Department of Buildings
N.Y.C.D.E.P.	New York City Department of Environmental Protection
N.Y.C.D.O.T.	New York City Department of Transportation
N.Y.C.E.C.	New York City Electrical Code
N.Y.C.E.C.C	New York City Energy Conservation Code
N.Y.C.F.C.	New York City Fire Code
N.Y.S...D.E.C.	New York State Department of Environmental Conservation
O.S.H.A.	Occupational Safety & Health Administration

**1.4 INDUSTRY STANDARDS:**

- A. STANDARD REFERENCES – Unless otherwise specifically indicated in the Contract Documents, whenever reference is made to the furnishing of materials or testing thereof that conforms to the standards of any technical society, organization or body, it must be construed to mean the latest standard, code, specification adopted and published by that technical society, organization or body, as of the date of the bid opening, unless the provisions of the N.Y.C.C.C. adopts a different or earlier dated version of such standard. All references to the ICC A117.1 are only to the 2009 version, whether or not a specific version is specified.
- B. APPLICABILITY OF STANDARDS: Unless the Contract Documents include more stringent requirements, applicable construction industry standards have the same force and effect, to the extent referenced, as if bound or copied directly into the Contract Documents. Such standards are made a part of the Contract Documents by reference.
- C. CONFLICTING REQUIREMENTS: Where compliance with two or more standards is specified and the standards establish different or conflicting requirements for minimum quantity or quality, comply with the most stringent requirements. Immediately refer uncertainties and requirements that are different but apparently equal, to the Commissioner in writing for a decision before proceeding.



- D. STANDARD SPECIFICATIONS - When no reference is made to a code, standard, or specification, the Standard Specifications of the ASTM or the AIEE, as the case may be, shall govern.
- E. REFERENCES - Reference to a technical society, organization, or body may be made in the Specifications by abbreviations. Abbreviations and acronyms used in the Specifications and other Contract Documents mean the associated name. The following names are subject to change and are believed, but are not assured, to be accurate and up-to-date as of the Issue Date of the Contract Documents.

AA	Aluminum Association, Inc. (The)
AAADM	American Association of Automatic Door Manufacturers
AABC	Associated Air Balance Council
AAMA	American Architectural Manufacturers Association
AAPFCO	Association of American Plant Food Control Officials
AASHTO	American Association of State Highway and Transportation Officials
AATCC	American Association of Textile Chemists and Colorists (The)
ABAA	Air Barrier Association of America
ABMA	American Bearing Manufacturers Association
ACI	ACI International (American Concrete Institute)
ACAC	American Council for Accredited Certification
ACPA	American Concrete Pipe Association
AEIC	Association of Edison Illuminating Companies, Inc. (The)
AF&PA	American Forest & Paper Association
AGA	American Gas Association
AGC	Associated General Contractors of America (The)
AGMA	American Gear Manufacturer Association
AHA	American Hardboard Association (Now part of CPA)
AHAM	Association of Home Appliance Manufacturers



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AI	Asphalt Institute
AIA	American Institute of Architects (The)
AIEE	American Institute of Electrical Engineers
AIHA	American Industrial Hygiene Association
AISC	American Institute of Steel Construction
AISI	American Iron and Steel Institute
AITC	American Institute of Timber Construction
ALCA	Associated Landscape Contractors of America (Now PLANET - Professional Landcare Network)
ALSC	American Lumber Standard Committee, Incorporated
ALI	Automotive Lift Institute
AMCA	Air Movement and Control Association International, Inc.
ANSI	American National Standards Institute
AOSA	Association of Official Seed Analysts, Inc.
APA	APA - The Engineered Wood Association
APA	Architectural Precast Association
API	American Petroleum Institute
ARI	Air-Conditioning & Refrigeration Institute
ARMA	Asphalt Roofing Manufacturers Association
ASA	American Standards Association
ASAE	American Society of Agricultural Engineers
ASCE/SEI	American Society of Civil Engineers, Structural Engineering Institute
ASHRAE	American Society of Heating, Refrigerating and Air-Conditioning Engineers
ASME	American Society of Mechanical Engineers
ASSE	American Society of Sanitary Engineering





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ASTM	ASTM International (Formerly: American Society for Testing and Materials)
AWCI	Association of the Wall and Ceiling Industry
AWCMA	American Window Covering Manufacturers Association (Now WCSC)
AWI	Architectural Woodwork Institute
AWPA	American Wood-Preservers' Association
AWSC	American Welding Society
AWWA	American Water Works Association
BHMA	Builders Hardware Manufacturers Association
BIA	Brick Industry Association (The)
BICSI	Building Industry Consulting Services International
BIFMA	BIFMA International (Business and Institutional Furniture Manufacturer's Association International)
BISSC	Baking Industry Sanitation Standards Committee
CIBSE	Chartered Institute of Building Services Engineers
CCC	Carpet Cushion Council
CDA	Copper Development Association
CEA	Consumer Electronics Association
CESB	Council of Engineering and Scientific Specialty Boards
CFFA	Chemical Fabrics & Film Association, Inc.
CFSEI	Cold-Formed Steel Engineers Institute
CGA	Compressed Gas Association
CGSB	Canadian General Standards Board
CIMA	Cellulose Insulation Manufacturers Association
CIPRA	Cast Iron Pipe Research Association



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CISCA	Ceilings & Interior Systems Construction Association
CISPI	Cast Iron Soil Pipe Institute
CLFMI	Chain Link Fence Manufacturers Institute
CPA	Composite Panel Association
CPPA	Corrugated Polyethylene Pipe Association
CPSC	Consumer Product Safety Commission
CRI	Carpet & Rug Institute (The)
CRSI	Concrete Reinforcing Steel Institute
CSA	Canadian Standards Association
CSI	Cast Stone Institute
CSI	Construction Specifications Institute (The)
CSSA	Certified Steel Stud Association
CSSB	Cedar Shake & Shingle Bureau
CTI	Cooling Technology Institute (Formerly: Cooling Tower Institute)
DASMA	Door and Access Systems Manufacturer's Association International
DHI	Door and Hardware Institute
DOC	U.S. Department of Commerce – National Institute of Standards and Technology
EIA	Electronic Industries Alliance
DOJ	U.S. department of Justice
EIMA	EIFS Industry Members Association
DOL	U.S. Department of labor
EJCDC	Engineers Joint Contract Documents Committee



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DOTn	U.S. Department of Transportation
EN	European Committee of Standards
EJMA	Expansion Joint Manufacturers Association, Inc.
ESD	ESD Association
EVO	Efficiency Valuation Organization
FEMA	Federal Emergency Management Agency
FIBA	Federation Internationale de Basketball Amateur (The International Basketball Federation)
FIVB	Federation Internationale de Volleyball (The International Volleyball Federation)
FMG	FM Global (Formerly: FM - Factory Mutual System)
FMRC	Factory Mutual Research (Now FMG)
FRSA	Florida Roofing, Sheet Metal & Air Conditioning Contractors Association, Inc.
FSA	Fluid Sealing Association
FSC	Forest Stewardship Council
GA	Gypsum Association
GANA	Glass Association of North America
GRI	(Now GSI)
GS	Green Seal
GSI	Geosynthetic Institute
HI	Hydraulic Institute
HI	Hydronics Institute
HMMA	Hollow Metal Manufacturers Association (Part of NAAMM)
HPVA	Hardwood Plywood & Veneer Association
HPW	H. P. White Laboratory, Inc.



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HUD	U.S. Department of Housing and Urban Development
IAPMO	International Association of Plumbing and Mechanical Officials
IAS	International Approval Services (Now CSA International)
IBF	International Badminton Federation
ICC	International Code Council, Inc.
ICEA	Insulated Cable Engineers Association, Inc.
ICRI	International Concrete Repair Institute, Inc.
IEC	International Electrotechnical Commission
IEEE	Institute of Electrical and Electronics Engineers, Inc. (The)
IESNA	Illuminating Engineering Society of North America
IEST	Institute of Environmental Sciences and Technology
IGCC	Insulating Glass Certification Council
IGMA	Insulating Glass Manufacturers Alliance
IICRC	Institute of Inspection, Cleaning, and Restoration
ILIA	Indiana Limestone Institute of America, Inc.
IPEMA	International Play Equipment Manufacturers Association
ISA	International Society of Arboriculture
ISO	International Organization for Standardization
ISSFA	International Solid Surface Fabricators Association
ITS	Intertek
ITU	International Telecommunication Union
KCMA	Kitchen Cabinet Manufacturers Association
LMA	Laminating Materials Association (Now part of CPA)



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LPI	Lightning Protection Institute
MBMA	Metal Building Manufacturers Association
MFMA	Maple Flooring Manufacturers Association, Inc.
MFMA	Metal Framing Manufacturers Association
MH	Material Handling (Now MHIA)
MHIA	Material Handling Industry of America
MIA	Marble Institute of America
MIL	Military Specification Standards of the US Dept of Defense
MPEG	Moving Picture Experts Group
MPI	Master Painters Institute
MSS	Manufacturers Standardization Society of The Valve and Fittings Industry Inc.
NAAMM	National Association of Architectural Metal Manufacturers
NACE	NACE International (National Association of Corrosion Engineers International)
NADCA	National Air Duct Cleaners Association
NAGWS	National Association for Girls and Women in Sport
NAIMA	North American Insulation Manufacturers Association
NBA	National Basketball Association
NBGQA	National Building Granite Quarries Association, Inc.
NCAA	National Collegiate Athletic Association (The)
NCMA	National Concrete Masonry Association
NCPI	National Clay Pipe Institute
NCTA	National Cable & Telecommunications Association
NEBB	National Environmental Balancing Bureau



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NECA	National Electrical Contractors Association
NeLMA	Northeastern Lumber Manufacturers' Association
NEMA	National Electrical Manufacturers Association
NETA	InterNational Electrical Testing Association
NFHS	National Federation of State High School Associations
NFPA	NFPA (National Fire Protection Association)
NFRC	National Fenestration Rating Council
NGA	National Glass Association
NHLA	National Hardwood Lumber Association
NICET	National Institute for Certification in Engineering Technologies
NLGA	National Lumber Grades Authority
NIS	National Institute of Standards and Technology
NOFMA	NOFMA: The Wood Flooring Manufacturers Association (Formerly: National Oak Flooring Manufacturers Association)
NRCA	National Roofing Contractors Association
NRDCA	National Roof Deck Association
NRMCA	National Ready Mixed Concrete Association
NSI	Natural Stone Institute
NSF	NSF International (National Sanitation Foundation International)
NSSGA	National Stone, Sand & Gravel Association
NTMA	National Terrazzo & Mosaic Association, Inc. (The)
NTRMA	National Tile Roofing Manufacturers Association (Now TRI)
NWWDA	National Wood Window and Door Association (Now WDMA)
OPL	Omega Point Laboratories, Inc. (Acquired by ITS - Intertek)



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PCI	Precast / Pre-stressed Concrete Institute
PDCA	Painting & Decorating Contractors of America
PDI	Plumbing & Drainage Institute
PGI	PVC Geomembrane Institute
PLANET	Professional Landcare Network (Formerly: ACLA - Associated Landscape Contractors of America)
PPS	Power Piping Society
PTI	Post-Tensioning Institute
RCSC	Research Council on Structural Connections
RFCI	Resilient Floor Covering Institute
RIS	Redwood Inspection Service
RMI	Rack Manufacturers Institute
RTI	(Formerly: NTRMA - National Tile Roofing Manufacturers Association) (Now TRI)
RUS	Rural Utilities Service, Department of Agriculture
SAE	SAE International
SCAQMD	South Coast Air Quality Management District
SCS	Scientific Certification System
SDI	Steel Deck Institute
SDI	Steel Door Institute
SEFA	Scientific Equipment and Furniture Association
SGCC	Safety Glazing Certification Council
SHBI	Steel Heating Boiler Institute
SIA	Security Industry Association
SIGMA	Sealed Insulating Glass Manufacturers Association (Now IGMA)



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SFIA	Steel Framing Industry Association
SJI	Steel Joist Institute
SMA	Screen Manufacturers Association
SMACNA	Sheet Metal and Air Conditioning Contractors' National Association
SMPTE	Society of Motion Picture and Television Engineers
SPFA	Spray Polyurethane Foam Alliance (Formerly: SPI/SPFD - The Society of the Plastics Industry, Inc.; Spray Polyurethane Foam Division)
SPIB	Southern Pine Inspection Bureau (The)
SPRI	Single Ply Roofing Industry
SSINA	Specialty Steel Industry of North America
SSMA	the Steel Stud Manufacturers Association
SSPC	SSPC: The Society for Protective Coatings
SSSA	Soil Science Society of America
STI	Steel Tank Institute
SWI	Steel Window Institute
SWRI	Sealant, Waterproofing, & Restoration Institute
TABB	Testing, Adjusting, and Balancing Bureau
TCA	Tile Council of America, Inc.
TIA/EIA	Telecommunications Industry Association/Electronic Industries Alliance
TMS	The Masonry Society
TPI	Truss Plate Institute, Inc.
TPI	Turfgrass Producers International
TRI	Tile Roofing Institute (Formerly: RTI - Roof Tile Institute)
UL	Underwriters Laboratories Inc.





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ULC	Underwriters Laboratories of Canada
UNI	Uni-Bell PVC Pipe Association
USAV	USA Volleyball
USC	United States Code
USGBC	U.S. Green Building Council
USITT	United States Institute for Theatre Technology, Inc.
WASTEC	Waste Equipment Technology Association
WCLIB	West Coast Lumber Inspection Bureau
WCMA	Window Covering Manufacturers Association (Now WCSC)
WCSC	Window Covering Safety Council (Formerly: WCMA - Window Covering Manufacturers Association)
WDMA	Window & Door Manufacturers Association (Formerly: NWWDA - National Wood Window and Door Association)
WNBA	Women's National Basketball Association
WI	Woodwork Institute (Formerly: WIC - Woodwork Institute of California)
WIC	Woodwork Institute of California (Now WI)
WMMPA	Wood Moulding & Millwork Producers Association
WRI	Wire Reinforcement Institute, Inc.
USEPA	United States Environmental Protection Agency
WSRCA	Western States Roofing Contractors Association
WWPA	Western Wood Products Association

**PART II – PRODUCTS (Not Used)**

**PART III – EXECUTION (Not Used)**

**END OF SECTION 01 42 00**



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**SECTION 01 50 00  
TEMPORARY FACILITIES, SERVICES AND CONTROLS**

**PART I– GENERAL**

**1.1 RELATED DOCUMENTS:**

- A. The following documents apply to all required work for the Project: (1) the Contract Drawings, (2) the Specifications, (3) the General Conditions, (4) the Addendum, and (5) the Contract [City of New York Standard Construction Contract].

**1.2 SUMMARY:**

- A. This section includes the following:
  - 1. Temporary Water System
  - 2. Temporary Sanitary Facilities
  - 3. Temporary Electric Power, Temporary Lighting System, and Site Security Lighting
  - 4. Temporary Heat
  - 5. Dewatering Facilities and Drains
  - 6. Temporary Field Office for Contractor
  - 7. DDC Field Office
  - 8. Material Sheds
  - 9. Temporary Enclosures
  - 10. Temporary Partitions
  - 11. Temporary Fire Protection
  - 12. Work Fence Enclosure
  - 13. Rodent and Insect Control
  - 14. Plant Pest Control Requirements
  - 15. Project Identification Signage
  - 16. Project Construction Sign and Rendering
  - 17. Security Guards/Fire Guards on Site
  - 18. Safety

**1.3 RELATED SECTIONS:** include without limitation the following:

- A. Section 01 10 00 SUMMARY
- B. Section 01 42 00 REFERENCES
- C. Section 01 54 11 TEMPORARY ELEVATORS AND HOISTS
- D. Section 01 54 23 TEMPORARY SCAFFOLDS AND SWING STAGING
- E. Section 01 77 00 CLOSE OUT PROCEDURES

**1.4 DEFINITIONS:**

- A. Refer to Article 2 of the Contract for definition of terms, words and expressions used in the General Conditions not otherwise defined herein.



<u>Term</u>	<u>Definition</u>
Design Consultant	The entity responsible for providing design services for the Project, including without limitation, preparing the construction documents (drawings and specifications) and providing services in connection with such documents during construction. The entity serving as the Design Consultant may be a corporation, firm, partnership, joint venture, individual or combination thereof. Such entity may be either an employee(s) of the City or an entity engaged by the City to provide such services.
Permanent Enclosure	As determined by the Commissioner, permanent or temporary roofing that is complete, insulated, and weather tight; exterior walls which are insulated and weather tight; and all openings that are closed with permanent construction or substantial temporary closures.

**1.5 SUBMITTALS:**

- A. Site Plan: Show temporary facilities, utility hookups, staging areas, and parking areas for construction personnel.
- B. Reports: Submit reports of tests, inspections, meter readings and similar procedures for temporary use.

**1.6 PROJECT CONDITIONS:**

- A. Temporary Use of Permanent Facilities and Services: The Contractor will be responsible for the operation, maintenance, and protection of each permanent facility and service during its use as a construction facility before Final Acceptance by the City, regardless of previously assigned responsibilities.
- B. The Contractor must install, operate, maintain and protect temporary facilities, services, and controls, including without limitation:
  - 1. Keep temporary services and facilities clean and neat in appearance;
  - 2. Operate temporary services in a safe and efficient manner;
  - 3. Relocate temporary services and facilities as needed as Work progresses;
  - 4. Do not overload temporary services and facilities or permit them to interfere with progress;
  - 5. Provide necessary fire prevention measures; and
  - 6. Do not allow hazardous, dangerous or unsanitary conditions, or public nuisances to develop or persist on-Site.

**1.7 NON-REGULAR WORK HOURS (OVERTIME):**

- A. The Contractor must provide the temporary services, facilities and controls set forth in this section during non-regular working hours if the Contract Drawings and/or the Specifications indicate that the Work, or specific components thereof, must be performed during non-regular working hours. In such case, all costs for the provision of temporary services, facilities and controls during non-regular working hours will be deemed included in the total Contract price.
- B. The Contractor must provide the temporary services, facilities and controls set forth in this section during non-regular working hours if a change order is issued directing the Contractor to perform the Work, or specific components thereof, during non-regular working hours. In such case, compensation for the provision of temporary services, facilities and controls during non-regular working hours will be provided



through the change order.

**1.8 SERVICES BEYOND COMPLETION DATE:**

- A. The Contractor must provide the temporary services, facilities and controls set forth in this section until the date on which it completes all required Work at the Site, including all Final Approved Punch List Work, as certified in writing by the Resident Engineer, or earlier if so directed in writing by the Commissioner. The Contractor must provide such temporary services, facilities and controls even if completion of all required Work at the Site occurs after the time fixed for such completion in Schedule A.

**PART II – PRODUCTS**

**2.1 MATERIALS:**

- A. The Contractor must provide undamaged materials in serviceable condition and suitable for use intended.
- B. Tarpaulins: Waterproof, fire-resistant UL labeled with flame spread rating of fifteen (15) or less. For temporary enclosures, provide translucent, nylon-reinforced, laminated polyethylene or polyvinyl chloride, fire-retardant tarpaulins.
- C. Water: Potable and in compliance with requirements of the New York City Department of Environmental Protection (DEP).

**2.2 EQUIPMENT:**

- A. The Contractor must provide undamaged equipment in serviceable condition and suitable for use intended.
- B. Water Hoses: Heavy-duty abrasive-resistant flexible rubber hoses, one hundred (100) feet (thirty (30) m) long with pressure rating greater than the maximum pressure of the water distribution system. Provide adjustable shutoff nozzles at hose discharge.
- C. Electric Power Cords: Grounded extension cords.
  - 1. Provide hard-service cords where exposed to abrasion or traffic.
  - 2. Provide waterproof connectors to connect separate lengths of electric cords where single lengths do not reach areas of construction Activity.
  - 3. Do not exceed safe length-voltage ratio.
- D. Fire Extinguishers: Portable, UL rated; with class and extinguishing agent as required by locations and classes of fire exposures.

**PART III –EXECUTION:**

**3.1 INSTALLATION, GENERAL:**

- A. The Contractor must locate facilities where they will serve the Project adequately and result in minimum interference with performance of the Work. Relocate and modify facilities as required by progress of the Work.
- B. The Contractor must provide each facility ready for use when needed to avoid delay. The Contractor must not remove until facilities are no longer needed or are replaced by authorized use of completed permanent facilities as approved by the Resident Engineer.



**3.2 TEMPORARY WATER SYSTEM:**

**REFER TO THE ADDENDUM FOR THE APPLICABILITY OF SUB-SECTION 3.2 A**

- A. TEMPORARY WATER SYSTEM - NEW FACILITIES: During construction, the Contractor must furnish a Temporary Water System as set forth below.
1. Immediately after the Commissioner has issued an order to start the Work, the Contractor must file an application with DEP for the schedule of charges for water use during construction. The Contractor will be responsible for payment of water charges.
  2. Immediately after the Commissioner has issued an order to start the Work, the Contractor must file an application with DEP's Bureau of Water Supply and obtain a permit to install the temporary water supply system. The system must be installed and maintained for the use of the Contractor and its subcontractors. A copy of the above-mentioned permit must be filed with the Commissioner. The Contractor must provide temporary water main, risers and waste stacks as directed and install on each floor, outlets with two (2) 3/4" hose valve connections over a barrel installed on a steel pan. The Contractor must provide drains from the pans to the stack and house sewer and hose bibs to drain the water supply risers and mains. During winter months, the Contractor must take the necessary precautions to prevent the temporary water system from freezing. The Contractor must provide repairs to the temporary water supply system for the duration of the Project until said temporary system is dismantled and removed.
  3. Disposition of Temporary Water System: The Contractor will be responsible for dismantling the temporary water system when no longer required for the construction operations, or when replaced by the permanent water system installed for the Project, or as otherwise directed by the Resident Engineer. All repair work resulting from the dismantling of the temporary water system will be the responsibility of the Contractor.

**REFER TO THE ADDENDUM FOR THE APPLICABILITY OF SUB-SECTION 3.2 B**

- B. TEMPORARY WATER SYSTEM – PROJECTS IN EXISTING FACILITIES:
1. When approved by the Commissioner, use of existing water system will be permitted for temporary water service during construction, as long as the system is cleaned and maintained in a condition acceptable to the Commissioner. At Substantial Completion, the Contractor must restore the existing water system to conditions existing before initial use.
  2. The Contractor will be responsible for all repairs to the existing water system permitted to be used for temporary water service during construction. The Contractor will be responsible to maintain the existing system in a clean condition on a daily basis, acceptable to the Commissioner.
  3. The Contractor will be responsible for payment of water charges as directed by the Commissioner. Billing will be in accordance with the New York City Water Board Water and Wastewater Rate Schedule.
- C. WASH FACILITIES: The Contractor must install wash facilities supplied with potable water at convenient locations for personnel involved in handling materials that require wash-up for a healthy and sanitary condition, including without limitation:
1. Dispose of drainage properly;
  2. Supply cleaning compounds appropriate for each condition; and
  3. Include safety showers, eyewash fountains and similar facilities for the convenience, safety and sanitation of personnel.
- D. DRINKING WATER FACILITIES: The Contractor must provide drinking water fountains or containerized tap-dispenser bottled-drinking water units, complete with paper cup supplies. Where power is available, provide



electric water coolers to maintain dispensed water temperature at forty-five (45) to fifty-five (55) deg. F (7 to 13 deg. C).

**3.3 TEMPORARY SANITARY FACILITIES:**

- A. The Contractor must provide toilets, wash facilities, and drinking water fixtures in compliance with regulations and health codes for type, number, location, operation and maintenance of fixtures and facilities. Provide toilet tissue, paper towels, paper cups and similar disposable materials as appropriate for each facility, and provide covered waste containers for used materials.

**REFER TO THE ADDENDUM FOR THE APPLICABILITY OF SUB-SECTION 3.3 B**

- B. SELF-CONTAINED TOILET UNITS:

- 1. The Contractor must provide temporary single-occupant toilet units of the chemical, aerated recirculation, or combustion type for use by all construction personnel. Units must be properly vented and fully enclosed with a glass-fiber-reinforced polyester shell or similar nonabsorbent material. Quantity of toilet units must comply with the latest Occupational Safety and Health Administration (OSHA) regulations.
- 2. Toilets: The Contractor must install separate, self-contained toilet units for male and female personnel. Shield toilets to ensure privacy.

**REFER TO THE ADDENDUM FOR THE APPLICABILITY OF SUB-SECTION 3.3 C**

- C. EXISTING TOILETS:

- 1. TOILET FACILITIES: When approved by the Commissioner, the Contractor must arrange for the use of existing toilet facilities by all personnel during the execution of the Work. The Contractor will be responsible to clean and maintain facilities in a condition acceptable to the Resident Engineer and, at Substantial Completion, to restore facilities to the condition at the time of initial use.
- 2. MAINTENANCE - The Contractor must maintain the temporary toilet facilities in a clean and sanitary manner and make all necessary repairs.
- 3. NUISANCES - The Contractor must not cause any sanitary nuisance to be committed by its employees or the employees of its subcontractors in or about the Work and must enforce all sanitary regulations of the City and State Health Authorities.

**3.4 TEMPORARY ELECTRIC POWER, TEMPORARY LIGHTING SYSTEM, AND SITE SECURITY LIGHTING:**

- A. SCOPE: This section sets forth the General Conditions and procedures relating to Temporary Electric Power, Temporary Lighting System, and Site Security Lighting during the construction period.
- B. TEMPORARY ELECTRIC POWER: The Contractor must provide and maintain a temporary electric power service and distribution system of sufficient size, capacity and power characteristics required for construction operations for all required Work by the Contractor and its subcontractors, including but not limited to, power for the temporary lighting system, site security lighting, construction equipment, hoists, temporary elevators and all field offices. temporary electric power must be provided as follows:

**REFER TO THE ADDENDUM FOR THE APPLICABILITY OF SUB-SECTION 3.4 B (1)**

- 1. CONNECTION TO UTILITY LINES:

- a. Temporary electric power service for use during construction must be provided as follows: The Contractor must make all necessary arrangements with the public utility company and pay all charges for the Temporary Electric Power system. The Contractor must include in its total Contract price any charges for temporary electric power, including charges that may be made



- by the public utility company for extending its electrical facilities, and for making final connections. The Contractor will make payment directly to the public utility company.
- b. APPLICATIONS FOR METER: The Contractor must complete an application to the public utility company and sign all documents necessary for, and pay all charges incidental to, the installation of a watt hour meter or meters for Temporary Electric Power. The Contractor must pay to the public utility company all bills for temporary electric energy used throughout the Work as they become due.
  - c. SERVICE AND METERING EQUIPMENT: The Contractor must furnish and install, at a suitable location on the Site, approved service and metering equipment for the Temporary Electric Power System, ready for the installation of the public utility company's metering devices. The temporary service mains to and from the metering location must not be less than one hundred (100) Amperes, 3-phase, 4-wire and must be of sufficient capacity to take care of all demands for all construction operations and must meet all requirements of the New York City Electrical Code.

**REFER TO THE ADDENDUM FOR THE APPLICABILITY OF SUB-SECTION 3.4 B (2)**

- 2. CONNECTION TO EXISTING ELECTRICAL POWER SERVICE:
  - a. When approved by the Commissioner, electrical power service for the temporary lighting system and for the operation of small tools and equipment less than ¼ horsepower may be taken from the existing electric distribution system if the existing system is of adequate capacity for the temporary power load. The Contractor must cooperate and coordinate with the facility custodian, so as not to interfere with the normal operation of the facility.
  - b. There will be no charge to the Contractor for the electrical energy consumed.
  - c. The Contractor must provide, maintain and pay all costs for separate temporary electric power for any temporary power for equipment larger than 1/4 horsepower. When directed by the Commissioner, the Contractor must remove its own temporary power system.

**REFER TO THE ADDENDUM FOR THE APPLICABILITY OF SUB-SECTION 3.4 B (3)**

- 3. ELECTRICAL GENERATOR POWER SERVICE:
  - a. When connection to utility lines or existing facility electric service is not available or is not adequate to supply the electric power need for construction operations, the Contractor must provide self-contained generators to provide power beyond that available.
  - b. Pay for all energy consumed in the progress of the Work, exclusive of that available from the existing facility or utility company.
  - c. Provide for control of noise from the generators.
  - d. Comply with the Ultra Low Sulfur Fuel in Non-Road Vehicles requirements as set forth in Article 5.4 of the Contract.
- C. USE OF COMPLETED PORTIONS OF THE ELECTRICAL WORK:
  - 1. USE OF MAIN DISTRIBUTION PANEL: As soon as the permanent electric service feeders and equipment metering equipment and main distribution panel are installed and ready for operation, the Contractor must have the temporary lighting and power system changed over from the temporary service points to the main distribution panel.
  - 2. COST OF CHANGE OVER: The Contractor will be responsible for all costs due to this change over of service and it must also make application to the public utility company for a watt hour meter to be set on the permanent meter equipment.





3. The requirements for temporary electric power service specified herein must be adhered to after change over of service until Final Acceptance of the Project.
4. **NO EXTRA COST:** The operation of the service and switchboard equipment will be under the supervision of the Contractor, but this will in no way be interpreted to mean the acceptance of such part of the installation or relieve the Contractor from its responsibility for the complete Work or any part thereof. There will be no additional charge for supervision by the Contractor.

**REFER TO THE ADDENDUM FOR THE APPLICABILITY OF SUB-SECTION 3.4 D**

**D. TEMPORARY LIGHTING SYSTEM:**

1. The Contractor must provide adequate service for the temporary lighting system, or a minimum of one hundred (100) Amperes, 3-phase, 4-wire service for the temporary lighting system, whichever is greater, and make all necessary arrangements with the public utility company and pay all charges by them for the Temporary Lighting System.
2. The Contractor must furnish and connect to the metered service point a Temporary Lighting System to illuminate the entire area where Work is being performed and points adjacent to the Work, with separately fused circuits for stairways and bridges. Control switches for stairway circuits must be located near entrance on ground floor.
3. **ITEMS:** The Temporary Lighting System provided by the Contractor must consist of wiring, fixtures, left-hand double sockets (one (1) double socket for every 400 square feet, with one (1) lamp and one (1) three-prong outlet), lamps, fuses, locked-type guards, pigtails and any other incidental material. Additional details may be outlined in the detailed Specifications for the electrical Work. Changes may be made, provided the full equivalent of those requirements is maintained.
4. The Temporary Lighting System will be progressively installed as required for the advancement of the Work under the Contract.
5. **RELOCATION:** The cost for the relocation or extension of the original Temporary Lighting System, as required by the Contractor or its subcontractors, that is not required due to the normal advancement of the Work, as determined by the Resident Engineer, will be borne by the Contractor.
6. **PIGTAILS:** The Contractor must furnish pigtails with left-hand sockets with locked-type guards and forty (40) feet of rubber covered cable. The Contractor must furnish and distribute a minimum of three (3) complete pigtails to each subcontractor. See the detailed Electrical Specifications for possible additional pigtails required.
7. **LAMPS:** The Contractor must furnish and install one (1) complete set of lamps, including those for the trailers. Broken and burned out lamps in the temporary lighting system, DDC field office, and construction trailers must be replaced by the Contractor. All lamps must be compact fluorescent.
8. **CIRCUIT PROTECTION:** The Contractor must furnish and install Ground Fault Interruption (GFI) protection for the temporary lighting and site security lighting systems.
9. **MAINTENANCE OF TEMPORARY LIGHTING SYSTEM:**
  - a. The Contractor must maintain the Temporary Lighting System in good working order during the scheduled hours established.
  - b. The Contractor must include in its total Contract price all costs in connection with the Temporary Lighting System, including all costs for installation, maintenance and electric power.
10. **REMOVAL OF TEMPORARY LIGHTING SYSTEM:** The temporary lighting system must be removed by the Contractor when authorized by the Commissioner.



11. **HAND TOOLS:** The temporary lighting system must not be used for power purposes, except that light hand tools not larger than 1/4 horsepower may be operated from such system by the Contractor and its subcontractors.

**REFER TO THE ADDENDUM FOR THE APPLICABILITY OF SUB-SECTION 3.4 E**

**E. SITE SECURITY LIGHTING (NEW CONSTRUCTION ONLY):**

1. The Contractor must furnish, install and maintain a system of site security lighting, as herein specified, to illuminate the construction Site of the Project, with the system connected to and energized from the Temporary Lighting System. All costs in connection with site security lighting will be deemed included in the total Contract price.
2. It is essential that the site security lighting system be completely installed and operating at the earliest possible date. The Contractor must direct its subcontractors to cooperate, coordinate and exert every effort to accomplish an early complete installation of the site security lighting system. If, after the system is installed and in operation, a part of the system interferes with the Work of any trade, the Contractor will be completely responsible for the expense of removing, relocating, and replacing all equipment necessary to reinstate the system to proper operating conditions.
3. The system must consist of flood lighting by pole-mounted guarded sealed-beam units. Floodlight units must be mounted sixteen (16) feet above grade. Floodlights must be spaced around the perimeter of the Site to produce an illumination level of no less than one (1) foot candle around the perimeter of the Site, as well as in any potentially hazardous area or any other area within the Site that might be deemed by the Resident Engineer to require security illumination. The system must be installed in a manner acceptable to the Resident Engineer. The first lighting unit in each circuit must be provided with a photoelectric cell for automatic control. The photoelectric cell must be installed as per manufacturer's recommendations.
4. All necessary poles must be furnished and installed by the Contractor.
5. The site security lighting must be kept illuminated at all times during the hours of darkness. The Contractor must, at its own expense, keep the system in operation and must furnish and install all material necessary to replace all damaged or burned out parts.
6. The Contractor must be on telephone call alert for maintaining the system during the operating period stated above.
7. All materials and equipment furnished under this section will remain the property of the Contractor and must be removed and disposed of by the Contractor when authorized in writing by the Resident Engineer.

**REFER TO THE ADDENDUM FOR THE APPLICABILITY OF SUB-SECTION 3.5**

**3.5 TEMPORARY HEAT:**

**A. GENERAL:**

1. **Definition:** The provision of Temporary Heat means the provision of heat in order to permit construction to be performed in accordance with the Progress Schedule during all seasons of the year and to protect the Work from the harmful effects of low temperature. In the event the building, or any portion thereof, is occupied during construction, the provision of Temporary Heat will include the provision of heat to permit normal operations in such occupied areas.
  - a. The provision of Temporary Heat must be in accordance with the temperature requirements set forth in sub-section 3.5 C herein.
  - b. The provision of Temporary Heat must include the provision of: 1) all fuel necessary and required, 2) all equipment necessary and required, and 3) all operating labor necessary and required.



- required. Operating labor must mean that minimum force required for the safe day-to-day operation of the system for the provision of Temporary Heat and must include, without limitation, heating maintenance labor and/or fire watch as required by New York City Fire Department (FDNY) regulations. Operating labor may be required seven (7) days per week and during non-regular working hours, for the period of time required by seasonal weather conditions.
- c. In the event the building, or any portion thereof, is occupied and the Project involves the replacement, modification, and/or shut down of the permanent heating system, or any key component thereof, and such system is a combined system which furnishes domestic hot water for the building occupants, the provision of Temporary Heat must include the provision of domestic hot water at the same temperature as the system which is being replaced. Domestic hot water must be provided in accordance with the phasing requirements set forth in the Contract Documents.
2. Responsibility: The Contractor's responsibility for the provision of Temporary Heat, including all expenses in connection therewith, is as set forth below:
- a. Projects involving enclosure of the building:
- 1) Prior to Enclosure: Until the Commissioner determines that the building has been enclosed, as set forth in sub-section 3.5 B, the Contractor is responsible for the provision of Temporary Heat.
  - 2) Post Enclosure: Once the Commissioner determines that the building, or any portion thereof, has been enclosed, as set forth in sub-section 3.5 B, the Contractor is responsible for the provision of Temporary Heat by one or more of the following means: 1) by an existing heating system (if any), 2) by a permanent heating system which is being installed as part of the Project, or 3) by a temporary heating system(s).
  - 3) The Contractor must, within two (2) weeks of the kick-off meeting, submit to DDC for review its proposed plan to provide Temporary Heat. Such plan is subject to approval by the Resident Engineer. The Contractor must provide Temporary Heat in accordance with the approved plan until written acceptance by the Commissioner of the Work of all subcontractors, including punch list Work, unless directed otherwise in writing by the Commissioner. The responsibility of the Contractor provided for herein is subject to the exception set forth in sub-section 3.5 A.2 (b) herein.
- b. Projects not involving enclosure of the building:
- 1) If the Project involves the installation of a new permanent heating system if one did not exist previously, or the replacement, modification, and/or shut down of the existing permanent heating system, or any key component thereof, the Contractor will be responsible for the provision of Temporary Heat, except as otherwise provided in sub-section 3.5 H.3(b).2 herein.
  - 2) If the Project does not involve the installation of a new permanent heating system if one did not exist previously, or the replacement, modification, and/or shut down of the existing permanent heating system, or any key component thereof, there is no Contractor responsibility of the provision of Temporary Heat, unless otherwise specified in the Contract Documents. However, if the Commissioner, pursuant to sub-section 3.5 H.3 (b).1 herein, determines that the provision of Temporary Heat is necessary due to special and/or unforeseen circumstances, the Contractor will be responsible for the provision of Temporary Heat and must be paid for the same in accordance with sub-section 3.5 H.3 (b).1 herein.



**B. ENCLOSURE OF STRUCTURES:**

1. Notification: The Contractor must notify all its subcontractors and the Resident Engineer at least thirty (30) Days prior to the anticipated date that the building(s) will be enclosed.
2. Commissioner Determination: The Commissioner will determine whether the building, or any portion thereof, has been enclosed. As indicated in sub-section 3.5 A.2 above, once the building has been enclosed, the Contractor will be responsible for the provision of Temporary Heat. The Commissioner's determination with respect to building enclosure will be based upon all relevant facts and circumstances, including without limitation, 1) whether the building meets the criteria set forth in Paragraph 3 below, and 2) whether the openings in the building, such as doorways and windows, have been sufficiently covered so as to provide reasonable heat retention and protection from the elements.
3. Criteria for enclosure:
  - a. Roof Area:
    - 1) A building will be considered to be roofed when the area to be roofed is covered by a permanent structure and all openings through the permanent structure are covered and protected by temporary covers as described in Paragraph (c) below.
    - 2) Intermediate floor structures of multi-floor buildings will be considered to be roofed subject to the same requirements of the building roof.
    - 3) The final roofing system need not be in place for the building or structure to be determined to be enclosed, provided, however, all openings through the permanent structure covering the roof must be covered and protected by temporary covers, as described in Paragraph (c) below.
  - b. Walls: For the walls to be determined to be enclosed, permanent exterior wall elements or facing material must be in place and all openings must be covered and protected by temporary covers, as described in Paragraph (c) below.
  - c. Temporary Covers: In order to be acceptable, temporary covers must be securely fixed to prevent the entrance of rain, snow and direct wind. The minimum material requirements for temporary covers are as follows: 1) minimum ten (10) millimeter plastic, 2) minimum twelve (12) ounce waterproof canvas tarpaulins, or 3) a minimum three-eighths (3/8) inch thickness exterior grade plywood.
  - d. Temporary covers for openings will be the responsibility of the Contractor and such Work will be deemed included in the Contract price.

**C. TEMPERATURE REQUIREMENTS:**

1. Unoccupied Buildings: The temperature requirement for the provision of Temporary Heat in unoccupied buildings will be the GREATER of the following: 1) fifty (50) degrees Fahrenheit, or 2) the temperature requirement for the particular type of Work set forth in the Contract Documents.
2. Occupied Buildings: The temperature requirement for the provision of Temporary Heat in occupied buildings, or portions thereof, will be the GREATER of the following: 1) sixty-eight (68) degrees Fahrenheit, or 2) the temperature requirement for the particular type of Work set forth in the Contract Documents.

**D. DURATION:**

1. The Contractor must be required to provide Temporary Heat until Final Acceptance, including all punch list work, as certified in writing by the Resident Engineer, or earlier if so directed in writing by the Commissioner. The Contractor must be responsible for the provision of Temporary Heat for the time specified herein, regardless of any delays in completion of the Project, including delays that



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result in the commencement of the provision of Temporary Heat during a season that is later than that which may have been originally anticipated. The Contractor must include in its total Contract price all expenses in connection with the provision of Temporary Heat in accordance with the requirements specified herein.

2. The total Contract duration is set forth in Schedule A of the Addendum. The table set forth below indicates the number of full heating seasons that are deemed included in various Contract durations, which are specified in CCDs. At a minimum, a full heating season must extend from October 15<sup>th</sup> to April 15<sup>th</sup>.

<u>Contract Duration</u>	<u>Full Heating Seasons Required</u>
up to 360 CCD	1 full heating season
360 to 720 CCD	2 full heating seasons
more than 720 CCD	3 full heating seasons

**E. METHOD OF TEMPORARY HEAT:**

1. The method of temporary heat must be in conformance with the New York City Fire Code and with all applicable laws, rules, and regulations. Prior to implementation, such method must be subject to the written approval of the Commissioner.
2. The method of temporary heat must:
  - a. Not cause the deposition of dirt or smudges upon any finished Work or cause any defacement or discoloration to the finished Work.
  - b. Not be injurious or harmful to people or materials.
  - c. Portable fueled heating devices or equipment will NOT be allowed for use as temporary heat other than construction-related curing or drying in conformance with the NYC Fire Code.
3. No open fires will be permitted.

**F. TEMPORARY HEATING SYSTEM:**

1. The temporary system for the provision of Temporary Heat provided by the Contractor following enclosure of the building must be complete, including, subject to provisions of paragraph E above, boilers pumps, radiators, space heaters, water and heating piping, insulation and controls. The temporary system for the provision of Temporary Heat must be capable of maintaining the minimum temperature requirements set forth in Paragraph C above.

**G. COORDINATION:**

1. The Contractor, in the provision of Temporary Heat, must coordinate its operations in order to insure sufficient and timely performance of all required Work, including Work performed by trade subcontractors. The Contractor must supply and pay for all water required and used in the building for the operation of the heating system(s) for the purpose of Temporary Heat. The Contractor must include all expenses in connection with the supply of water for Temporary Heat in its total Contract price. During the period in which Temporary Heat in an enclosed building is being furnished and maintained, the Contractor must provide proper ventilating and drying, open and close the windows and other openings when necessary for the proper execution of the Work and when directed by DDC. The Contractor must maintain all permanent or temporary enclosures at its own expense.

**H. USE OF PERMANENT HEATING SYSTEMS:**

1. Use of Permanent Heating System for Temporary Heat after Building Enclosure:



# Department of Design and Construction

Division 01 – DDC STANDARD GENERAL CONDITIONS  
SINGLE CONTRACT PROJECTS  
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- a. The Contractor must provide all labor and materials to promptly furnish and set all required equipment, convectors and/or radiators, piping, valves, fitting, etc., in ample time for their use for the provision of Temporary Heat after enclosure of the building.
  - b. New portions of the permanent heating system that are used for furnishing Temporary Heat must be left in near-perfect condition when delivered to the City for operation. Any repairs required, other than for ordinary wear and tear on the equipment, must be made by the Contractor at his/her expense. The starting date for the warranty or guarantee period for such equipment must be the date of Substantial Completion acceptance.
  - c. In the event that the Contractor does not advance the installation of the permanent heating system in sufficient time to permit its use for Temporary Heat as determined by DDC, the Contractor must furnish and install a separate system for the provision of Temporary Heat as required to maintain the minimum temperature requirements set forth in Paragraph C above.
2. All equipment for the system for the provision of Temporary Heat must be placed so as to comply with the requirements specified hereinbefore, and must be connected, disconnected and suitably supported and located so as to permit construction Work, including finish Work such as wall plastering and painting, to proceed. The installation of the system for the provision of Temporary Heat by the Contractor, including the placing of ancillary system equipment, must be coordinated with the operations of all trade subcontractors so as to insure sufficient and timely performance of the Work. Once the permanent heating system is operating properly, the Contractor must remove all portions of the system for Temporary Heat not part of the permanent heating system.
3. Temporary Heat Allowance for Special Conditions or and/or Unforeseen Circumstances:
- a. The City may establish an Allowance in the Contract for payment of costs and expenses in connection with the provision of Temporary Heat as set forth herein. If established, the City will include an amount for such Allowance on the Bid Form, and the Contractor must include such Allowance amount in its total Contract price. The Contractor will only be entitled to payment from this Allowance under the conditions and in accordance with the requirements set forth below. In the event this Allowance or any portion thereof remains unexpended at the conclusion of the Contract, such Allowance must remain the sole property of the City. Should the amount of the Allowance be insufficient to provide payment for the expenses specified below, the City will increase the amount of the Allowance.
  - b. The Allowance set forth herein may be utilized only under the conditions set forth below.
    1. In the event the Project does not involve the installation of a new permanent heating system if one did not exist previously, or the replacement, modification, and/or shut down of the existing permanent heating system, or any key component thereof, and the Commissioner determines that the provision of Temporary Heat is necessary due to special and/or unforeseen circumstances, the Contractor must be responsible for the provision of Temporary Heat, as directed by the Commissioner. The City must pay such Contractor for all costs for labor, material, and equipment necessary and required for the same. Payment must be made in accordance with Article 26 of the Contract, except that the cost of fuel must be as set forth in Paragraph (c) below.
    2. In the event the Commissioner determines that there is a need for maintenance of the permanent heating system by the Contractor after Final Acceptance by the Commissioner of the Work, and that the need for such maintenance is not the fault of the Contractor, the Contractor must provide the required maintenance of the permanent heating system for the period of time directed by the Commissioner. The City will pay the Contractor for the cost of direct labor and fuel necessary and required in connection with such maintenance, excluding the cost of any foremen or other supervision. Payment must be made in accordance with Article 26 of the Contract, except that the cost of fuel must be as set forth in Paragraph (c) below.



- c. Payment for Fuel Costs: Payment from the Allowance set forth herein for the cost of fuel necessary and required to operate the system for the provision of Temporary Heat, or to maintain the permanent heating system under the conditions set forth in Paragraph b above, must be limited to the direct cost of such fuel. The Contractor will not be entitled to any overhead and/or profit for such fuel costs. In order to receive payment for such fuel costs, the Contractor must present original invoices for the same. DDC reserves the right to furnish the required fuel.

**I. RELATED ELECTRICAL WORK:**

- 1. The Contractor must be responsible for providing the items set forth below and must include all expenses in connection with such items in its total Contract price. The Contractor must provide such items promptly when required and must in all respects coordinate its Work with the Work performed by trade subcontractors in order to facilitate the provision of Temporary Heat.
  - a. The Contractor must provide all labor, materials, equipment and power necessary and required to furnish and maintain any temporary or permanent electrical connections to all equipment specified to be connected as part of the work of the Contractor's Contract.
  - b. The Contractor must supply and pay for all power necessary and required for the operation of the system for the provision of Temporary Heat and/or the permanent heating system used for Temporary Heat. Such power must be provided by the Contractor for the duration the Contractor is required to provide Temporary Heat, as set forth in sub-section 3.5 D herein.
- 2. In providing the items set forth in Paragraph 1 above, the Contractor is advised that labor may be required seven (7) days a week and/or during non-regular working hours for the period of time required by seasonal weather conditions.

**J. RELATED PLUMBING WORK:**

- 1. The Contractor must be responsible for providing all labor, materials, and equipment necessary and required to furnish and maintain all temporary or permanent connections to all equipment or plumbing outlets specified to be provided as part of the Work of this Contract. The Contractor must include all expenses in connection with such items of Work in its total Contract price. The Contractor must provide such items of Work promptly when required and must in all respects coordinate its Work with the Work performed by trade subcontractors in order to facilitate the provision of Temporary Heat.
- 2. In the event portions of the permanent plumbing equipment furnished by the Contractor as part of the Work of this Contract are used for the provision of Temporary Heat either during construction or prior to acceptance by the City of the complete plumbing system, the Contractor will be responsible to provide such plumbing equipment to the City in near-perfect condition and must make any repairs required, other than for ordinary wear and tear on the equipment, at the Contractor's expense. The starting date for warranty and/or guarantee period for such plumbing equipment must be the date of Substantial Completion by the City.
- 3. For Projects requiring the installation of new and/or modified gas service, as well as associated meter installations, the Contractor must promptly perform all required filings and coordination with the utility companies in order to expedite the installation, testing, and approval of the gas service and associated meter(s).

**3.6 STORM WATER CONTROL, DEWATERING FACILITIES AND DRAINS:**

**A. PUMPING:**

- 1. Comply with requirements of authorities having jurisdiction. Maintain Project Site, excavations, and construction free of water. Provide barriers in and around excavations and subgrade construction to prevent flooding by runoff of storm water from heavy rainfall.



2. Contractor must furnish and install all necessary automatically operated pumps of adequate capacity with all required piping to run-off agencies, so as to maintain the excavation, cellar floor, pits and exterior depressions and excavations free from accumulated water during the entire period of construction and up to the date of Final Acceptance of Work of the Contract.
3. All pumps must be maintained at all times in proper working order.
4. Dispose of rainwater in a lawful manner that will not result in flooding the Project or adjoining properties nor endanger permanent Work or temporary facilities.
5. Remove snow and ice as required to minimize accumulations.

**3.7 TEMPORARY FIELD OFFICE FOR CONTRACTOR:**

- A. The Contractor must establish a temporary field office for its own use at the Site during the period of construction, at which readily available copies of all Contract Documents must be kept.
- B. The field office must be located where it will not interfere with the progress of any part of the Work or with visibility of traffic control devices.
- C. CONTRACTOR'S REPRESENTATIVE: There must be a responsible and competent representative of the Contractor in charge of the office who is duly authorized to receive orders and directions and to put them into effect.
- D. Arrangements must be made by the Contractor whereby its representative may be readily available by telephone.
- E. All temporary structures must be of substantial construction and neat appearance, and must be painted a uniform gray unless otherwise directed by the Commissioner.
- F. CONTRACTOR'S SIGN: The Contractor must post and keep posted on the outside of its field office, office, exterior fence, or wall at Site of Work, a legible sign giving the full name of the company, address of the company and telephone number(s) of responsible representative(s) of the firm who can be reached in the event of an emergency at any time.
- G. ADVERTISING PRIVILEGES: The City reserves the right to all advertising privileges. The Contractor must not cause any signs of any kind to be displayed at the Site unless specifically required herein or authorized by the Commissioner.

**3.8 DDC FIELD OFFICE:**

**REFER TO THE ADDENDUM FOR THE APPLICABILITY OF SUB-SECTION 3.8 A**

- A. OFFICE SPACE IN EXISTING BUILDING:
  1. The Resident Engineer will arrange for office space for sole use in the building where Work is in progress. The Contractor must provide and install a lockset for the door to secure the equipment in the room. The Contractor must provide two (2) keys to the Resident Engineer. After completion of the Project the Contractor must replace the original lockset on the door and ensure its proper operation.
  2. In addition to equipment specified in sub-section 3.8 D, the Contractor must provide, for exclusive use of the DDC Field Office, the following:
    - a. Two (2) single pedestal desks, 42" x 32"; two (2) swivel chairs with arms and three (3) side chairs without arms to match desk. Two metal (2) lockers, single units, 15" x 18" x 78" overall including 6" legs. Lockers to have flat key locks with two (2) keys each, General Steel products or approved equal. Two (2) full ball bearing suspension four (4) drawer vertical legal filing cabinets with locks, approximately 52"H x 28 ½"D x 18"W.





- b. One (1) 9000 B.T.U air conditioner or as directed by Commissioner. Wiring for the air conditioner must be minimum No. 12 AWG fed from individual circuits in the fuse box.
  - c. One (1) folding conference table, 96" x 30" and ten (10) folding chairs.
  - d. Two (2) metal wastebaskets.
  - e. One (1) fire extinguisher, one (1) quart vaporizing liquid type, brass, wall mounted by Pyrene No. C21 or approved equal.
  - f. One (1) Crystal Springs water cooler with bottled water, Model No. LP14058 or approved equal to be furnished for the duration of the Project as required.
3. The Contractor must provide one (1) telephone, where directed and must pay all costs for telephone service for calls within the New York City limits for the duration of the Project.
  4. All furniture and equipment, except computer equipment specified in sub-section 3.8 D.3, must remain the property of the Contractor.
  5. Computer workstation quantities must be provided as specified in sub-section 3.8 B 3-a for DDC Managed Projects, or sub-section 3.8 B 3-b for CM Managed Projects.

**REFER TO THE ADDENDUM FOR THE APPLICABILITY OF SUB-SECTION 3.8 B**

**B. DDC FIELD OFFICE TRAILER:**

1. **GENERAL:** The Contractor must, for the time frame specified herein, provide and maintain at its own cost and expense a DDC Construction Field Office and all related items as specified herein [hereinafter collectively referred to as the "DDC Field Office"] for the exclusive use of the Resident Engineer. The DDC Field Office must be located at the Project Site and must be solely dedicated to the Project. Provision of the DDC Field Office must commence within thirty (30) Days from Notice to Proceed (NTP) and must continue through forty-five (45) Days after Substantial Completion of the required construction at the Project Site. The Contractor must remove the DDC Field Office forty-five (45) Days after Substantial Completion of the required construction, or as otherwise directed in writing by the Commissioner.
2. **TRAILER:** The Contractor must provide at its own cost and expense a mobile office trailer for use as the DDC Field Office. The Contractor must install and connect all utility services to the trailer within thirty (30) Days from NTP. The trailer must have equipment in compliance with the minimum requirements hereinafter specified. Any permits and fees required for the installation and use of said trailer must be borne by the Contractor. The trailer including furniture and equipment therein, except computer equipment specified in sub-section 3.8D.3 herein, must remain the property of the Contractor.
3. Trailer must be an office-type trailer of the size specified herein, with exterior stairs at entrance. Trailer construction must be minimum 2 x 4 wall construction fully insulated with paneled interior walls, pre-finished gypsum board ceilings and vinyl tile floors.



**REFER TO THE ADDENDUM FOR THE APPLICABILITY OF SUB-SECTION 3.8.B.3a or  
SUB-SECTION 3.8.B.3b.**

- a. DDC Managed Project Trailer: DDC Field Office Trailer Size, Layout and Computer Workstation:
  - 1) Overall length: 32 Feet  
Overall width: 10 Feet
  - 2) Interior Layout:  
Provide one (1) general office/conference room area and one (1) private office at one end of the trailer. Provide equipment and amenities as specified in sub-section 3.8.B herein.
  - 3) Computer Workstation: Provide one (1) complete computer workstation and one (1) tablet, as specified in sub-section 3.8.D herein, in the private office area as directed by the Resident Engineer.
  
- b. CM Managed Project Trailer: DDC Field Office Trailer Size, Layout and Computer Workstation:
  - 1) Overall length: 50 Feet  
Overall width: 10 Feet
  - 2) Interior Layout:  
  
Provide one (1) large general office/conference room in the center of the trailer and two (2) private offices, one (1) each at either end of the trailer. Provide equipment and amenities as specified in sub-section 3.8.B herein.
  - 3) Computer Workstation:  
  
Provide three (3) complete computer workstations and two (2) tablets as specified in sub-section 3.8.D herein. Provide one (1) each complete computer workstation in each private office and one (1) complete computer workstation at the secretarial position as directed by the Resident Engineer.
  
- 4. The exterior of the trailer must be lettered with black block lettering of the following heights with white borders:
 

CITY OF NEW YORK	2-1/2"
DEPARTMENT OF DESIGN AND CONSTRUCTION	3-3/4"
DIVISION OF PUBLIC BUILDINGS	3-1/2"
DDC FIELD OFFICE	2-1/2"

NOTE: In lieu of painting letters on the trailer, the Contractor may substitute a sign constructed of a good quality weatherproof material with the same type and size of lettering above.
  
- 5. All windows and doors must have aluminum insect screens. Provide wire mesh protective guards at all windows.
  
- 6. The interior must be divided by partitions into general and private office areas as specified herein. Provide a washroom located adjacent to the private office and a built-in wardrobe closet opposite the washroom. Provide a built-in desk in the private office(s) with fixed overhead shelf and clearance below for two (2) file cabinets.
  
- 7. Provide a built-in drafting or reference table, located in the general office/conference room, at least sixty (60) inches long by thirty-six (36) inches wide with cabinet below and wall type plan rack at least forty-two (42) inches wide.



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8. The washroom must be equipped with a flush toilet, wash basin with two (2) faucets, medicine cabinet, complete with supplies and a toilet roll tissue holder. Plumbing and fixtures must be approved house type, with each appliance trapped and vented and a single discharge connection. Five (5) gallon capacity automatic electric heater for domestic hot water must be furnished.
9. HVAC: The trailer must be equipped with central heating and cooling adequate to maintain a temperature of seventy-two (72) degrees during the heating season and seventy-five (75) degrees during the cooling season when the outside temperature is five (5) degrees F. winter and eighty-nine (89) degrees F. summer.
10. Lighting must be provided via ceiling mounted fluorescent lighting fixtures to a minimum level of fifty (50) foot candles in the open and private office(s) along with sufficient lighting in the washroom. Broken and burned out lamps must be replaced by the Contractor. A minimum of four (4) duplex convenience outlets must be provided in the open office and two (2) each in the private office(s). These outlets must be in addition to special outlet requirements for computer stations, copiers, HVAC unit, etc.
11. Electrical service switch and panel must be adequately sized for the entire trailer load. Provide dedicated circuits for HVAC units, hot water heater, copiers and other equipment as required. All wiring and installation must conform to the New York City Electrical Code.
12. The following movable equipment must be furnished:
  - a. Two (2) single pedestal desks, 42" x 32"; two (2) swivel chairs with arms and three (3) side chairs without arms to match desk. Two (2) full ball bearing suspension four (4) drawer vertical legal filing cabinets with locks and two (2) full ball bearing two (2) drawer vertical legal filing cabinets in each private office located below built-in desk.
  - b. One (1) folding conference table, 96" x 30" and ten (10) folding chairs.
  - c. Three (3) metal wastebaskets.
  - d. One (1) fire extinguisher one (1) quart vaporizing liquid type, brass, wall mounted by Pyrene No. C21 or approved equal.
  - e. One (1) Crystal Springs water cooler with bottled water, Model No. LP14058 or approved equal to be furnished for the duration of the Contract as required.
13. TRAILER TEMPORARY SERVICE: Plumbing and electrical Work required for the trailer will be furnished and maintained as below.
  - a. PLUMBING WORK: The Contractor must provide temporary water and drainage service connections to the DDC Field Office trailer for a complete installation. Provide all necessary soil, waste, vent and drainage piping.

Contractor to frost-proof all water pipes to prevent freezing.

    - 1) REPAIRS, MAINTENANCE: The Contractor must provide repairs for the duration of the Project until the trailer is removed from the Site.
    - 2) DISPOSITION OF PLUMBING WORK: At the expiration of the time limit set forth in sub-section 3.8 B 1 herein, the temporary water and drainage connections and piping to the DDC Field Office trailer must be removed by the Contractor and must be plugged at the mains. All piping must become the property of the Contractor for plumbing Work and must be removed from the Site, all as directed. All repair Work due to these removals must be the responsibility of the Contractor.
  - b. ELECTRICAL WORK:
    - 1) The Contractor must furnish, install and maintain a temporary electric feeder to the



- DDC Field Office trailer immediately after it is placed at the job Site.
- 2) The temporary electrical feeder and service switch/fuse must be adequately sized based on the trailer load and installed per the New York City Electrical Code and complying with utility requirements.
  - 3) Make all arrangements and pay all costs to provide electric service.
  - 4) The Contractor must pay all costs for current consumed and for maintenance of the system in operating condition, including the furnishing of the necessary bulb replacements lamps, etc., for the duration of the Project and for a period of forty-five (45) Days after the date of Substantial Completion.
  - 5) Disposition of Electric Work: At the expiration of the time limit set forth, the temporary feeder, safety switch, etc., must be removed and disposed of as directed.
  - 6) All repair Work due to these removals must be the responsibility of the Contractor.
- c. MAINTENANCE:
- 1) The Contractor must provide and pay all costs for regular weekly janitor service and furnish toilet paper, sanitary seat covers, cloth towels and soap and maintain the DDC Field Office in first-class condition, including all repairs, until the trailer is removed from the Site.
  - 2) Supplies: The Contractor must be responsible for providing (1) all office supplies, including without limitation, pens, pencils, stationery, filtered drinking water and sanitary supplies, and (2) all supplies in connection with required computers and printers, including without limitation, an adequate supply of blank CD's/DVD's, storage boxes for blank CDs/DVDs, and paper and toner cartridges for the printer.
  - 3) Risk of Loss: The entire risk of loss with respect to the DDC Field Office and equipment must remain solely and completely with the Contractor. The Contractor must be responsible for the cost of any insurance coverage determined by the Contractor to be necessary for the field office.
  - 4) At forty-five (45) Days after the date of Substantial Completion, or sooner as directed by the Commissioner, the Contractor must have all services disconnected and capped to the satisfaction of the Commissioner. All repair Work due to these removals must be the responsibility of the Contractor.
- d. TELEPHONE SERVICE: The Contractor must provide and pay all costs for the following telephone services for the DDC Field Office trailer:
- 1) Separate telephone lines for one (1) desk phone in each private office.
  - 2) One (1) wall phone (with six (6) foot extension cord) at plan table.
  - 3) Separate telephone lines for the fax machine and internet access in each private office. Telephone service must include voice mail. All electronic voicemail messages must be automatically forwarded as email attachments, to allow for the voicemails to be played remotely.
  - 4) A remote bell located on outside of trailer
  - 5) The telephone service must continue until the trailer is removed from the Site.
- e. PERMITS: The Contractor must make the necessary arrangements and obtain all permits and pay all fees required for this Work.



- C. RENTED SPACE: The Contractor has the option of providing, at its cost and expense, rented office or store space in lieu of trailer. Said space must be in the immediate area of the Project and have adequate plumbing, heating and electrical facilities. Space chosen by the Contractor for the DDC Field Office must be approved by the Commissioner before the area is rented. All insurance, maintenance and equipment, including computer workstations specified in sub-section 3.8 D in quantities required as specified in sub-section 3.8 B 3 for the DDC Field Office trailer, must also apply to rented spaces.

**REFER TO THE ADDENDUM FOR THE APPLICABILITY OF SUB-SECTION 3.8 D**

- D. ADDITIONAL EQUIPMENT FOR THE DDC FIELD OFFICE:
1. Photocopying Machine: Stand-alone, heavy duty, electric, dry-process color photocopying type with color scan and send capability via email, a minimum production rate of seventy (70) pages per minute and an adequate supply of copy paper, toner, etc. The machine must be capable of duplex copying paper sizes of 8-1/2 x 11 inches, 8-1/2 x 14 inches and 11 x 17 inches, and have separate trays for each paper size. It must have a document feeder, collator, stapler, and the capability to reduce/enlarge copies between each paper size. The supply of each size copy paper, toner, etc. must be replenished and the machines must be maintained for the duration of the Contract by the Contractor as required by the Resident Engineer. Make and model can be Minolta, Canon, IBM, Epson, or an approved equivalent, and must be networked to the office computers for printing capability. Copier must remain at job Site until the DDC Field office trailer is removed from the Site.
  2. The Contractor must furnish a fax machine and a telephone answering machine at commencement of the Project for the exclusive use of the DDC Field Office. All materials must be new, sealed in manufacturer's original packaging and must have manufacturers' warranties. All items must remain the property of the City of New York at the completion of the Project.
  3. COMPUTER WORKSTATION: The Contractor must provide one (1) complete computer workstation, in quantities specified in sub-section 3.8.B.3, as specified herein:
    - a. Hardware/Software Specification:
      - 1) Computer Equipment: Computers must be provided for all Contracts that have a total Consecutive Calendar Days (CCD) for construction duration, as set forth in Schedule "A", of 180 CCD's or greater. Contracts of lesser duration must not require computers.
      - 2) Computers furnished by the Contractor for use by City Personnel for the duration of the Contract must be in accordance with the Specific Requirements contained herein, must remain the property of the City of New York at the completion of the Project, and must meet the following minimum requirements:
      - 3) Personal Computers – Personal Computers must meet the requirements of the US General Services Administration (GSA) Government-Wide Strategic Solutions (GSS) Standard Laptop, Desktop, and Tablet Specifications, V7. (Available online at <https://hallways.cap.gsa.gov/>)
        - (a) Computer type for Personal Computers to be "Desktop Small Form Factor."  
Computer type for tablet to be "Tablet"
        - (b) The following components listed as optional in the GSA specification must be provided with each personal computer: monitor, speakers, optical drive, smart card reader, webcam, and headset.
        - (c) The following additional software must be provided with licenses for each computer:
          1. Adobe Acrobat Pro DC or Bluebeam Revu
          2. Microsoft Office Professional
          3. Autodesk AutoCAD LT
          4. Anti-virus software



- 5. Microsoft Visio (only one license required per field office)
- 4) DDC Field Office Specs: DDC Field Offices requiring computers must be provided with the following:
  - a) One (1) broad-band internet service account. See table below for minimum required upload and download speeds. Telephone service should be bundled together with Internet connectivity. Because of throughput requirements Verizon FIOS is the preferred connectivity provider where available.

<b>Office Personnel #</b>	<b>Download Speeds (<i>Minimum</i>)</b>	<b>Upload Speeds (<i>Minimum</i>)</b>
1 – 5	10 Mbps	15 Mbps
6 – 10	20 Mbps	15 Mbps
11 – 15	25 Mbps	15 Mbps
16 – 20	50 Mbps	15 Mbps

This account will be active for the life of the Project. The e-mail name for the account must be the DDC Field Office/Project ID (preferably Gmail or Outlook e.g. [ABC1234@gmail.com](mailto:ABC1234@gmail.com)).

- b) One (1) 600 DPI HP Color Laser Jet Printer (twelve (12) pages per minute or faster) with one (1) Extra Paper (Legal Size) (Not required if photocopying machine prints in color).
- c) All necessary cabling for equipment specified herein
- d) Storage Boxes for Blank CD's
- e) Printer Table
- f) UPS/Surge Suppressor combo
- g) Ten (10) USB Thumb (or Flash) Drives – sixteen (16) GB each
- 5) All computers required for use in the DDC Field Office must be delivered, installed, and setup in the Field Office by the Contractor.
- 6) All Computer Hardware must come with a three (3) year warranty for on-site repair or replacement. Additionally, and notwithstanding any terms of the warranty to the contrary, the Contractor is responsible for rectifying all computer problems or equipment failures within one (1) business day.
- 7) An adequate supply of blank CDs/DVDs, and paper and toner cartridges for the printer must be provided by the Contractor and must be replenished by the Contractor as required by the Resident Engineer.
- 8) It is the Contractor's responsibility to ensure that electrical service and phone connections are also available at all times; that is, the Field Office Computer(s) is to be powered and turned on twenty-four (24) hours each Day.
- 9) Broadband connectivity is preferred at each field office location. Please take into consideration that an extra phone line dedicated to the modem must be ordered as part of the Contract unless Internet broadband connectivity, via Cable or DSL, is available at the planned field office location. Any questions regarding this policy should be directed



to the Assistant Commissioner of ITS at 718-391-1761.

**E. HEAD PROTECTION (HARD HATS):**

1. The Contractor must provide a minimum of ten (10) standard protective helmets for the exclusive use of DDC personnel and their visitors. Helmets must be turned over to the Resident Engineer and kept in the DDC Field Office.
2. Upon completion of the Project, the helmets must become the property of the Contractor.

**3.9 MATERIAL SHEDS:**

- A. Material sheds used by the Contractor for the storage of its materials must be kept at locations which will not interfere at any time with the progress of any part of the Work or with visibility of traffic control devices.
- B. The Contractor must store combustible materials apart from the facility.

**3.10 TEMPORARY ENCLOSURES:**

- A. The Contractor must provide temporary enclosures for protection of construction, in progress and completed, from exposure, foul weather, other construction operations, and similar activities. Provide temporary weather tight enclosure for building exterior.
- B. Where heating or cooling is needed and Permanent Enclosure is not complete, the Contractor must insulate temporary enclosures.

**3.11 TEMPORARY PARTITIONS:**

- A. The Contractor must provide floor-to-ceiling dustproof partitions to limit dust and dirt migration and to separate occupied tenant areas from fumes and noise, including, but without limitation:
  1. Construct dustproof partitions with gypsum wallboard with joints taped on occupied side, and fire-retardant plywood on construction operations side.
  2. Construct dustproof partitions with 2 layers of 3-mil (0.07-mm) polyethylene sheet on each side. Cover floor with two (2) layers of 3-mil (0.07-mm) polyethylene sheet, extending sheets eighteen (18) inches (460 mm) up the sidewalls. Overlap and tape full length of joints. Cover floor with fire-retardant plywood.
    - a. Construct vestibule and airlock at each entrance through temporary partition with not less than forty-eight (48) inches (1219 mm) between doors. Maintain water-dampened foot mats in vestibule.
  3. Insulate partitions to provide noise protection to occupied areas.
  4. Seal joints and perimeter. Equip partitions with dustproof doors and security locks.
  5. Protect air-handling equipment.
  6. Weather strip openings.
  7. Provide walk-off mats at each entrance through temporary partition.

**3.12 TEMPORARY FIRE PROTECTION:**

- A. The Contractor must install and maintain temporary fire-protection facilities of types needed to protect against reasonably predictable and controllable fire losses. Comply with National Fire Protection Association (NFPA) Standard 241.
- B. Smoking in all areas is prohibited.



- C. The Contractor must supervise welding operations, combustion-type temporary heating units, and similar sources of fire ignition according to requirements of authorities having jurisdiction.
- D. The Contractor must develop and supervise an overall fire-prevention and protection program for personnel at Project Site. Review needs with local fire department and establish procedures to be followed. Instruct personnel in methods and procedures. Post warnings and information.
- E. The Contractor must provide temporary standpipes and hoses for fire protection. Hang hoses with a warning sign stating that hoses are for fire-protection purposes only and are not to be removed. Match hose size with outlet size and equip with suitable nozzles.

**REFER TO THE ADDENDUM FOR THE APPLICABILITY OF SUB-SECTION 3.13**

**3.13 WORK FENCE ENCLOSURE:**

- A. The Contractor must furnish, erect and maintain a wood construction or chain-link fence to the extent shown on the Contract Drawings or required by the Work enclosing the entire Project on all sides. All materials used must be new. Any permit required for the installation and use of said fence and costs must be borne by the Contractor.
- B. WOOD FENCE must be seven (7) feet high with framing construction of yellow pine, using 4" x 4" approved preservative-treated posts on not more than 6'-0" centers, with three (3) rails of at least 2" x 4" size to which must be secured minimum 1/2 inch thick exterior grade plywood. Posts must be firmly fixed in the ground at least 30" and thoroughly braced. Top edge of fence must be trimmed with a rabbeted edge mould. Provide on the street traffic sides of fence, observation openings as directed.
  - 1. GATES: The Contractor must provide an adequate number of double gates, complete with hardware, located as approved by the Resident Engineer. Double gates must have a total clear opening of 14'-0" with two (2) 7'-0" hinged swinging sections. Hanging posts must be 6" x 6" and must extend high enough to receive and be provided with tension or sag rods for the swinging sections.
  - 2. PAINTING: The fence and gates must be entirely painted on the street and public sides with one (1) coat of exterior primer and one (1) top coat of exterior grade acrylic-latex emulsion paint. Black stenciled signs reading "POST NO BILLS" must be painted on fence with three (3) inch high letters on twenty-five (25) foot spacing for the entire length of fence on street traffic sides. Signs must be stenciled five (5) feet above the sidewalk.
- C. CHAIN-LINK FENCING must be minimum two (2) inch thick, galvanized steel, chain-link fabric fencing; eight (8) feet high with galvanized steel pipe posts; minimum 2-3/8-inch Outside Diameter (OD) line posts and 2-7/8-inch OD corner and pull posts, with 1-5/8-inch OD top and bottom rails. Fence must be accurately aligned and plumb, adequately braced and complete with gates, locks and hardware as required. Under no condition must fencing be attached or anchored to existing construction or trees.
- D. ADDITIONAL REQUIREMENTS:
  - 1. It must be the obligation of the Contractor to remove all posters, advertising signs, and markings, etc., immediately.
  - 2. Should the fencing be required to be relocated during the course of the Contract, it must be done by the Contractor at no additional cost to the City.
  - 3. Where sidewalks are used for "drive over" purposes for Contractor vehicles, a suitable wood mat or pad must be provided for protection of sidewalks and curbs.
  - 4. Where required, make provision for fire hydrants, lampposts, etc.
- E. REMOVAL: When directed by the Resident Engineer, the fence must be removed.





**3.14 RODENT AND INSECT CONTROL:**

- A. DESCRIPTION: The Contractor must provide all labor, materials, plant and equipment, and incidentals required to survey and monitor rodent activity and to control any infestation or outbreak of rodents, rats, mice, water beetles, roaches and fleas within the Project area. Special attention should be paid to the following conditions or areas:
  - 1. Wet areas within the Project area, including all temporary structures.
  - 2. All exterior and interior temporary toilet structures within the Project area.
  - 3. All Field Offices and shanties within the Project area of all subcontractors and DDC.
  - 4. Wherever there is evidence of food waste and/or discarded food or drink containers, in quantity, that would cause breeding of rodents or the insects herein specified.
  - 5. Any other portion of the Site requiring such special attention.
- B. MATERIALS:
  - 1. All materials must be approved by the New York State Department of Environmental Conservation (DEC) and comply with the New York City Health Code, OSHA and the laws, ordinances and regulations of state and federal agencies pertaining to such chemical and/or materials.
- C. PERSONNEL:
  - 1. All pest control personnel must be supervised by an exterminator licensed in categories 7A and 8.
- D. METHODS:
  - 1. Application and dosage of all materials must be done in strict compliance with the manufacturer's recommendations.
  - 2. Any unsanitary conditions, such as uncollected garbage or debris, resulting from all Contractor's activities, which will provide food and shelter to the resident rodent population must be corrected by the Contractor immediately after notification of such condition by the Resident Engineer.
- E. RODENT CONTROL WORK:
  - 1. In wetlands, woodlands, and areas adjacent to a stream, special precautions must be taken to protect water quality and to ensure the safety of other wildlife. To prevent poisoned bait from entering streams, no poisoned bait must be used in areas within seventy-five (75) feet of all stream banks. Live traps must be used in these seventy-five (75) foot buffer zone areas and within wetland and woodland areas.
  - 2. In areas outside the seventy-five (75) foot zone of protection adjacent to streams, and in areas outside wetlands and woodlands, tamper proof bait stations with poisoned bait must be placed during the period of construction and any consumed or decomposed bait must be replenished as directed.
  - 3. At least one (1) month prior to initiation of the construction Work, and periodically thereafter, live traps and/or rodenticide bait in tamper proof bait stations, as directed above, must be placed at locations that do not allow access to pets, human beings, children and other non-target species, particularly wildlife (for example-birds) in the Project area.
  - 4. The Contractor must be responsible for collecting and disposing of all trapped and poisoned rodents found in live traps and tamper-proof bait stations. The Contractor must also be responsible for posting and maintaining signs announcing the baiting of each particular location.
  - 5. The Contractor must be responsible for the immediate collection and disposal of any visible rodent remains found on streets or sidewalks within the Project area.



6. It is anticipated that public complaints will be addressed to the Commissioner. The Contractor, where directed by the Commissioner, must take appropriate actions, like baiting, trapping, proofing, etc., to remedy the source of complaint within the next six (6) hours of normal working time which is defined herein for the purposes of this section as 7 A.M. to 6 P.M. on Mondays through Saturdays.
7. Emergency service during the regular workday hours (Monday through Friday) must be rendered within twenty-four (24) hours, if requested by the Commissioner, at no additional cost to the City.

**F. EDUCATION & NOTICES:**

1. The Contractor must post notices on all Construction Bulletin Boards advising workers, employees, and residents to call the DDC Field Office to report any infestation or outbreak of rodents, rats, mice, water beetles, roaches and fleas within the Project area. The Contractor must provide and distribute literature pertaining to Integrated Pest Management (IPM) techniques of rodent control to affected businesses and superintendents of nearby residential buildings to ensure their participation in maintaining their establishments free of unsanitary conditions, harborage removal and rodent proofing.
2. Prior to application of any chemicals, the Contractor must furnish to the Commissioner copies or sample labels for each pesticide, antidote information, and Material Data Safety Sheets (MSDS) for each chemical used.

**G. RECORDS**

1. The Contractor must keep a record of all rodent and waterbug infestation surveys conducted and make available, upon request, to the Commissioner. The findings of each survey must include, but not be limited to, recommended IPM techniques, like baiting, trapping, proofing, etc., proposed for rodent and waterbug pest control.
2. The Contractor must maintain records of all locations baited along with the type and quantity of rodenticide and insecticide bait used.

**3.15 PLANT PEST CONTROL REQUIREMENTS AND TREE PROTECTION REQUIREMENTS:**

- A. Plant Pest Control Requirements: The Contractor and its subcontractors, including the Certified Arborist described below, must comply with all federal and New York State laws and regulations concerning Asian Longhorned Beetle (ALB) management, including protocols for ALB eradication and containment promulgated by the New York State Department of Agriculture and Markets (NYSDAM). The Contractor is referred to: (1) Part 139 of Title 1 NYCRR, Agriculture and Markets Law, Sections 18, 164 and 167, as amended, and (2) State Administrative Procedure Act, Section 202, as amended.
  1. All tree Work performed within the quarantine areas must be performed by NYSDAM certified entities. Transportation of all host material, living, dead, cut or fallen, inclusive of nursery stock, logs, green lumber, stumps, roots, branches and debris of a half inch or more in diameter from the quarantine areas is prohibited unless the Contractor or its subcontractor performing tree Work has entered into a compliance agreement with NYSDAM. The terms of said compliance agreement must be strictly complied with. Any host material so removed must be delivered to a facility approved by NYSDAM. For the purpose of this Contract, host material must be ALL species of trees.
  2. Any host material that is infested with the ALB must be immediately reported to NYSDAM for inspection and subsequent removal by either State or City contracts, at no cost to the Contractor.
  3. Prior to commencement of tree Work, the Contractor must submit to the Commissioner a copy of a valid ALB compliance agreement entered into with NYSDAM and the Contractor or its subcontractor performing tree Work. If any host material is transported from the quarantine area the Contractor must immediately provide the Commissioner with a copy of the New York State 'Statement of Origin and Disposition' and a copy of the receipt issued by the NYSDAM approved facility to which the host materials are transported.



4. Quarantine areas, for the purpose of this Contract, must be defined as all five boroughs of the City of New York. In addition, prior to the start of any tree Work, the Contractor must contact the NYC Department of Parks & Recreation's (DPR) Director of Landscape Management at (718) 699-6724, to determine the limits of any additional quarantine areas that may be in effect at the time when tree Work is to be performed. The quarantine area may be expanded by federal and state authorities at any time and the Contractor is required to abide by any revisions to the quarantine legislation while working on this Contract. For further information please contact: NYSDAM (631) 288-1751.
- B. Tree Protection Requirements: The Contractor must retain a Certified Arborist, as defined by DPR regulations, to provide the services described below.
1. Surveys and Reports: The Certified Arborist must, at the times indicated below, conduct a survey and prepare a plant material assessment report which includes: (1) identification, by species and pertinent measurements, of all plant material located on the Project Site, or in proximity to the Project Site, as described below, including all trees, significant shrubs and/or planting masses; (2) identification and plan for the containment of plant pests and pathogens, including the ALB, as described in paragraph A above; and (3) evaluation of the general health and condition of any infected plant material.
  2. Frequency of Reports: The Certified Arborist must conduct a survey and provide a plant material assessment report at two (2) points in time: (1) prior to the commencement of construction Work; and (2) at the time of Substantial Completion. In addition, for projects exceeding twenty-four (24) months in duration, the Certified Arborist must conduct a survey and prepare a report at the midpoint of construction. Copies of each plant material assessment report must be submitted to the Resident Engineer within two (2) weeks of the survey.
  3. Proximity to Project Site: Off-site trees, significant shrubs and/or planting masses must be considered to be located in proximity to the Project Site under the circumstances described below.
    - a. The tree trunk, significant shrub, or primary cluster of stems in a planting mass is within fifty (50) feet of the project's Contract Limit Lines (CLLs) or Property Lines (PLs).
    - b. Any part of the tree or shrub stands within fifty (50) feet of: (a) a path for Site access for vehicles and/or construction equipment; or (b) scaffolding to be erected for construction activity, including façade remediation projects.
    - c. The Certified Arborist determines that the critical root zone (CRZ) of an off-site tree, significant shrub, or primary cluster of stems in a planting mass extends into the Project Site, whether or not that plant material is located within the fifty (50) foot inclusionary perimeter as outlined above.
  4. Tree Protection Plan: The Certified Arborist must prepare, and the Contractor must implement, a Tree Protection Plan for all trees that may be affected by any construction Work, excavation or demolition activities, including without limitation: (1) on-site trees, (2) street trees, as defined below, (3) trees under DPR jurisdiction as determined by the NYC Department of Transportation, and (4) all trees that are located in proximity to the Project Site, as defined above. The Tree Protection Plan must comply with the DPR rules, regulations and specifications. The Contractor is referred to Chapter 5 of Title 56 of the Official Compilation of the Rules of the City of New York. Copies of the Tree Protection Plan must be submitted to the Resident Engineer prior to the commencement of construction. Implementation of the Tree Protection Plan for street trees and trees under DPR jurisdiction must be in addition to any tree protection requirements specified or required for the Project Site. For the purpose of this article, a "street tree" means the following: (1) a tree that stands in a sidewalk, whether paved or unpaved, between the curb lines or lateral lines of a roadway and the adjacent property lines of the Project Site, or (2) a tree that stands in a sidewalk and is located within fifty (50) feet of the intersection of the Project's Site's PL with the street frontage property line.



- C. No Separate Payment: No separate payment must be made for compliance with Plant Pest Control Requirements or Tree Protection Requirements. The cost of compliance with Plant Pest Control Requirements and Tree Protection Requirements must be deemed included in the Contractor’s bid for the Project.

**3.16 PROJECT IDENTIFICATION SIGNAGE:**

- A. The Contractor must provide, install and maintain Project identification and other signs where indicated to inform public and individuals seeking entrance to the Project.
- B. In order to properly convey notice to persons entering upon a City construction Site, the Contractor must furnish and install a sign at the entrance (gates) as follows:

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**NO TRESPASSING  
AUTHORIZED PERSONNEL ONLY**

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- C. If no construction fence exists at the Site, this notice must be conveyed by incorporating the above language into safety materials (barriers, tape, and signs).
- D. Provide temporary, directional signs for construction personnel and visitors.
- E. Maintain and touch up signs so that they are legible at all times.

**3.17 PROJECT CONSTRUCTION SIGN AND RENDERING:**

- A. PROJECT SIGN:
  1. Responsibility: The Contractor must produce and install one (1) Project sign which must be posted and maintained upon the Project Site at a place and in a position directed by the Commissioner. The Contractor must protect the sign from damage during the continuance of Work under the Contract and must do all patching of lettering, painting and bracing thereof necessary to maintain the sign in first class condition and in proper position. Prior to fabrication, the Contractor must submit an 8-1/2” x 11” color match print proof from the sign manufacturer of the completed sign for approval by the Commissioner.
  2. Sign Quality: The Contractor must provide all materials required for the production of the sign as specified herein. Workmanship must be of the best quality, free from defects and must be produced in a timely manner.
  3. Schedule: Upon Project mobilization, the Contractor must commence production and installation of the sign.
  4. Removal: At the completion of all Work under the Contract, the Contractor must remove and dispose of the Project sign away from the Site.
  5. Sign construction:
    - a. Frame: The frame must be from quality dressed 2”x2” pine, fire retardant, pressure treated lumber, that surrounds the inside back edge of the sign. The sign must have one (1) intermediate vertical and two (2) diagonal supports, glued and screwed for rigidity. Frame must be painted white with two (2) coats of exterior enamel paint, prior to mounting of sign panel.
    - b. Edging: U-shaped, twenty-two (22) gauge aluminum edging, with a white enameled finish to match sign background, must run around entire edging of sign panel and frame. Corners must be mitered for a tight fit. Channel dimensions must be 1” inch (overlap to sign panel face) x 1



3/4" (or as required across frame depth) x 1" (back overlap).

- c. Sign Panel: 4' x 8' panel must be constructed in one (1) piece of fourteen (14) gauge (.0785") 6061-T6 aluminum. This panel must be pre-finished both sides with a glossy white baked-on enamel finish and be flush with edge of 2" x 2" wood frame. Samples must be submitted for approval.
- d. Fastening: Fasten sign panel to wood frame using cadmium plated no. 8 sheet metal screws at 1/2" below edge of panel and 8" on center. The U-shaped aluminum channel must be applied over the wood frame edge and fastened with cadmium plated no. 8 sheet metal screws at 12" on center around the entire perimeter.

6. Sign Graphics:

- a. A digital file of the Project sign will be provided to the Contractor by the Commissioner's representative for printing. The Commissioner's representative must insert the Project name and names and titles of personnel (three (3) or more) and any other required information associated with the Project. All signs may include a second panel for a Project rendering as described in sub-section 3.17.B herein.
- b. The digital file must be reproduced at the Sign Panel size of 4' x 8' on 3M High Performance Vinyl or approved equal. The 3M High Performance Vinyl or equivalent must be guaranteed for nine (9) years. Guarantee must cover fading, peeling, chipping or cracking. The sign manufacturer is required to maintain all specified Pantone Matching System (PMS) type and other composition elements represented in the digital file of the Project sign.

**REFER TO THE ADDENDUM FOR THE APPLICABILITY OF SUB-SECTION 3.17 B**

B. PROJECT RENDERING:

- 1. Responsibility: In addition to the Project sign, the Contractor must furnish and install one (1) sign showing a rendering of the Project. A digital file of the Project rendering will be provided to the Contractor by the Commissioner's representative. From an approved image file provided by DDC, the Project rendering is to be sized, printed, and mounted in an identical manner as described in sub-section 3.17.A above for the Project sign. A color match print proof from the sign manufacturer of the rendering sign printed from the supplied file is to be submitted to DDC for approval before fabrication. The rendering sign is to be posted at the same height as the Project sign. Where possible, the rendering sign must be mounted with a perfect match of the short sides of the rectangle so that the rendering sign and the Project sign together will create one long rectangle.
- 2. Removal: At the completion of all Work under the Contract, the Contractor must remove and dispose of the Project rendering away from the Site.

**REFER TO THE ADDENDUM FOR THE APPLICABILITY OF SUB-SECTION 3.18**

**3.18 SECURITY GUARDS/FIRE GUARDS ON SITE:**

A. SECURITY GUARDS (WATCHMEN):

- 1. The Contractor must provide a competent security guard service on the Site, beginning on the date on which the Contractor commences actual construction Work, or on such earlier date on which there is activity at the Site related to the Work, including without limitation, delivery of materials or construction set-up. The Contractor must continue to provide such security guard service until the date on which it completes all required Work at the Site, including all punch list Work, as certified in writing by the Resident Engineer, or earlier if so directed in writing by the Commissioner. Throughout the specified time period, there must be no less than one (1) security guard on duty every day, including Saturdays, Sunday and holidays, twenty-four (24) hours a day, except between the hours of 8:00 A.M. and 4:00 P.M. on any day which is a regular working day for a majority of the trade



subcontractors. This exception during the working day must not apply after the finishing painting of the plaster Work is commenced; thereafter, not less than one (1) security guard must be on duty continuously, twenty-four (24) hours a day.

2. Every security guard must be required to hold a "Certificate of Fitness" issued by FDNY. Every security guard must, during his/her tour of duty, perform the duties of fire guard in addition to his/her security obligations.
  3. Should the Commissioner find that any security guard is unsatisfactory, such guard must be replaced by the Contractor upon the written demand of the Commissioner.
  4. Each security guard furnished by the Contractor must be instructed by the Contractor to include in his/her duties the entire construction Site including the Field Office, temporary structures, and equipment, materials, etc.
  5. Should the Contractor or any other subcontractor consider the security requirements outlined above inadequate, the Contractor must provide such additional security as it thinks necessary, after obtaining the written consent of the Commissioner. The additional cost of such approved increased protection will be paid by the Contractor.
  6. Nothing contained in this sub-section must diminish in any way the responsibility of the Contractor and each subcontractor for its own Work, materials, tools, equipment, nor for any of the other risks and obligations outlined hereinbefore in this Article.
- B. **COSTS:** The Contractor must employ security guards/fire guards throughout the specified time period, except as otherwise modified by the detailed Specifications and as approved by the Commissioner, for the purpose of safeguarding and protecting the Site. All costs for security guards/fire guards must be borne by the Contractor.
- C. **RESPONSIBILITY:** The Contractor and its subcontractors will be responsible for safeguarding and protecting their own work, materials, tools and equipment.

**3.19 SAFETY:**

- A. The Contractor, in compliance with requirements of Section 01 35 26, SAFETY REQUIREMENTS PROCEDURES, must provide and maintain all necessary temporary closures, guard rails, and barricades to adequately protect all workers and the public from possible injury. Any removal of these items, during the progress of the Work, must be replaced by the Contractor at no additional cost to the City.

**END OF SECTION 01 50 00**



**SECTION 01 54 11  
TEMPORARY ELEVATORS AND HOISTS**

**PART I – GENERAL**

**1.1 RELATED DOCUMENTS:**

- A. The following documents apply to all required work for the Project: (1) the Contract Drawings, (2) the Specifications, (3) the General Conditions, (4) the Addendum, and (5) the Contract [City of New York Standard Construction Contract].

**1.2 SUMMARY:**

- A. This section includes the following:
  - 1. Temporary Use, Operation and Maintenance of Elevators during Construction
    - a. For new buildings up to and including fifteen (15) stories
    - b. For new buildings over fifteen (15) stories
    - c. For existing buildings
  - 2. Temporary Construction Hoists and Hoistways (For Material and Personnel)

**1.3 RELATED SECTIONS:** include without limitation the following:

- A. Section 01 10 00 SUMMARY
- B. Section 01 42 00 REFERENCES
- C. Section 01 50 00 TEMPORARY FACILITIES AND CONTROLS
- D. Section 01 54 23 TEMPORARY SCAFFOLDS AND SWING STAGING
- E. Section 01 77 00 CLOSE OUT PROCEDURES

**PART II – PRODUCTS (Not Used)**

**PART III – EXECUTION**

**REFER TO THE ADDENDUM FOR THE APPLICABILITY OF SUB-SECTION 3.1**

**3.1 TEMPORARY USE, OPERATION AND MAINTENANCE OF ELEVATORS DURING CONSTRUCTION FOR NEW BUILDINGS UP TO AND INCLUDING FIFTEEN (15) STORIES:**

- A. **INSTALLATION:** The Contractor must install, complete, operate, and maintain in good working order, as indicated herein, one (1) selected main elevator for the transport of employees of the Contractor and/or its subcontractors, representatives of DDC, and other governmental agencies having jurisdiction of Work at the Project. The Contractor must furnish, install, and maintain such elevator in good working order, including all necessary hoisting ropes, governor cables, traveling conductor cables, operating devices, temporary hand reset target annunciators, temporary signal devices, and all other permanent or temporary parts. The installation, operation and maintenance of the temporary elevator and all equipment and/or parts utilized in connection therewith must be in accordance with the rules and regulations of all agencies and/or entities having jurisdiction over elevators in temporary use.
- B. **RESPONSIBILITY:** The Contractor must be responsible for any injury to persons or damage to property arising out of the temporary elevator and all equipment and/or parts utilized in connection therewith.
- C. **COSTS:** The Contractor must be responsible for all costs in connection with the temporary elevator, including without limitation:



1. Installing and operating the temporary elevator;
2. Maintaining the temporary elevator in clean and proper operating condition, including the cost of lubricants and/or parts for such maintenance;
3. Performing all Work in pits, shaft ways and machine rooms necessary for the operation of the temporary elevator;
4. Replacing the temporary elevator or any equipment or parts utilized in connection therewith, if required, due to damage, destruction, or excessive wear or corrosion, except for the replacement of hoisting ropes as set forth below;
5. Performing all required electrical Work in connection with the temporary elevator;
6. Providing all electric power required to operate the temporary elevator;
7. Providing all necessary conduit and wiring connections for the proper operation and signaling of the temporary elevator; and
8. Providing all labor for the operation and maintenance of the temporary elevator, including on an overtime basis if necessary.

The total Contract price must include all costs in connection with the temporary elevator, including without limitation, the costs specified herein.

- D. **COMMENCEMENT OF SERVICE:** The Contractor must begin to provide temporary elevator service using the selected main passenger elevator no later than eight (8) weeks (forty (40) Days) after the machine room roof slab, or that portion of it surrounding the elevator shaft, has been placed. No later than three (3) weeks (fifteen (15) Days) after the machine room roof slab has been placed, or that portion of it surrounding the elevator shaft, the following Work must be completed:
1. The shaft must be completely enclosed by either a permanent or temporary enclosure meeting all building code requirements.
  2. The machine room must be completely watertight either by permanent or temporary construction. Beams or other devices, either permanent or temporary, must be provided to enable the safe and practicable hoisting of the elevator machinery for installation.
  3. On all floors at the shaft way entrances to the elevator, the Contractor must install solid substantial frames, either sliding or swing doors with substantial hardware and door locks, and any necessary approved wire mesh barricades for adjacent shaft ways.
  4. The Contractor must furnish and install solid, substantial enclosures at front, back, sides and top of car platform enclosure, with an emergency exit at the top of car and a substantial temporary door or gate on the front of the elevator entrance.
- E. **ELECTRICAL INSTALLATION:** The Contractor, no later than twenty (20) Days after the machine room roof slab or that portion of it surrounding the elevator has been placed, must furnish and install temporary or permanent power and light feeders as required for the elevator used for temporary service. Additionally, the Contractor must connect such feeders to the terminals on the starter panels or controllers in the machine room to the low voltage transformers and car light outlets in the center of the shaft way and for the car control and signal traveling cables. The Contractor must make all these required connections as soon as the equipment is declared ready for such connections by the Resident Engineer.
- F. **REMOVAL:** As directed by the Commissioner and when elevators for permanent use have been installed and are in proper condition for service, the Contractor must remove the temporary enclosures and all temporary elevator equipment and promptly proceed with the installation of the permanent equipment as required under the Contract.





- G. **INSPECTION:** Before temporary elevator equipment is removed, a joint inspection of the equipment must be made by the Contractor and the Commissioner to determine the condition of this equipment upon the discontinuation of its temporary use. If this inspection deems it necessary, the Contractor must furnish and install new governor and compensating ropes, traveling cables, controller parts, etc. The car and counterweight safeties must be thoroughly cleaned of all dirt and all foreign matter, then properly lubricated and placed in good operating condition to the satisfaction of the Commissioner. If it is determined and ordered by the Commissioner that new hoist ropes are required, such ropes must be installed and payment will be made in accordance with Article 26 of the Contract.
- H. **REPLACEMENT:** The Contractor must furnish and install new equipment or parts for any equipment or parts of the temporary elevator installation that have been damaged, destroyed, or that indicate excessive wear or corrosion, except for the replacement of hoisting ropes. All shaft ways, pits, motor rooms and sheave spaces used for temporary operation of elevators must be thoroughly cleaned. Where lubricated rails are used they must be washed down. If roller guides are used, all rust, dirt, etc., must be moved from the rails. The full cost of parts replacement, cleaning, etc., must be borne by the Contractor except for the replacement of hoisting ropes.
- I. **LIMITATIONS ON USE:** The temporary elevator must not be used during its operation for the hoisting of materials or the removal of rubbish, but must be limited only to the transportation of employees of the Contractor and/or its subcontractors, representatives of DDC, and other governmental agencies having jurisdiction of work at the Project. However, the Resident Engineer may grant special permission at specified times to the Contractor and/or its subcontractors to hoist materials, which in the Resident Engineer's opinion will not overload or damage the elevator installation. In the event of any damage to the temporary elevator, the Contractor must notify the Resident Engineer within twenty-four (24) hours after such damage has occurred. As indicated above, the Contractor must be responsible for the replacement of any equipment or parts of the temporary elevator that have been damaged.
- J. **LIQUIDATED DAMAGES:** The Contractor will be charged at the rate of one hundred dollars (\$100) per Day for each Day it fails to provide the temporary elevator service described in this section beginning with the forty-first (41<sup>st</sup>) Day after the machine room roof slab, or that portion of it surrounding the elevator shaft, has been placed and stripped. This charge will be deducted from any amount due and owing to the Contractor.

**REFER TO THE ADDENDUM FOR THE APPLICABILITY OF SUB-SECTION 3.2**

**3.2 TEMPORARY USE, OPERATION AND MAINTENANCE OF ELEVATORS DURING CONSTRUCTION FOR NEW BUILDING OVER FIFTEEN (15) STORIES:**

- A. **INSTALLATION:** The Contractor must install, complete, operate, and maintain in good working order, as indicated herein, two (2) selected main elevators for the transport of employees of the Contractor and/or its subcontractors, representatives of DDC, and other governmental agencies having jurisdiction of work at the Project. The Contractor must furnish, install, and maintain such elevators in good working order, including all necessary hoisting ropes, governor cables, traveling conductor cables, operating devices, temporary hand reset target annunciators, temporary signal devices, and all other permanent or temporary parts. The installation, operation, and maintenance of the temporary elevators and all equipment and/or parts utilized in connection therewith must be in accordance with the rules and regulations of all agencies and/or entities having jurisdiction over elevators in temporary use. The two (2) elevators must not be operated simultaneously.
- B. **RESPONSIBILITY:** The Contractor must be responsible for any injury to persons or damage to property arising out of the temporary elevators and all equipment and/or parts utilized in connection therewith.
- C. **COSTS:** The Contractor must be responsible for all costs in connection with the temporary elevators, including without limitation:
  - 1. Installing and operating the temporary elevators;



2. Maintaining the temporary elevators in clean, proper operating condition, including the cost of lubricants and/or parts for such maintenance;
3. Performing all Work in pits, shaft ways and machine rooms necessary for the operation of the temporary elevators;
4. Replacing the temporary elevators or any equipment or parts utilized in connection therewith, if required due to damage, destruction, or excessive wear or corrosion, except for the replacement of hoisting ropes as set forth below;
5. Performing all required electrical Work in connection with the temporary elevators;
6. Providing all electric power required to operate the temporary elevators;
7. Providing all necessary conduit and wiring connections for the proper operation and signaling of the temporary elevators; and
8. Providing all labor for the operation and maintenance of the temporary elevators, including on an overtime basis if necessary.

The total Contract price must include all costs in connection with the temporary elevators, including without limitation, the costs specified herein.

- D. **LOW RISE ELEVATOR:** The Contractor must begin to provide temporary elevator service using one (1) selected main passenger elevator no later than six (6) weeks (thirty (30) Days) after the twelfth (12<sup>th</sup>) floor slab, or that portion of it surrounding the elevator shaft, has been placed and stripped. No later than one (1) week, (five (5) Days), after the twelfth (12<sup>th</sup>) floor slab, or that portion of it surrounding the elevator shaft, has been placed and stripped, the following Work must have been completed:
1. The shaft must be completely enclosed up to the twelfth (12<sup>th</sup>) floor by either the permanent or a temporary enclosure meeting the requirements of the law.
  2. A temporary machine room enclosure must be provided at the eleventh (11<sup>th</sup>) floor and must be completely watertight either by permanent or temporary construction. Beams or other devices, either permanent or temporary, must be provided which will enable the safe and practicable hoisting of the elevator machinery for installation.
  3. The Contractor must install on all floors up to and including the ninth (9<sup>th</sup>) floor at the shaft entrances to the elevator, solid substantial wood frames, either sliding or swing doors with substantial hardware and door locks, and any necessary approved wire mesh barricades for adjacent shaft ways.
  4. The Contractor must furnish and install solid substantial enclosures at front, back, sides and top of car platform enclosure, with an emergency exit at top of car, except that the portion of the front at the elevator entrance must be provided with a substantial temporary door or gate.
- E. **ELECTRICAL INSTALLATION:** The Contractor must, no later than ten (10) Days after the twelfth (12<sup>th</sup>) floor slab or that portion of it surrounding the elevator has been poured and stripped, furnish and install temporary or permanent power and light feeders as required for the elevator used for temporary service. The Contractor must connect such feeders to the terminals on the starter panels or controllers in the temporary machine room to the low voltage transformers, car light outlets in the center of the shaftway, and for the car control and signal traveling cables. The Contractor must make all these required connections as soon as the equipment is declared ready for such connections by the Resident Engineer.
- F. **HIGH RISE ELEVATOR:** The Contractor must begin to provide temporary elevator service to all floors using a selected main passenger elevator no later than eight (8) weeks (forty (40) Days) after the machine room roof slab, or that portion of it surrounding the elevator shaft has been placed. No later than three (3) weeks (fifteen (15) Days) after the machine room roof slab, or that portion of it surrounding the elevator shaft has been placed, the following Work must have been completed:
1. The shaft must be completely enclosed by either the permanent or temporary enclosure, meeting the



- requirements of the law.
2. The machine room must be completely watertight either by permanent or temporary construction. Beams or other devices, either permanent or temporary, must be provided to enable the safe and practicable hoisting of the elevator machinery for installation.
  3. The Contractor must install on all floors at the shaft way entrances to the elevator solid substantial frames, either sliding or swing doors with substantial hardware and door locks, and any necessary approved wire mesh barricades for adjacent shaft ways.
  4. The Contractor must furnish and install solid substantial enclosures at front, back, sides and top of car platform enclosure, with an emergency exit at top of car, except that the portion of the front at the elevator entrance must be provided with a substantial temporary door or gate.
- G. **ELECTRICAL INSTALLATION:** The Contractor must, not later than twenty (20) Days after the machine room slab or that portion of it surrounding the elevator shaft has been placed, furnish and install temporary or permanent power and light feeders as required for the high-rise elevator to be used for temporary service. The Contractor must connect such feeders to the terminals on the motor-generator starter panels, or controllers in the machine room, to the signal circuits low voltage transformers for the annunciators and car light outlets in the center of shaft way. The Contractor must make all these required connections as soon as the equipment is declared ready for such connections by the Resident Engineer.
- H. When the high-rise elevator is completed and ready for temporary operation, the low-rise temporary elevator must be shut down.
- I. **REMOVAL:** When directed by the Commissioner and one (1) or more elevators for permanent use have been installed and are in condition for service, the Contractor must remove the temporary enclosures, all temporary elevator equipment, and promptly proceed with the installation of the permanent equipment as required under the Contract.
- J. **INSPECTION:** Before temporary elevator equipment is removed, a joint inspection of the equipment must be made by the Contractor and the Commissioner to determine the condition of this equipment upon the discontinuation of its temporary use. If this inspection determines it necessary, the Contractor must furnish and install new governor and compensating ropes, new traveling cables, new controller parts, etc. The car and counterweight safeties must be thoroughly cleaned of all dirt and all foreign matter, then properly lubricated and placed in good operating condition to the satisfaction of the Commissioner. If it is determined and ordered by the Commissioner that new hoist ropes are required, such ropes must be installed and payment will be made in accordance with Article 26 of the Contract.
- K. **REPLACEMENT:** The Contractor must furnish and install new equipment or parts for any equipment or parts of the temporary elevator installations that have been damaged, destroyed, or that indicate excessive wear or corrosion, except the replacement of hoisting ropes. All shaft ways, pits, motor rooms and sheaves spaces used for temporary operation of elevators must be thoroughly cleaned down. Where lubricated rails are used they must be washed down; if roller guides are used, all rust, dirt, etc., must be removed from the rails. The full cost of parts replacement cleaning, etc., must be borne by the Contractor except for the replacement of hoisting ropes.
- L. **LIMITATIONS ON USE:** The temporary elevators must not be used during their operation for the hoisting of materials or the removal of rubbish, but must be limited only to the transportation of employees of the Contractor and/or its subcontractors, representatives of DDC, and other governmental agencies having jurisdiction of Work at the Project. However, the Resident Engineer may grant special permission at specified times to the Contractor and/or its subcontractors to hoist materials, which in the Resident Engineer's opinion will not overload or damage the elevator installation, but only after such times as all plastering has been completed from the second floor up. In the event of any damage to the temporary elevator, the Contractor must notify the Resident Engineer within twenty-four (24) hours after such damage has occurred. As indicated above, the Contractor must be responsible for the replacement of any equipment or parts of the temporary elevator that have been damaged.



- M. LIQUIDATED DAMAGES: The Contractor will be charged at the rate of one hundred dollars (\$100) per Day for each Day it fails to provide the temporary elevator service described in this Section beginning with the thirty-first (31<sup>st</sup>) Day after the twelfth (12<sup>th</sup>) floor slab, or that portion of the twelfth (12<sup>th</sup>) floor slab surrounding the elevator shaft, has been placed and stripped. This charge will be deducted from any amount due and owing to the Contractor.

**REFER TO THE ADDENDUM FOR THE APPLICABILITY OF SUB-SECTION 3.3**

**3.3 TEMPORARY USE, OPERATION AND MAINTENANCE OF ELEVATORS DURING CONSTRUCTION FOR EXISTING BUILDINGS:**

- A. The Contractor may use, at the Commissioner's discretion, one (1) selected elevator in the building for temporary operation by the Contractor for the transportation of employees of the Contractor and/or its subcontractors, representatives of DDC, and other governmental agencies having jurisdiction over the Work at the Project. The operation of the temporary elevator and all equipment and/or parts utilized in connection therewith must be in accordance with the rules and regulations of all agencies and/or entities having jurisdiction over elevators in temporary use.
- B. RESPONSIBILITY: The Contractor must be responsible for any injury to persons or damage to property arising out of the temporary elevator and all equipment and/or parts utilized in connection therewith.
- C. REPLACEMENT: The Contractor must furnish and install new equipment or parts for any equipment or parts of the elevator for temporary operation that have been damaged, destroyed, or that indicate excessive wear or corrosion, except the replacement of hoisting ropes. All shaft ways, pits, motor rooms and sheave spaces used for temporary operation of elevators must be thoroughly cleaned down. Where lubricated rails are used they must be washed down, if roller guides are used, all rust, dirt, etc., must be moved from the rails. The full cost of parts replacement, cleaning, etc., must be borne by the Contractor except for the replacement of hoisting ropes. If it is determined and ordered by the Commissioner that new hoist ropes are required, such ropes must be installed and payment will be made in accordance with Article 26 of the Contract.
- D. LIMITATIONS ON USE: The temporary elevator must not be used during its operation for the hoisting of materials or the removal of rubbish, but must be limited only to the transportation of employees of the Contractor and/or its subcontractors, representatives of DDC, and other governmental agencies having jurisdiction of Work at the Project. However, the Resident Engineer may grant special permission at specified times to the Contractor and/or its subcontractors to hoist materials, which in the Resident Engineer's opinion will not overload or damage the elevator installation. In the event of any damage to the temporary elevator, the Contractor must notify the Resident Engineer within twenty-four (24) hours after such damage has occurred. As indicated above, the Contractor must be responsible for the replacement of any equipment or parts of the temporary elevator that have been damaged.
- E. LIQUIDATED DAMAGES: The Contractor will be charged at the rate of one hundred dollars (\$100) per Day for each Day it fails to provide elevator services described in this section beginning with fifteen (15) Days from Notice to Proceed (NTP). This charge will be deducted from any amount due and owing to the Contractor.

**3.4 TEMPORARY HOISTS AND HOISTWAYS (FOR MATERIAL AND PERSONNEL):**

- A. RESPONSIBILITY: The Contractor must provide adequate numbers of material hoists for the most expeditious performance of all parts of the Work including the Work of all its subcontractors.
- B. LOCATIONS: No hoists must be constructed at such locations as to interfere with, or affect the construction of, floor arches or the Work of subcontractors. The hoists may be located at the exterior sides of the structure or in the courtyard and extend upward adjacent to the line of window openings. The hoists must be located a sufficient distance from the exterior walls and be so protected as to prevent any of the permanent Work from being damaged, stained or marred.



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- C. ELEVATOR SHAFT: Wherever possible, one or more of the permanent elevator shafts may be used as temporary hoistways, providing such use complies with the requirements of the Building Code of the City of New York, has been approved by the Commissioner, and does not interfere with the progress of the Work.
- D. PROTECTION FOR INTERIOR HOISTS: All interior material hoistways must be enclosed on each floor and must be adequately protected with appropriate safety guards. In no event must the protection be less than that required by law.

**END OF SECTION 01 54 11**



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**SECTION 01 54 23  
TEMPORARY SCAFFOLDING AND PLATFORMS**

**PART I – GENERAL**

**1.1 RELATED DOCUMENTS:**

- A. The following documents apply to all required work for the Project: (1) the Contract Drawings, (2) the Specifications, (3) the General Conditions, (4) the Addendum, and (5) the Contract [City of New York Standard Construction Contract].
- B. SECTION 01 35 26 SAFETY REQUIREMENTS PROCEDURES.
- C. The Contractor must comply with the requirements of “*The City of New York Department of Design and Construction Safety Requirements*”. This document is included in the Information for Bidders.

**1.2 SUMMARY:**

- A. This Section includes administrative and general procedural requirements for Temporary Scaffolding and Platforms, including:
  - 1. Conformance
  - 2. Responsibility
  - 3. Jobsite Documentation and Submittals
  - 4. Inspections
- B. This Section governs ALL scaffold used on DDC Project site(s), including but not limited to, Suspended Scaffold, Supported Scaffold, and Sidewalk Sheds.

**1.3 CONFORMANCE:**

- A. Unless otherwise indicated, the Contractor is responsible for providing, erecting, installing, and maintaining all temporary scaffolding and platforms which must comply with requirements of Chapter 33 (Safeguards During Construction or Demolition) of the New York City (NYC) Building Code, NYC Local Law 52 of 2005, OSHA Construction Standard 1926 Subpart L, and furnishing the items and personnel set forth in this Section.

**1.4 RESPONSIBILITY:**

- A. Jobsite Safety Coordinator: The Contractor must designate and employ a Jobsite Safety Coordinator, who must be a competent person, who must have a daily presence on the Project site during scaffold use. This designee must possess and maintain a valid New York City Department of Buildings (DOB) supported scaffold certificate of completion. An alternate must also be designated in the event that the Jobsite Safety Coordinator is absent. The Jobsite Safety Coordinator must:
  - 1. Verify completeness of documentation and submittals (as described below);
  - 2. Verify that inspections are performed, including pull tests (see below), reports are filed and reported deficiencies are corrected;
  - 3. Monitor trades using scaffold;
  - 4. Limit access to scaffold areas that are tagged for non-use;
  - 5. Inform trades of scaffold load limitations;
  - 6. Monitor loading of decks;
  - 7. Verify that any ties that are temporarily removed are properly restored in the same shift;
  - 8. Verify that outriggers and planks that are moved are properly set up and secured;
  - 9. Verify that all scaffold decks in use have proper access/egress;
  - 10. Verify that all open sides of decks in excess of 14 inches have proper guardrails and toe-boards;



11. Notify appropriate parties, including but not limited to the Resident Engineer, Site Safety Coordinator / Monitor, Site Safety consultant, scaffold users, Contractor and the Scaffold Engineer, of misuses, non-conformances, hazards and accidents; and,
  12. Keep a log of significant actions and events connected with the scaffolding.
- B. The Contractor will be responsible for erecting, maintaining, and dismantling the scaffolding and/or sidewalk shed in conformance with requirements of the NYC Building Code, OSHA and the Contract Documents, including the Specifications. The Contractor must also be guided by generally accepted standards of scaffold industry practice as promulgated by the Scaffold Industry Association.
- C. The Contractor must require the subcontractor responsible for erecting the scaffolding to engage a Scaffold Engineer, licensed as a professional engineer by the State of New York. The Scaffold Engineer will be responsible to ensure the following: (1) that the installation design is in compliance with requirements of the NYC Building Code and OSHA, (2) that the design comports with the capabilities of the components and the characteristics of the site, (3) that scaffold loads on the host building, including netting, have been properly considered, and (4) that the design documents provide accurate information for erectors and users.
- D. Scaffold users are trade contractors assigned to work on the scaffold. Training certificates from a DOB-approved training provider are mandatory. These users have a duty to become familiar with the NYC Building Code and OSHA requirements germane to users, to obey the instructions of the Jobsite Safety Coordinator, and to inform the Jobsite Safety Coordinator of known hazards, non-conformances, or violations.

#### **1.5 JOBSITE DOCUMENTATION AND SUBMITTALS:**

The Contractor must prepare, obtain, and submit the following to the Resident Engineer:

- A. NYC DOB permit(s) for scaffold and sidewalk sheds (as applicable) including filing applications signed and sealed by a Professional Engineer licensed in the State of New York;
- B. Site logistics plan / site safety plan;
- C. Installation drawing(s), design, and product data to be provided for **all** scaffold(s) and shed(s) must include, at a minimum:
  1. Plan(s);
  2. Elevation(s);
  3. Duty load designation: "standard" (150 psf live load) or "heavy duty" (300 psf live load);
  4. Details including base support, anchors and ties;
  5. Notes and specifications including load limits, number of planked levels, tie spacing, netting, and sequence of installation and removal;
  6. Anchorage into sound material;
  7. Load limits based on pull tests;
  8. Specifications for pull test(s), method, proof load and the number of trials;
  9. Elevations, levels or heights, where anchorage is made into masonry;
  10. Specifications for frames, planks, screw jacks, anchors, and any other ancillary hardware;
  11. Samples for anchors, ties and netting;
  12. Sequence of operations for erection and demolition;
  13. Location plan, heights, widths, "jumps" over doorways and driveways;
  14. Specify size, maximum span and maximum spacing of headers and stringers;
  15. Specify legs, girts, braces, nailing and connections; and,
  16. All sidewalk sheds must be designed, engineered, signed, and sealed by a Professional Engineer licensed in the State of New York;
    - a. Generic (not job-specific) engineering drawings are satisfactory for standard sheds and arrangements.





- b. Special engineering is required for custom sheds, site-specific problems or non-standard arrangements.

**1.6 INSPECTIONS:**

- A. Signed inspection reports must be issued for each inspection and pull-test below, and must be logged and maintained on site by the Jobsite Safety Coordinator for the duration of the Project.
- B. Pull testing will be required during design, and during or post erection, where anchorage is made into masonry. The Scaffold Engineer must specify the test method, proof load, and the number of trials.
- C. Sidewalk sheds must be inspected after initial installation, major modification, or damage and thence every three months. Inspections must be by a Scaffold Engineer for custom sheds and by a Competent Person employed by the Contractor for standard sheds.
- D. Scaffolds must be inspected by the Scaffold Engineer during erection, post-erection, and prior to use and thence every three (3) months. The Scaffold Engineer must repeat inspections after major alteration/ modification, and/or damage.
- E. A Qualified Person assigned by the Contractor must inspect: the progress of erection and dismantling; and, the condition and integrity of the sidewalk sheds after high winds, major storms, and at least once per month during usage.
- F. A Qualified Person assigned by the Contractor must inspect: the progress of erection and dismantling at least weekly; and, the condition and integrity of the scaffold after high winds, major storms, and at least once per month during usage.
- G. Scaffolds and Sidewalk Sheds must be inspected daily by the Jobsite Safety Coordinator or alternate, prior to use by scaffold users. The inspection results must be recorded in the maintenance log and must always be available on-site.
- H. At the completion of the Project, submit all inspection documents as Miscellaneous Record Documents in accordance with SECTION 01 78 39 CONTRACT RECORD DOCUMENTS.

**1.7 LADDERS AND STAIRS:**

- A. The Contractor must provide and maintain ladders or temporary stairs extending from the street to the first story, and to and from every floor and roof level of the Project.

**1.8 ACCESS AND EXITS:**

- A. The ladders or temporary stairs must be of acceptable size, number and location, so that proper and convenient access may be had by those required to proceed to and from all parts of the Project.

**PART II – PRODUCTS (Not Used)**

**PART III – EXECUTION (Not Used)**

**END OF SECTION 01 54 23**



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**SECTION 01 60 00  
PRODUCT REQUIREMENTS**

**PART I – GENERAL**

**1.1 RELATED DOCUMENTS**

- A. The following documents apply to all required work for the Project: (1) the Contract Drawings, (2) the Specifications, (3) the General Conditions, (4) the Addendum, and (5) the Contract [City of New York Standard Construction Contract].

**1.2 SUMMARY**

- A. Section includes administrative and procedural requirements for selection of products for use in Project; product delivery, storage, and handling; manufacturers' standard warranties on products; special warranties; and comparable products.

**1.3 RELATED SECTIONS:**

- A. Section 01 42 00 REFERENCES for applicable industry standards for products specified.

**1.4 DEFINITIONS**

- A. Products: Items obtained for incorporating into the Work, whether purchased for Project or taken from previously purchased stock. The term "product" includes the terms "material," "equipment," "system," and terms of similar intent.
  - 1. Named Products: Items identified by manufacturer's product name, including make or model number or other designation shown or listed in manufacturer's published product literature that is current as of date of the Contract Documents.
  - 2. New Products: Items that have not previously been incorporated into another project or facility. Products salvaged or recycled from other projects are not considered new products.
  - 3. Comparable Product: Product that is demonstrated and approved by Commissioner through submittal process to have the indicated qualities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics that equal or exceed those of specified product.
- B. Basis-of-Design Product Specification: A specification in which a single manufacturer's product is named and accompanied by the words "basis-of-design product," including make or model number or other designation. In addition to the basis-of-design product description, product attributes and characteristics are listed to establish the significant qualities related to type, function, in-service performance and physical properties, weight, dimension, durability, visual characteristics, and other special features and requirements for purposes of evaluating comparable products of additional manufacturers named in the specification.



- C. Subject to Compliance with Requirements: Where the phrase "Subject to compliance with requirements" introduces a product selection procedure in an individual Specification Section, provide products qualified under the specified product procedure.

## **1.5 ACTION SUBMITTALS**

- A. Product Specification Submittals: Comply with requirements in Section 01 33 00 SUBMITTAL PROCEDURES. Show compliance with requirements.
- B. Comparable Product Request Submittal: Submit request for consideration of each comparable product. Identify product or fabrication or installation method to be replaced. Include Specification Section number and title and Drawing numbers and titles.
  - 1. Include data to indicate compliance with the requirements specified in "Comparable Products" Article.
  - 2. Review Action: If necessary, Commissioner will request additional information or documentation for evaluation and will notify Contractor of approval or rejection of proposed comparable product request.
    - a. Format of Approval of Submittal: Per Article 1.6 of Section 01 33 00 SUBMITTAL PROCEDURES.
    - b. Use product specified, or products by Manufacturers specified if Commissioner does not issue a decision on use of a comparable product request.

## **1.6 QUALITY ASSURANCE**

- A. Compatibility of Options: If Contractor is given option of selecting between two or more products for use on Project, select product compatible with products previously selected, even if previously selected products were also options.
- B. Identification of Products: Except for required labels and operating data, do not attach or imprint manufacturer or product names or trademarks on exposed surfaces of products or equipment that will be exposed to view in occupied spaces or on the exterior.
  - 1. Labels: Locate required product labels and stamps on a concealed surface, or, where required for observation following installation, on a visually accessible surface that is not conspicuous.
  - 2. Equipment Nameplates: Provide a permanent nameplate on each item of service-connected or power-operated equipment. Locate on a visually accessible but inconspicuous surface. Include information essential for operation, including the following:
    - a. Name of product and manufacturer.
    - b. Model and serial number.
    - c. Capacity.
    - d. Speed.
    - e. Ratings.
  - 3. See individual identification sections in Divisions 21, 22, 23, and 26 for additional identification requirements.



## **1.7 PRODUCT DELIVERY, STORAGE, AND HANDLING**

- A. Deliver, store, and handle products using means and methods that will prevent damage, deterioration, and loss, including theft and vandalism. Comply with manufacturer's written instructions.
- B. Delivery and Handling:
  - 1. Schedule delivery to minimize long-term storage at Project site and to prevent overcrowding of construction spaces.
  - 2. Coordinate delivery with installation time to ensure minimum holding time for items that are easily damaged, or sensitive to deterioration, theft, and other losses.
  - 3. Deliver products to Project site in an undamaged condition in manufacturer's original sealed container or other packaging system, complete with labels and instructions for handling, storing, unpacking, protecting, and installing.
  - 4. Inspect products on delivery to determine compliance with the Contract Documents and to determine that products are undamaged and properly protected.
- C. Storage:
  - 1. Store products to allow for inspection and measurement of quantity or counting of units.
  - 2. Store materials in a manner that will not endanger Project structure.
  - 3. Store products that are subject to damage by the elements, under cover in a weathertight enclosure above ground, with ventilation adequate to prevent condensation.
  - 4. Comply with product manufacturer's written instructions for temperature, humidity, ventilation, and weather-protection requirements for storage.
  - 5. Protect stored products from damage and liquids from freezing.

## **1.8 PRODUCT WARRANTIES**

- A. Warranties specified in other Sections will be in addition to, and run concurrent with, other warranties required by the Contract Documents. Manufacturer's disclaimers and limitations on product warranties do not relieve Contractor of Guaranty obligations under requirements of the Contract Documents.
  - 1. **Manufacturer's Warranty:** Written warranty furnished by individual manufacturer for a particular product and specifically endorsed by manufacturer to the City of New York.
  - 2. **Special Warranty:** Written warranty required by the Contract Documents to provide specific rights for the City of New York.
- B. **Special Warranties:** Prepare a written document that contains appropriate terms and identification, ready for execution.
  - 1. **Manufacturer's Standard Form:** Modified to include Project-specific information and properly executed.
  - 2. **Specified Form:** When specified forms are included with the Specifications, prepare a written document using indicated form properly executed.
  - 3. See other Sections for specific content requirements and particular requirements for submitting special warranties.
- C. **Submittal Time:** Comply with requirements in Section 01 77 00 CLOSEOUT PROCEDURES.



## **PART II – PRODUCTS**

### **2.1 PRODUCT SELECTION PROCEDURES**

- A. General Product Requirements: Provide products that comply with the Contract Documents, are undamaged and, unless otherwise indicated, are new at time of installation.
1. Descriptive, performance, and reference standard requirements in the Specifications establish required characteristics of products.
  2. Provide products complete with accessories, trim, finish, fasteners, and other items needed for a complete installation and indicated use and effect.
  3. Commissioner will review and approve products with warranties meeting the requirements of the Contract Documents.
  4. Where products are accompanied by the term "as selected," Commissioner will make selection.
- B. Or Approved Equal:
1. Comply with requirements in "Comparable Products" Article to obtain approval for use of an unnamed product, or for use of a product by an unnamed Manufacturer, as designated by the term "Or approved equal".
  2. Submit additional documentation required by Commissioner, in order to establish equivalency of proposed products. Evaluation of "Or approved equal" product status is by the Commissioner, whose determination is final.
- C. Product Selection Procedures:
1. Products: Where Specifications include a list of names of both manufacturers and products, provide one of the products listed that complies with requirements. Comparable products will be considered. Comply with requirements in "Comparable Products" Article for consideration of a product by an unnamed manufacturer. Products' listing is indicated by the following:
    - a. Products: Subject to compliance with requirements, provide one of the following:
      - 1) Manufacturer; Product designation
      - 2) Manufacturer; Product designation
      - 3) Manufacturer; Product designation
      - 4) Or approved equal
  2. Manufacturers: Where Specifications include a list of manufacturers' names, provide a product by one of the manufacturers listed. Comparable products from unnamed Manufacturers will be considered. Comply with requirements in "Comparable Products" Article for consideration of a product by an unnamed manufacturer. Manufacturer's listing is indicated by the following:
    - a. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
      - 1) Manufacturer
      - 2) Manufacturer
      - 3) Manufacturer
      - 4) Or approved equal



3. Basis-of-Design Product: Where Specifications name a basis-of-design product, provide the specified product, or a comparable product by one of the other named manufacturers. Drawings may indicate sizes, profiles, dimensions, and other characteristics that are based on the product named. Specifications indicate performance requirements and physical properties, durability and other special and required features that are based on the product named. Comply with requirements in "Comparable Products" Article for consideration of an unnamed product by one of the other named manufacturers. Basis-of-Design Product listing is indicated by the following:
    - a. Subject to compliance with requirements, provide [product indicated on Drawings] [manufacturer's name; product name or designation] or comparable product by one of the following:
      - 1) Manufacturer
      - 2) Manufacturer
      - 3) Or approved equal
  4. Sole Source Product (Single Proprietary): Where Specifications name a single manufacturer and product, provide the named product. A Sole Source Product selection requires prior request by the Design Consultant and approval by the Commissioner for its inclusion in specifications. Sole Source Product is indicated by the following phrase listing:
    - a. Sole Source Product: Manufacturer's name and Product designation.
      - 1) No substitutions Permitted.
- D. Visual Matching Specification: Where Specifications require "match Commissioner's sample," provide a product that complies with requirements and matches Commissioner's sample. Commissioner's decision will be final on whether a proposed product matches.
- E. Visual Selection Specification: Where Specifications include the phrase "as selected by Commissioner from manufacturer's full range" or similar phrase, select a product that complies with requirements. Commissioner will select color, gloss, pattern, density, or texture from manufacturer's product line that includes both standard and premium items.

## **2.2 COMPARABLE PRODUCTS**

- A. Conditions for Consideration of Comparable Products (Or Approved Equal): Commissioner will consider Contractor's request for comparable product when the following conditions are satisfied. If the following conditions are not satisfied, Commissioner may return requests without action, except to record noncompliance with these requirements:
- B. Evidence that proposed product does not require revisions to the Contract Documents, is consistent with the Contract Documents, will produce the indicated results, and is compatible with other portions of the Work. Detailed comparison of significant qualities of proposed product with those named in the Specifications. Significant product qualities include attributes such as type, function, in-service performance and physical properties, weight, dimension, durability, visual characteristics, and other specific features and requirements.
- C. Evidence that proposed product provides specified warranty.
- D. List of similar installations for completed projects with project names and addresses and names and addresses of architects and Owners, if requested.
- E. Samples, if requested.



- F. Submittal Requirements: Approval by the Commissioner of Contractor's request for use of comparable product is not intended to satisfy other submittal requirements.
- G. Comply with all other specified product and submittal requirements.

**PART III – EXECUTION (Not Used)**

**END OF SECTION 016000**





**SECTION 01 60 00  
PRODUCT REQUIREMENTS**

**PART I – GENERAL**

**1.1 RELATED DOCUMENTS**

- A. The following documents apply to all required work for the Project: (1) the Contract Drawings, (2) the Specifications, (3) the General Conditions, (4) the Addendum, and (5) the Contract [City of New York Standard Construction Contract].

**1.2 SUMMARY**

- A. Section includes administrative and procedural requirements for selection of products for use in Project; product delivery, storage, and handling; manufacturers' standard warranties on products; special warranties; and comparable products.

**1.3 RELATED SECTIONS:**

- A. Section 01 42 00 REFERENCES for applicable industry standards for products specified.

**1.4 DEFINITIONS**

- A. Products: Items obtained for incorporating into the Work, whether purchased for Project or taken from previously purchased stock. The term "product" includes the terms "material," "equipment," "system," and terms of similar intent.
  - 1. Named Products: Items identified by manufacturer's product name, including make or model number or other designation shown or listed in manufacturer's published product literature that is current as of date of the Contract Documents.
  - 2. New Products: Items that have not previously been incorporated into another project or facility. Products salvaged or recycled from other projects are not considered new products.
  - 3. Comparable Product: Product that is demonstrated and approved by Commissioner through submittal process to have the indicated qualities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics that equal or exceed those of specified product.
- B. Basis-of-Design Product Specification: A specification in which a single manufacturer's product is named and accompanied by the words "basis-of-design product," including make or model number or other designation. In addition to the basis-of-design product description, product attributes and characteristics are listed to establish the significant qualities related to type, function, in-service performance and physical properties, weight, dimension, durability, visual characteristics, and other special features and requirements for purposes of evaluating comparable products of additional manufacturers named in the specification.



- C. Subject to Compliance with Requirements: Where the phrase "Subject to compliance with requirements" introduces a product selection procedure in an individual Specification Section, provide products qualified under the specified product procedure.

## **1.5 ACTION SUBMITTALS**

- A. Product Specification Submittals: Comply with requirements in Section 01 33 00 SUBMITTAL PROCEDURES. Show compliance with requirements.
- B. Comparable Product Request Submittal: Submit request for consideration of each comparable product. Identify product or fabrication or installation method to be replaced. Include Specification Section number and title and Drawing numbers and titles.
  - 1. Include data to indicate compliance with the requirements specified in "Comparable Products" Article.
  - 2. Review Action: If necessary, Commissioner will request additional information or documentation for evaluation and will notify the applicable Contractor of approval or rejection of proposed comparable product request.
    - a. Format of Approval of Submittal: Per Article 1.6 of Section 01 33 00 SUBMITTAL PROCEDURES.
    - b. Use product specified, or products by Manufacturers specified if Commissioner does not issue a decision on use of a comparable product request.

## **1.6 QUALITY ASSURANCE**

- A. Compatibility of Options: If the applicable Contractor is given option of selecting between two or more products for use on Project, select product compatible with products previously selected, even if previously selected products were also options.
- B. Identification of Products: Except for required labels and operating data, do not attach or imprint manufacturer or product names or trademarks on exposed surfaces of products or equipment that will be exposed to view in occupied spaces or on the exterior.
  - 1. Labels: Locate required product labels and stamps on a concealed surface, or, where required for observation following installation, on a visually accessible surface that is not conspicuous.
  - 2. Equipment Nameplates: Provide a permanent nameplate on each item of service-connected or power-operated equipment. Locate on a visually accessible but inconspicuous surface. Include information essential for operation, including the following:
    - a. Name of product and manufacturer.
    - b. Model and serial number.
    - c. Capacity.
    - d. Speed.
    - e. Ratings.
  - 3. See individual identification sections in Divisions 21, 22, 23, and 26 for additional identification requirements.



## **1.7 PRODUCT DELIVERY, STORAGE, AND HANDLING**

- A. Deliver, store, and handle products using means and methods that will prevent damage, deterioration, and loss, including theft and vandalism. Comply with manufacturer's written instructions.
- B. Delivery and Handling:
  - 1. Schedule delivery to minimize long-term storage at Project site and to prevent overcrowding of construction spaces.
  - 2. Coordinate delivery with installation time to ensure minimum holding time for items that are easily damaged, or sensitive to deterioration, theft, and other losses.
  - 3. Deliver products to Project site in an undamaged condition in manufacturer's original sealed container or other packaging system, complete with labels and instructions for handling, storing, unpacking, protecting, and installing.
  - 4. Inspect products on delivery to determine compliance with the Contract Documents and to determine that products are undamaged and properly protected.
- C. Storage:
  - 1. Store products to allow for inspection and measurement of quantity or counting of units.
  - 2. Store materials in a manner that will not endanger Project structure.
  - 3. Store products that are subject to damage by the elements, under cover in a weathertight enclosure above ground, with ventilation adequate to prevent condensation.
  - 4. Comply with product manufacturer's written instructions for temperature, humidity, ventilation, and weather-protection requirements for storage.
  - 5. Protect stored products from damage and liquids from freezing.

## **1.8 PRODUCT WARRANTIES**

- A. Warranties specified in other Sections will be in addition to, and run concurrent with, other warranties required by the Contract Documents. Manufacturer's disclaimers and limitations on product warranties do not relieve the applicable Contractor of Guaranty obligations under requirements of the Contract Documents.
  - 1. **Manufacturer's Warranty:** Written warranty furnished by individual manufacturer for a particular product and specifically endorsed by manufacturer to the City of New York.
  - 2. **Special Warranty:** Written warranty required by the Contract Documents to provide specific rights for the City of New York.
- B. **Special Warranties:** Prepare a written document that contains appropriate terms and identification, ready for execution.
  - 1. **Manufacturer's Standard Form:** Modified to include Project-specific information and properly executed.
  - 2. **Specified Form:** When specified forms are included with the Specifications, prepare a written document using indicated form properly executed.
  - 3. See other Sections for specific content requirements and particular requirements for submitting special warranties.
- C. **Submittal Time:** Comply with requirements in Section 01 77 00 CLOSEOUT PROCEDURES.



## **PART II – PRODUCTS**

### **2.1 PRODUCT SELECTION PROCEDURES**

- A. General Product Requirements: Provide products that comply with the Contract Documents, are undamaged and, unless otherwise indicated, are new at time of installation.
1. Descriptive, performance, and reference standard requirements in the Specifications establish required characteristics of products.
  2. Provide products complete with accessories, trim, finish, fasteners, and other items needed for a complete installation and indicated use and effect.
  3. Commissioner will review and approve products with warranties meeting the requirements of the Contract Documents.
  4. Where products are accompanied by the term "as selected," Commissioner will make selection.
- B. Or Approved Equal:
1. Comply with requirements in "Comparable Products" Article to obtain approval for use of an unnamed product, or for use of a product by an unnamed Manufacturer, as designated by the term "Or approved equal".
  2. Submit additional documentation required by Commissioner, in order to establish equivalency of proposed products. Evaluation of "Or approved equal" product status is by the Commissioner, whose determination is final.
- C. Product Selection Procedures:
1. Products: Where Specifications include a list of names of both manufacturers and products, provide one of the products listed that complies with requirements. Comparable products will be considered. Comply with requirements in "Comparable Products" Article for consideration of a product by an unnamed manufacturer. Products' listing is indicated by the following:
    - a. Products: Subject to compliance with requirements, provide one of the following:
      - 1) Manufacturer; Product designation
      - 2) Manufacturer; Product designation
      - 3) Manufacturer; Product designation
      - 4) Or approved equal
  2. Manufacturers: Where Specifications include a list of manufacturers' names, provide a product by one of the manufacturers listed. Comparable products from unnamed Manufacturers will be considered. Comply with requirements in "Comparable Products" Article for consideration of a product by an unnamed manufacturer. Manufacturer's listing is indicated by the following:
    - a. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
      - 1) Manufacturer
      - 2) Manufacturer
      - 3) Manufacturer
      - 4) Or approved equal



3. Basis-of-Design Product: Where Specifications name a basis-of-design product, provide the specified product, or a comparable product by one of the other named manufacturers. Drawings may indicate sizes, profiles, dimensions, and other characteristics that are based on the product named. Specifications indicate performance requirements and physical properties, durability and other special and required features that are based on the product named. Comply with requirements in "Comparable Products" Article for consideration of an unnamed product by one of the other named manufacturers. Basis-of-Design Product listing is indicated by the following:
    - a. Subject to compliance with requirements, provide [product indicated on Drawings] [manufacturer's name; product name or designation] or comparable product by one of the following:
      - 1) Manufacturer
      - 2) Manufacturer
      - 3) Or approved equal
  4. Sole Source Product (Single Proprietary): Where Specifications name a single manufacturer and product, provide the named product. A Sole Source Product selection requires prior request by the Design Consultant and approval by the Commissioner for its inclusion in specifications. Sole Source Product is indicated by the following phrase listing:
    - a. Sole Source Product: Manufacturer's name and Product designation.
      - 1) No substitutions Permitted.
- D. Visual Matching Specification: Where Specifications require "match Commissioner's sample," provide a product that complies with requirements and matches Commissioner's sample. Commissioner's decision will be final on whether a proposed product matches.
- E. Visual Selection Specification: Where Specifications include the phrase "as selected by Commissioner from manufacturer's full range" or similar phrase, select a product that complies with requirements. Commissioner will select color, gloss, pattern, density, or texture from manufacturer's product line that includes both standard and premium items.

## **2.2 COMPARABLE PRODUCTS**

- A. Conditions for Consideration of Comparable Products (Or Approved Equal): Commissioner will consider the applicable Contractor's request for comparable product when the following conditions are satisfied. If the following conditions are not satisfied, Commissioner may return requests without action, except to record noncompliance with these requirements:
- B. Evidence that proposed product does not require revisions to the Contract Documents, is consistent with the Contract Documents, will produce the indicated results, and is compatible with other portions of the Work. Detailed comparison of significant qualities of proposed product with those named in the Specifications. Significant product qualities include attributes such as type, function, in-service performance and physical properties, weight, dimension, durability, visual characteristics, and other specific features and requirements.
- C. Evidence that proposed product provides specified warranty.
- D. List of similar installations for completed projects with project names and addresses and names and addresses of architects and Owners, if requested.
- E. Samples, if requested.



- F. Submittal Requirements: Approval by the Commissioner of the applicable Contractor's request for use of comparable product is not intended to satisfy other submittal requirements.
- G. Comply with all other specified product and submittal requirements.

**PART III – EXECUTION (Not Used)**

**END OF SECTION 016000**



**SECTION 01 73 00  
EXECUTION**

**PART I – GENERAL**

**1.1 RELATED DOCUMENTS:**

- A. The following documents apply to all required work for the Project: (1) the Contract Drawings, (2) the Specifications, (3) the General Conditions, (4) the Addendum, and (5) the Contract [City of New York Standard Construction Contract].

**1.2 SUMMARY:**

- A. This Section includes general procedural requirements governing execution of the Work including without limitation the following:
  - 1. Delivery of Materials
  - 2. Contractor's Superintendent
  - 3. Surveys
  - 4. Borings
  - 5. Examination
  - 6. Environmental Assessment
  - 7. Preparation
  - 8. Deferred Construction
  - 9. Installation
  - 10. Permits
  - 11. Transportation
  - 12. Sleeves and Hangers
  - 13. Sleeve and Hanger Drawings
  - 14. Cutting and Patching
  - 15. Location of Partitions
  - 16. Furniture and Equipment
  - 17. Removal of Rubbish and Surplus Material
  - 18. Cleaning
  - 19. Security and Protection of Work Site
  - 20. Maintenance of Site and Adjoining Property
  - 21. Maintenance of Project Site
  - 22. Safety Precautions for Control Circuits
  - 23. Obstructions in Drainage Lines
  - 24. Payment for Allowances
  - 25. Correction of the Work

**1.3 RELATED SECTIONS:** Include without limitation the following:

- A. Section 01 10 00 SUMMARY
- B. Section 01 31 00 PROJECT MANAGEMENT AND COORDINATION
- C. Section 01 33 00 SUBMITTAL PROCEDURES
- D. Section 01 74 19 CONSTRUCTION WASTE MANAGEMENT & DISPOSAL
- E. Section 01 77 00 CLOSEOUT PROCEDURES
- F. Section 01 78 39 CONTRACT RECORD DOCUMENTS



**1.4 DEFINITIONS:**

- A. Refer to Article 2 of the Contract for definition of terms, words and expressions used in the General Conditions not otherwise defined herein.

<u>Term</u>	<u>Definition</u>
Design Consultant	The entity responsible for providing design services for the Project, including, without limitation, preparing the construction documents (drawings and specifications) and providing services in connection with such documents during construction. The entity serving as the "Design Consultant" may be a corporation, firm, partnership, joint venture, individual or combination thereof. Such entity may be either an employee(s) of the City or an entity engaged by the City to provide such services.

**1.5 QUALITY ASSURANCE:**

- A. Land Surveyor Qualifications: A professional land surveyor who is licensed in the State of New York and who is experienced in providing land-surveying services of the kind indicated.

**PART 1 - PRODUCTS (Not Used)**

**PART 2 - EXECUTION**

**3.1 DELIVERY OF MATERIALS:**

- A. Material Orders: The Contractor must furnish to the Commissioner a copy of each material order, indicating date of order and quantity of material, and must also notify the Commissioner when materials have been delivered to the Site and in what quantities.
- B. Ample Quantities: The Contractor must deliver materials in ample quantities to ensure the most prompt and uninterrupted progress of the Work so as to complete the Work within the Contract time.
- C. Containers: The manufacturer's containers must be delivered with unbroken seals and must bear proper labels.
- D. Deliveries: The Contractor must coordinate deliveries in order to avoid delaying or impeding the progress of the Work.
- E. Handling: The Contractor must provide equipment and personnel to handle products by methods to prevent soiling or damage.
  - 1. Promptly inspect shipments to assure products comply with requirements, quantities are correct, and products are undamaged.
  - 2. Promptly return damaged shipments or incorrect orders to manufacturer.
  - 3. For materials or equipment to be reused or salvaged, use special care in removal, storage and reinstallation to insure proper function in completed Work.
- F. Storage: Store products in accordance with provisions of Article 3.1 of the Standard Construction Contract, and periodically inspect to assure that stored products are undamaged and are maintained under required conditions.
- G. Stacking: All materials must be properly stacked in convenient places adjacent to the Site, or where directed, and protected in a satisfactory manner. Stacked materials must be arranged so as to not interfere with visibility of traffic control devices.





- H. Overloading: If the Commissioner permits the storage of materials in any part of the Project area, they must be so stored as to cause no overloading.
- I. No Interference: If it becomes necessary to remove and restack materials to avoid impeding the progress of any part of the Work or interfering with the Work to be done by any trade subcontractor, the Contractor must remove and restack such materials at no additional cost to the City.

**3.2 CONTRACTOR'S CONSTRUCTION SUPERINTENDENT:**

- A. Contractor's Construction Superintendent: The Contractor must devote its time and personal attention to the Work and must employ and retain at the Project Site, from commencement until Final Acceptance, a Contractor's Construction Superintendent. The Contractor's Construction Superintendent must be registered with the New York City Department of Buildings (DOB) in compliance with the Construction Superintendent Rule of the City of New York, be competent and capable of maintaining proper supervision and care of the Work, and be acceptable to the Commissioner. The Construction Superintendent, in the absence of the Contractor, and irrespective of any superintendent or foreman employed by any subcontractor, must see that the instructions of the Commissioner are carried out.
- B. Replacement: The Contractor's Construction Superintendent on the job must not be changed or removed without the consent of the Commissioner.

**REFER TO THE ADDENDUM FOR THE APPLICABILITY OF SUB-SECTION 3.3**

**3.3 SURVEYS:**

- A. Line and Grade: The City will establish a baseline and bench mark near the Site of the Work for use by the Contractor in connection with the performance of the Work.
- B. Responsibility: The Contractor must establish all other lines and elevations required for the Work and must be solely responsible for the accuracy thereof.
- C. Safeguard All Points: The Contractor must safeguard all points, stakes, grade marks and bench marks made or established by the Contractor on the Work. The Contractor must re-establish same if disturbed, and bear the entire expense of rectifying the Work if improperly installed due to not maintaining, protecting or removing without authorization from the Commissioner such established points, stakes, or marks.
- D. City Monuments and Markers: No Work must be performed near City monuments or markers so as to disturb them until the said monuments or markers have been referenced or reset or otherwise disposed of by the relevant Agency or party who installed them.
- E. Foundations: The Contractor must furnish certification from a licensed Surveyor that all portions of the foundation Work are located in accordance with the Contract Drawings and at the elevations required thereby. This certification must show the actual locations and the actual elevations of all the Work in relation to the locations and elevations shown on the Contract Drawings, including, but not restricted to the following:
  - 1. The locations and elevations of all piles, if any.
  - 2. Elevations of tops of all spread footings, tops of pile caps, and tops of all foundation walls, elevator pit walls and ramp walls.
  - 3. Location of all footing centers and pier centers including those for exterior wall columns.
  - 4. Location of all foundation walls including wall columns, elevator pit walls and ramp walls.
- F. Wall Lines: After the first courses of masonry or stone have been laid, the Contractor must establish the permanent lines of exterior walls. The Contractor must promptly furnish certification from a licensed Surveyor in the form of signed original drawings showing the exact location of such wall lines of all portions



of all structures. Except at its own risk, the Contractor must not proceed further with the erection of walls until the Surveyor's certification has been submitted and verified for correct location of wall lines.

- G. Surveyor: The Surveyor selected for any of the purposes mentioned in Paragraph E and Paragraph F above, and Paragraph I below, must be a land Surveyor licensed in the State of New York and must be subject to the approval of the Commissioner. The Surveyor must not be a regular employee of the Contractor, nor must the Surveyor have any interest in the Contract. The Surveyor's certification must represent an independent and disinterested verification of all layout. The Surveyor must report to the Department of Design and Construction's (DDC) Resident Engineer each time upon arrival to and departure from the Site and review with the Resident Engineer the data required for the Project.
- H. Final Certification: Final certification must be submitted upon completion of the Work or upon completion of any subdivision of the Work as directed by the Commissioner. Any exceptions or deviations from the Contract Drawings must be noted on the final certificate and must include any maps, plates, notes, pertinent documents and data necessary, in the opinion of the Commissioner, to constitute a full and complete report.
- I. Final Survey: The Contractor must submit to DDC for submission to DOB a final Survey by the licensed Surveyor showing the location of the new Work, before completion of the Work. This Survey must show the location of the first tier of beams or of the first floor; the finish grades of the open spaces on the plot; the established curb level and the location of all other Work on the plan, together with the location and boundaries of the lot or plot upon which the Work is constructed, curb cuts, all yard dimensions, etc.

**REFER TO THE ADDENDUM FOR THE APPLICABILITY OF SUB-SECTION 3.4**

#### **3.4 BORINGS:**

- A. The work of this article must be the responsibility of the Contractor unless otherwise indicated.
- B. Reference Drawings: The boring drawings as listed on the title sheet are for information to the bidder and are to be used under the conditions as follows:
  - 1. Boring logs: shown on the boring drawings, record information obtained under engineering supervision in the course of exploration carried out by or under the direction of DDC at the Site.
  - 2. Soils and Rock Samples: All inferences are drawn from the indications observed as made by engineering and scientific personnel. All such inferences and all records of the Work, including soil samples and rock cores, if any, are available to bidders for inspection.
  - 3. Certification of Samples: The City certifies that the Work was carried out as stated, and that the soil samples and rock cores were actually taken from the site at the times, places, and in the manner indicated on the boring drawings. The samples are available for inspection in DDC's Subsurface Exploration Unit.
  - 4. Bidder's Responsibility: The bidder, however, is responsible for any conclusions to be drawn from the Work. If the bidder accepts those of the City, it must do so at its own risk. If the bidder prefers not to assume such risk, the bidder is under the obligation of employing its own experts to analyze the available information and must be responsible for any consequences of acting on their conclusions.
  - 5. Continuity Not Guarantee: The City does not guarantee continuity of conditions shown at actual boring locations over the entire Site. Where possible, borings are located to avoid all obstructions and previous construction which can be found by inspection of the surface. The bidder is required to estimate the influence of such features from its own inspection of the Site.



### **3.5 EXAMINATION:**

- A. Existing Conditions: The existence and location of Site improvements, utilities, and other construction indicated as existing are not guaranteed. Before beginning the Work, the Contractor must investigate and verify the existence and location of mechanical and electrical systems and other construction affecting the Work.
  - 1. Before construction, the Contractor must verify the location and points of connection of utility services.
- B. Existing Utilities: The existence and location of underground utilities and other construction indicated as existing are not guaranteed. Before beginning Site Work, the Contractor must investigate and verify the existence and location of underground utilities and other construction affecting the Work.
  - 1. Before construction, the Contractor must verify the location and invert elevation at points of connection of sanitary sewer, storm sewer, water-service piping, and underground electrical services.
  - 2. The Contractor must furnish location data for Work related to the Project that must be performed by public utilities serving the Project Site.
- C. Acceptance of Conditions: Examine all existing substrates, areas, and conditions, with the subcontractor responsible for installation or application, for compliance with requirements for installation tolerances and other conditions affecting performance. The Contractor must record observations of these examinations:
  - 1. Verify compatibility with and suitability of substrates, including compatibility with existing finishes or primers.
  - 2. Examine roughing-in for mechanical and electrical systems to verify actual locations of connections before equipment and fixture installation.
  - 3. Examine walls, floors, and roofs for suitable conditions where products and systems are to be installed.Proceed with installation only after unsatisfactory conditions have been corrected. Proceeding with the Work indicates acceptance of surfaces and conditions.

### **3.6 ENVIRONMENTAL ASSESSMENTS:**

- A. City Responsibilities: An Environmental Assessment and survey is performed by DDC and its findings are included in the Contract Documents. In accordance with the NYC Administrative Code Title 15 Chapter 1, an asbestos survey is required to be performed by an Asbestos Investigator certified by the NYC Department of Environmental Protection (DEP) to identify the presence of asbestos containing material (ACM) prior to any alteration, renovation, or demolition activity. The findings of such survey are required for the submission of approvals and permits issued by DOB. When the findings indicate that asbestos containing material is present and will be disturbed during the alteration, renovation, or demolition activity, then abatement design specifications will be incorporated into the Contract Documents. The Contractor must comply with all federal, state and local asbestos regulations affecting the work for this Contract.
- B. Contractor Responsibility: The Contractor must comply with all federal, state and local environmental regulations, including without limitation, United States Environmental Protection Agency (EPA) and Occupational Safety and Health Administration (OSHA) regulations, which require the Contractor to assess if lead-based paint will be disturbed during the Work in order to protect the Contractor's workers and the building occupants from migration of lead dust into the air. The Contractor must comply with all federal, state and local environmental waste disposal regulations which may be required during the Work. The Contractor is required to hire licensed abatement and disposal companies for the requisite Work.

### **3.7 PREPARATION:**

- A. Field Measurements: The Contractor must verify all dimensions and conditions on the Site so that all Work will properly join the existing conditions.



- B. Before commencing the Work, the Contractor must examine all adjoining materials on which its Work is in any way dependent on good workmanship in accordance to the intent of the Specifications and the Contract Drawings. The Contractor must report to the Commissioner any condition that will prevent it from performing Work that conforms to the required Specifications.
- C. Existing Utility Information: The Contractor must furnish information to the Commissioner that is necessary to adjust, move, or relocate existing utility structures, utility poles, lines, services, or other utility appurtenances located in or affected by construction. Additionally, the Contractor must coordinate with authorities having jurisdiction.
- D. Space Requirements: The Contractor must verify space requirements and dimensions of items shown diagrammatically on the Contract Drawings.

### **3.8 DEFERRED CONSTRUCTION:**

- A. In order to permit the installation of any item or items of equipment required to be furnished and installed within the time allowed for completing the Work of the Contract, the Contractor must defer construction Work limited to adequate areas as approved and certified by the Commissioner.
- B. The Contractor must confer with the affected trade subcontractors and ascertain arrangements, time, and facilities necessary to be made by the Contractor in order to execute the provisions specified herein.

### **3.9 INSTALLATION:**

- A. General: The Contractor must locate the Work and components of the Work accurately, in correct alignment and elevation, as indicated.
  - 1. Make vertical Work plumb and make horizontal Work level.
  - 2. Where space is limited, install components to maximize space available for maintenance and ease of removal for replacement.
  - 3. Conceal pipes, ducts, and wiring in finished areas, unless otherwise indicated on the Contract Drawings.
- B. Comply with manufacturer's written instructions and recommendations for installing products in applications indicated.
- C. Install products at the time and under conditions that will ensure the best possible results. Maintain conditions required for product performance until Substantial Completion.
- D. Conduct construction operations so no part of the Work is subjected to damaging operations or loading in excess of that expected during normal conditions of occupancy.
- E. Tools and Equipment: Do not use tools or equipment that produce harmful noise levels.
- F. Templates: Obtain and distribute to the parties involved templates for Work specified to be factory-prepared and field-installed. Check shop drawings of other work and work of trade subcontractors to confirm that adequate provisions are made for locating and installing products to comply with indicated requirements.
- G. Anchors and Fasteners: Provide anchors and fasteners as required to anchor each component securely in place, accurately located and aligned with other portions of the Work.
  - 1. Mounting Heights: Where mounting heights are not indicated, mount components at heights directed by the Design Consultant.
  - 2. Allow for building movement, including thermal expansion and contraction.
  - 3. Coordinate installation of anchorages. Furnish setting drawings, templates, and directions for installing anchorages, including sleeves, concrete inserts, anchor bolts, and items with integral



anchors that are to be embedded in concrete or masonry. Deliver such items to Project Site in time for installation.

- H. Joints: Make joints of uniform width. Where joint locations in exposed Work are not indicated, arrange joints for the best visual effect. Fit exposed connections together to form hairline joints.
- I. Hazardous Materials: Use products, cleaners, and installation materials that are not considered hazardous.

**3.10 PERMITS:**

- A. The Contractor must comply with all local, state and federal laws, rules, and regulations affecting the Work of this Project, including, without limitation, (1) obtaining all necessary permits for the performance of the Work prior to commencement thereof, and (2) complying with all requirements for the disposal of demolition and/or construction debris, waste, etc., including disposal in City landfills. The Contractor must be responsible for all costs in connection with such regulatory compliance, unless otherwise specified in the Contract.

**3.11 TRANSPORTATION:**

- A. Availability: The Contractor must determine the availability of transportation facilities and dockage for the use of its employees, equipment, and materials, and the conditions under which such use will be permitted.
- B. Costs: If transportation facilities and dockage are available and are permitted to be used by the governmental agency having jurisdiction, the Contractor must pay all necessary costs and expenses, and abide by all rules and regulations promulgated in connection therewith.
- C. Vehicles: With respect to the use of vehicles on highways and bridges, the Contractor's attention is directed to the limitations set forth in the Rules of the City of New York, Title 34, Chapter 4, Section 4-15.
- D. Continued Use: It is understood that the Commissioner makes no warranty as to the continued use by the Contractor of such facilities.

**REFER TO THE ADDENDUM FOR THE APPLICABILITY OF SUB-SECTION 3.12**

**3.12 SLEEVES AND HANGERS:**

- A. Coordinate with Progress Schedule: The Contractor must promptly furnish and install conduits, outlets, piping sleeves, boxes, inserts and all other materials and equipment that is to be built into the Work in conformity with the requirements of the Project.
- B. Cooperation of Subcontractors: All subcontractors must fully cooperate with each other in connection with the performance of the above Work as "cutting in" new work is neither contemplated nor will it be tolerated.
- C. Timeliness: To avoid delay, in the event that timely delivery of sleeves and other materials cannot be made, the Contractor may arrange to have boxes or other forms set at the locations where the piping or other material is to pass through or into the slabs, walls or other Work. Upon the subsequent installation of the sleeves or other material, the Contractor must fill around them with materials as required by the Contract. The necessary expenditures incurred for the boxing out and filling in must be borne by the Contractor.
- D. Inserts: The Contractor is to install strip inserts four (4) foot on center and perpendicular to beams in ceiling slabs of boiler, machine, and mechanical equipment rooms. Inserts are to be installed for strippable concrete slabs only.

**REFER TO THE ADDENDUM FOR THE APPLICABILITY OF SUB-SECTION 3.13**

**3.13 SLEEVE AND PENETRATION DRAWINGS:**

- A. As soon as practicable after the commencement of Work, and when the order in which concrete for the first slabs, walls, etc. to be poured is determined, the Contractor must submit to DDC a sketch indicating the location and size of all penetrations for sleeves, ducts, etc. which will be required to accommodate the mechanical trades in order to determine if such penetrations will materially weaken the Project's structure.



The sketch must be stamped and returned if approved and/or comments will be transmitted. The Contractor must continue to submit sketches as the pouring schedule and the concrete Work progresses and until approvals for the penetration sketches have been given. The Contractor must not predicate its layout Work on unapproved sketches.

**3.14 CUTTING AND PATCHING:**

- A. Responsibility: The Contractor must do all cutting, patching, and restoration required by its Work, unless otherwise particularly specified in the Specifications.
- B. Restore Work: The Contractor must restore any Work damaged during the performance of the Work.
- C. Competent Workers: All restoration Work must be done to the satisfaction of the Commissioner by competent workers skilled in the trade required by such restoration. If, in the judgment of the Commissioner, workers engaged in restoration Work are incompetent, they must be replaced immediately by competent workers.
- D. Structural Elements: Do not cut and patch structural elements without the prior approval, in writing, of the Resident Engineer.
- E. Operational Elements: Do not cut and patch operating elements and related components.
- F. Visual Requirements: Do not cut and patch construction in a manner that results in visual evidence of cutting and patching. Do not cut and patch construction exposed on the exterior or in occupied spaces in a manner that would, in the Commissioner's opinion, reduce the building's aesthetic qualities. The Contractor must remove and replace construction that has been cut and patched in a visually unsatisfactory manner.
- G. Existing Warranties: The Contractor must remove, replace, patch, and repair materials and surfaces cut or damaged during cutting and patching operations, by methods and with materials so as not to void existing warranties.
- H. Removals: The Contractor must remove from the premises all demolished materials of every nature or description resulting from cutting, patching, and restoration work, in accordance with the requirements hereinafter stipulated under Sub-Section 3.17 herein and as further required in Section 01 74 19, CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL.

**REFER TO THE ADDENDUM FOR THE APPLICABILITY OF SUB-SECTION 3.15**

**3.15 LOCATION OF PARTITIONS:**

- A. Within three (3) weeks after the concrete slabs have been poured on each floor level, the Contractor must immediately locate accurately all of the partitions, including the door openings, on the floor slabs in a manner approved by the Resident Engineer.

**3.16 FURNITURE AND EQUIPMENT:**

- A. Responsibility: The Contractor is responsible for moving all loose furniture and/or equipment in all areas where the location of such furniture and/or equipment interferes with the proper performance of its Work.
- B. Protection: All such furniture and/or equipment must be adequately protected with dust cloths and returned to their original locations when directed to do so by the Resident Engineer.

**3.17 REMOVAL OF RUBBISH AND SURPLUS MATERIALS:**

- A. Of the waste that is generated during demolition, as many of the waste materials as economically feasible must be reused, salvaged, or recycled. Waste disposal in landfills must be minimized. Comply with requirements of Section 01 74 19, CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL.



- B. Rubbish: Rubbish must not be thrown from the windows or other parts of the Project. Mason's rubbish, dirt and other dust-producing material must be wetted down periodically.
- C. Location: The Contractor must clean the Project Site and Work area daily, sweep up, and deposit at a location designated on each floor, all of its rubbish, debris, and waste materials as it accumulates or more frequently when directed by the Resident Engineer. Wood crating must be broken up, neatly bundled, tied, and stacked ready for removal and be deposited at a location designated on each floor.
  - 1. Comply with requirements in NYC Fire Department for removal of combustible waste materials and debris.
  - 2. Do not hold materials more than seven (7) Days during normal weather or three (3) Days if the temperature is expected to rise above 80 degrees F (27 degrees C).
  - 3. Containerize hazardous and unsanitary waste materials separately from other waste. Mark containers appropriately and dispose of legally, according to regulations.
- D. Laborers: Since the Contractor is responsible for the removal of all rubbish, etc., from the Site, the Contractor must employ and keep engaged for this purpose an adequate number of laborers.
- E. Surplus Materials: The Contractor must remove from the Site all surplus materials when there is no further use for same.
- F. Tools and Materials: At the conclusion of the Work, all erection plant, tools, temporary structures and materials belonging to the Contractor must be promptly removed.
- G. Waste Disposal: Burying or burning waste materials on-site will not be permitted. Washing waste materials down sewers or into waterways will not be permitted.

### **3.18 CLEANING:**

- A. The Contractor must thoroughly clean all equipment and materials furnished and installed, and must deliver such materials and equipment undamaged in a clean and new appearing condition up to date of Final Acceptance.
- B. Site: Maintain Project Site free of waste materials and debris.
- C. Installed Work: Keep installed Work clean. Clean installed surfaces according to written instructions of manufacturer or fabricator of the product installed, using only cleaning materials specifically recommended. If specific cleaning materials are not recommended, use cleaning materials that are not hazardous to health or property and that will not damage exposed surfaces.
- D. Concealed Spaces: Remove debris from concealed spaces before enclosing the space.
- E. Exposed Surfaces in Finished Areas: Clean exposed surfaces and protect as necessary to ensure freedom from damage and deterioration up to date of Final Acceptance.
- F. During handling and installation, clean and protect construction in progress and adjoining materials already in place. Apply protective covering where required to ensure protection from damage or deterioration up to date of Final Acceptance.

### **3.19 SECURITY AND PROTECTION OF WORK SITE:**

- A. Provide protection of installed Work, including appropriate protective coverings, and maintain conditions that ensure installed Work is without damage or deterioration up to date of Final Acceptance.
- B. Comply with manufacturer's written instructions for temperature and relative humidity.
- C. Secure and protect Work and Work Site against damage, loss, injury, theft and/or vandalism.
- D. Maintain daily sign-in sheets of workers and visitors and make the sheets available to the Commissioner.



**3.20 MAINTENANCE OF SITE AND ADJOINING PROPERTY:**

- A. The Contractor must take over and maintain the Project Site, after order to start Work.
- B. The Contractor must be responsible for the safety of the adjoining property, including sidewalks, paving, fences, sewers, water, gas, electric and other mains, pipes and conduits etc. until the date of Final Acceptance. The Contractor must, at its own expense, except as otherwise specified, protect same and maintain them in at least as good a condition as that in which the Contractor finds them.
- C. All pavements, sidewalks, roads and approaches to fire hydrants must be kept clear at all times, maintained and repaired to serviceable condition with materials to match existing.
- D. Provide and keep in good repair all bridging and decking necessary to maintain vehicular and pedestrian traffic.
- E. The Contractor must also remove all snow and ice as it accumulates on the sidewalks within the Contract Limits Lines.

**3.21 MAINTENANCE OF PROJECT SITE:**

- A. The Contractor must take over and maintain all Project areas, after order to start Work.
- B. Until the date of Final Acceptance, the Contractor must be responsible for the safety of all Project areas, including water, gas, electric and other mains and pipes and conduits and must, at the Contractor's own expense, except as otherwise specified, protect same and maintain them in at least as good condition as that in which the Contractor finds them.
- C. All pavements, sidewalks, roads and approaches to fire hydrants must be kept clear at all times, maintained, and if damaged, repaired to serviceable conditions with materials to match existing.
- D. The Contractor must keep the space for the Resident Engineer in a clean condition.

**3.22 SAFETY PRECAUTIONS FOR CONTROL CIRCUITS:**

- A. Control circuits, the failure of which will cause a hazard to life and property, must comply with DOB Bureau of Electrical Control requirements.

**3.23 OBSTRUCTIONS IN DRAINAGE LINES:**

- A. The Contractor must be responsible for all obstructions occurring in all drainage lines, fittings, and fixtures after the installations and cleaning of these drainage lines, fittings, and fixtures, as certified by the Resident Engineer. Roof drains must be kept clear of any and all debris. Any stoppage must be repaired immediately at the expense of the Contractor.

**3.24 PAYMENT OF ALLOWANCES:**

- A. Unless otherwise called for in the Specifications, the following requirements apply to the payment and execution of Allowances established for the Contractor:
  - 1. Allowances are to be utilized when ordered and authorized in writing by the Commissioner.
  - 2. The Contractor will be paid on a time and materials (T&M) basis under the Allowance. Labor will be paid based on the Contractor's Certified Payrolls, all other expenses will be paid on an invoice basis. A markup of twelve percent (12%) for overhead and ten percent (10%) for profit will be allowed, except that no markup will be allowed on Payroll Taxes or on the premium portion of overtime pay or on sales and personal property taxes.





### **3.25 CORRECTION OF THE WORK**

- A. Subject to the terms of the Contract, the Contractor must complete repair and restoration operations before requesting inspection for determination of Substantial Completion.
- B. Contractor must repair or remove and replace defective construction. Repairing includes replacing defective parts, refinishing damaged surfaces, touching up with matching materials, and properly adjusting operating equipment. Where damaged or worn items cannot be repaired or restored, provide replacements. Remove and replace operating components that cannot be repaired. Restore damaged construction and permanent facilities used during construction to specified condition.
  - 1. Remove and replace chipped, scratched, and broken glass, reflective surfaces, and other damaged transparent materials.
  - 2. Touch up and otherwise repair and restore marred or exposed finishes and surfaces. Replace finishes and surfaces that already show evidence of repair or restoration.
    - a. Do not paint over "UL" and other required labels and identification, including mechanical and electrical nameplates. Remove paint applied to required labels and identification.
  - 3. Replace parts subject to operating conditions during construction that may impede operation or reduce longevity.
  - 4. Replace burned-out bulbs, bulbs noticeably dimmed by hours of use, and defective and noisy starters in fluorescent and mercury vapor fixtures to comply with requirements for new fixtures.

**END OF SECTION 01 73 00**



**Department of  
Design and  
Construction**

Division 01 – DDC STANDARD GENERAL CONDITIONS  
SINGLE CONTRACT PROJECTS  
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**SECTION 01 74 19  
CONSTRUCTION WASTE MANAGEMENT AND  
DISPOSAL**

**PART I – GENERAL**

**1.1 RELATED DOCUMENTS:**

- A. The following documents apply to all required work for the Project: (1) the Contract Drawings, (2) the Specifications, (3) the General Conditions, (4) the Addendum, and (5) the Contract [City of New York Standard Construction Contract].

**1.2 SUMMARY:**

- A. This section includes administrative and procedural requirements for the management and disposal of construction waste and includes the following requirements:
  - 1. Waste Management Goals
  - 2. Waste Management Plan
  - 3. Progress Reports
  - 4. Progress Meetings
  - 5. Management Plan Implementation
- B. This section includes:
  - 1. Definitions
  - 2. Waste Management Performance Requirements
  - 3. Reference Resources
  - 4. Submittals
  - 5. Quality Assurance
  - 6. Waste Plan Implementation
  - 7. Additional Demolition and Salvage Requirements
  - 8. Disposal

**1.3 RELATED SECTIONS:** Include without limitation the following:

- A. Section 01 10 00 SUMMARY
- B. Section 01 31 00 PROJECT MANAGEMENT AND COORDINATION
- C. Section 01 32 00 CONSTRUCTION PROGRESS DOCUMENTATION
- D. Section 01 73 00 EXECUTION
- E. Section 01 77 00 CLOSEOUT PROCEDURES
- F. Section 01 78 39 CONTRACT RECORD DOCUMENTS
- G. Refer to the Addendum to identify whether this Project is designed to comply with a Certification Level according to the U.S. Green Building Council's LEED Rating System, as specified in Section 01 81 13.03 "SUSTAINABLE DESIGN REQUIREMENTS FOR LEED v3 BUILDINGS" or Section 01 81 13.04 "SUSTAINABLE DESIGN REQUIREMENTS FOR LEED v4 BUILDINGS".

**1.4 DEFINITIONS:**

- A. Refer to Article 2 of the Contract for definition of terms, words and expressions used in the General Conditions not otherwise defined herein.



<u>Term</u>	<u>Definition</u>
Alternative Daily Cover (ADC)	Material other than earthen material placed on the surface of the active face of a municipal solid Waste landfill at the end of each Work Day to control vectors, fires, odors, blowing litter and scavenging.
Design Consultant	The entity responsible for providing design services for the Project, including without limitation, preparing the construction documents (drawings and specifications) and providing services in connection with such documents during construction. The entity serving as the Design Consultant may be a corporation, firm, partnership, joint venture, individual or combination thereof. Such entity may be either an employee(s) of the City or an entity engaged by the City to provide such services.
Clean	Untreated and unpainted; not contaminated with oils, solvents, caulk or the like.
Construction and Demolition (C&D) Waste	Solid Wastes typically including building materials, trash debris and rubble resulting from remodeling, repair and demolition operations. Hazardous materials and land clearing Waste are not included.
Diversion from Landfill	Material removal from the Site for Recycling, Reuse or Salvage that might otherwise be sent to a landfill.
Off-site Sorting	Material types that are combined on the project site and hauled away for sorting. Measured weights only. Approximations of weight or volume based on visual inspection are not acceptable. <ul style="list-style-type: none"> <li>a. Off-site Sorting Method 1: Diversion Rate derived from the weight of the individual diverted material type divided by the weight of the commingled waste. Individual diverted material types handled through this sorting method are each counted as an individual diverted material type.</li> <li>b. Off-site Sorting Method 2: Diversion Rate derived from the waste sorting facility average diversion rate, multiplied by the weight of the commingled waste. All diverted materials handled through this sorting method are counted as a single diverted material type.</li> </ul>
On-site Sorting	Material types that have been sorted in segregated containers or project areas for removal as segregated diverted material types. Measured weights only. Approximations of weight or volume based on visual inspection are not acceptable. <ul style="list-style-type: none"> <li>a. On-site Sorting: Diversion Rate derived from the weight of the diverted material type. Material diverted through this sorting method are each counted as an individual diverted material type.</li> </ul>
Recyclable	The ability of a product or material to be recovered at the end of its life cycle and remanufactured into a new product.
Recycle (recycling)	To sort, separate, process, treat or reconstitute solid Waste and other discarded materials for the purpose of redirecting such materials into the manufacture of useful products. Recycling does not include burning, incinerating or thermally destroying Waste.
Return	To give back Reusable items or unused products to vendors.



Reuse	To reuse excess or discarded construction material in some manner on the Project Site.
Salvage	To remove a Waste material from the Project Site for resale or reuse.
Waste	Extra material or material that has reached the end of its useful life in its intended use. Waste includes Salvageable, Returnable, Recyclable and Reusable material.
Waste Management Plan	A Project-related plan for the collection, transportation and disposal of Waste generated at the construction Site. The purpose of the plan is to ultimately reduce the amount of material becoming landfill.
Waste-to-Energy	The conversion of non-Recyclable Waste materials into usable heat, electricity or fuel through a variety of processes, including combustion, gasification, pyrolization, anaerobic digestion and landfill gas recovery.

**1.5 WASTE MANAGEMENT PERFORMANCE REQUIREMENTS:**

- A. The City of New York has established that this Project must generate the least amount of Waste possible and employ processes that ensure the generation of as little Waste as possible due to error, inaccurate planning, breakage, mishandling, contamination, or other factors.
- B. Of the Waste that is generated during demolition, as many of the Waste materials as economically feasible, and as stated here, must be Reused, Salvaged, or Recycled. Waste disposal in landfills must be minimized.

**REFER TO THE ADDENDUM FOR THE APPLICABILITY OF SUB-SECTION 1.5 C**

- C. LEED CERTIFICATION: The City of New York will seek Leadership in Energy and Environmental Design (LEED) certification for this Project as indicated in the Addendum to the General Conditions from the U.S. Green Building Council. The documentation required here will be used for this purpose. LEED awards points for a variety of sustainable design measures on a project, one of which is the Reuse and Recycling of project Waste.
- D. DIVERSION REQUIREMENTS. With the exception of LEED v4 projects with demolition ADC Waste, a minimum of seventy-five percent (75%) of total Project demolition and construction Waste (by weight) must be diverted from landfill through at least four (4) diverted material types. LEED v4 projects with demolition ADC Waste must divert a minimum of fifty percent (50%) of total Project demolition and construction Waste (by weight) from landfill through at least three (3) diverted material types. The following Waste categories are likely candidates to be included in the diversion plan as applicable for this Project:
  - 1. Concrete;
  - 2. Bricks;
  - 3. Concrete masonry units (CMU);
  - 4. Asphalt;
  - 5. Metals (e.g. banding, stud trim, ceiling grid, ductwork, piping, rebar, roofing, other trim, steel, iron, galvanized, stainless steel, aluminum, copper, zinc, brass, bronze);
  - 6. Clean dimensional wood;



7. Carpet and pad;
  8. Drywall;
  9. Ceiling tiles;
  10. Cardboard, paper and packaging; and
  11. Reuse items indicated on the Contract Drawings and/or elsewhere in the Specification.
- E. All fluorescent lamps, High Intensity Discharge lamps and mercury-containing thermostats removed from the Site must be Recycled. Do not use bulb crusher on Site.
- F. Recycling on the job, subject to the Commissioner's approval, is encouraged on the Site itself, such as the crushing and reuse of removed sound concrete and stone. Include these categories in the Waste Management Plan.
- G. Land-clearing debris is not considered construction, demolition or renovation Waste and is not to be included as contribution to Waste diversion.
- H. A minimum of five (5) material types, both structural and nonstructural, are to be identified in the Construction Waste Management Plan for diversion.
- I. For LEED v4 projects, material to be used as ADC does not qualify as material diverted from disposal.

#### **1.6 REFERENCES, RESOURCES:**

- A. DDC encourages its Contractors to seek information from websites and experts in Salvage or Recycling in order to minimize disposal costs. There are numerous opportunities to sell, Salvage, or to donate materials and accrue tax benefits (which would accrue to the Contractor responsible for removal); there are also outlets that will pick up, and in some cases, buy Recyclable materials. Examples of information resources are as follows:
1. A standard Construction and Demolition (C&D) Waste Management Log form is available through DDC's Sustainable Design website:  
<https://www1.nyc.gov/assets/ddc/downloads/Sustainable/forms-local-law-86/waste-tracking-form.pdf>.
  2. Web Resources (information only; no warranty or endorsement is implied):
    - a. [www1.nyc.gov/assets/donate/site/](http://www1.nyc.gov/assets/donate/site/) – Website of donateNYC, a network of nonprofit organizations in New York City that accept and distribute second-hand and surplus goods.
    - b. [www.bignyc.org](http://www.bignyc.org) – Website of Build It Green NYC, a non-profit outlet for Salvaged and surplus building materials.
    - c. [www.usgbc.org](http://www.usgbc.org) – Website of the United States Green Building Council, with a description of the LEED certification process and requirements for C&D Waste Recycling.
    - d. [www.epa.gov/smm/sustainable-management-construction-and-demolition-materials](http://www.epa.gov/smm/sustainable-management-construction-and-demolition-materials) – Website of the U.S. Environmental Protection Agency (EPA) that discusses C&D Waste issues, and links to other resources.
  3. Waste-to-Energy Facilities that need to comply with European Standard (EN) for Waste management and emissions into air, soil, surface water and groundwater:
    - a. [www.ec.europa.eu/environment/waste/framework/index.htm](http://www.ec.europa.eu/environment/waste/framework/index.htm) – European Commission Waste Framework Directive 2008/98/EC.
    - b. <https://eur-lex.europa.eu/homepage.html> - European Commission Waste



Incineration Directive 2000/76/EC.

- c. [www.cen.eu/cen/Products](http://www.cen.eu/cen/Products) – EN Standards 303-1, 303-2, 303-3, 303-4, 303-5, 303-6, 303-7.

## 1.7 SUBMITTALS:

- A. The Contractor must refer to Section 01 33 00 SUBMITTAL PROCEDURES for submittal requirements.
- B. The Contractor must be responsible for the development and implementation of a Waste Management Plan for the Project. The Contractor's subcontractors must assist in the development of that Plan, and collect and deposit their Waste and Recyclable materials in accordance with the approved Plan.
- C. Draft Waste Management Plan: Within fifteen (15) Days after receipt of the Notice to Proceed (NTP), or prior to any Waste removal, whichever occurs sooner, the Contractor must submit to the Commissioner a Draft Waste Management Plan. Include separate sections for C&D Waste. The Plan must demonstrate how the performance goals will be met, and contain the following:
1. List of material types targeted for Reuse, Salvage, or Recycling, and names, addresses, and phone numbers of receiving facilities/companies that will be purchasing or accepting each material. Each material listed is to include estimated amount in tons and percentage of overall construction waste of each of the material streams.
  2. Estimation of the percentage of overall construction waste that will be sent to landfill.
  3. Description of on-Site and/or off-Site sorting methods for all materials to be removed from Site. Off-site sorting methods must be categorized as Off-site Sorting Method 1 or Off-site Sorting Method 2.
  4. If mixed C&D Waste is to be sorted off-Site, provide a letter from the processor stating the average percentage of mixed C&D Waste they Recycle. Waste processor's average percentage of mixed C&D waste must not include Alternative Daily Cover as a recycled material for LEED v4 projects.
  5. Landfill information: Names of landfills where non-Recyclable/reusable/salvageable Waste will be disposed, and list of applicable tipping fees.
  6. Material handling procedures: Specify whether materials must be separated or commingled and describe the planned diversion strategies. Describe expected amount of each material type, where materials must be taken and how the Recycling facility must process the material. Provide a description of the means by which any Recyclable, Salvaged, or Reused materials will be protected from contamination and collected in a manner that will meet the requirements for acceptance by the designated Recycling processors.
  7. Transportation: A description of the means of transportation and destination for Recycled materials.
  8. Meetings: Regular meetings must be held monthly, or as directed by the Commissioner, and the Contractor must provide a description of these meetings to address Waste management.
  9. Sample spreadsheet and description of how the implementation of the Plan will be documented and submitted on a monthly basis.
- D. Final Waste Management Plan: Within fifteen (15) Days of Commissioner's approval of the Draft Waste Management Plan, the Contractor must submit a Final Waste Management Plan.
- E. Progress Reports: The Contractor must submit a monthly Waste Management Progress Report, containing the following information:



1. Project title, name of company completing report, and dates of period covered by the report.
  2. Report on the disposal of all Project Site Waste. A DDC C&D Waste Management Log form is included at the end of this section. For each shipment of material removed from the Site, provide the following:
    - a. Date and ticket number of removal;
    - b. Identity of material hauler;
    - c. Material type;
    - d. Waste sorting method;
    - e. Total quantity of Waste, in tons/cubic yards, by type;
    - f. Quantity of Waste Salvaged, Recycled and/or Reused, by type;
    - g. Total quantity of Waste diverted from landfill (Recycled, Salvaged, Reused) as a percentage of total Waste; and
    - h. Recipient of each material type.
  3. Provide monthly and cumulative Project totals of Waste, quantity diverted, and percentage diverted.
  4. Note that the unit of measurement may be either tons or cubic yards but must be consistent for all shipments and all materials throughout the Project. Reports with inconsistent or mixed units will not be reviewed and will be Returned for re-submission.
  5. Include legible copies of on-Site logs, weight tickets and receipts. Receipts must be from charitable organizations, Recycling and/or disposal site operators who can legally accept the materials for the purpose of reuse, Recycling or disposal. Contractor must save such original documents for the life of the Project plus seven (7) years.
- F. LEED Submittal: For LEED-designated projects, submit final LEED construction Waste report signed by the Contractor, tabulating total Waste material, quantities diverted and means by which it is diverted, and statement that requirements for the credit have been met. Waste report must include:
1. At least four (4) material streams for diverted materials;
  2. Documentation of Recycling rates for commingled facilities; and
  3. For Waste-to-Energy strategy, submit documentation of facility adherence to relevant EN standards, and justification for the strategy.
- G. Refrigerant Recovery: Where refrigerant is recovered, submit statement of refrigerant recovery, which must include:
1. Name, address, qualification data and signature of the refrigerant recovery technician responsible for recovering refrigerant;
  2. Statement that all refrigerant that was present was recovered and that recovery was performed according to EPA regulations; and
  3. Date refrigerant was recovered.





**1.8 QUALITY ASSURANCE:**

- A. The Contractor must designate a Construction Waste Management Representative to ensure compliance with this section. The Representative must be present at the Project Site full-time and for the duration of the Project.
- B. Refrigerant Recovery Technician Qualifications: Certified by EPA-approved certification program.
- C. Regulatory Requirements: Comply with hauling and disposal regulations of authorities having jurisdiction.
- D. Waste Management Plans, documentation, and implementation must be discussed at the following meetings:
  - 1. Pre-demolition kick-off meeting;
  - 2. Pre-construction kick-off meeting;
  - 3. Regular job-site meetings; and
  - 4. Contractor toolbox meetings.
- E. For LEED v4 projects, Waste-to-Energy Facilities: Comply with EN standards for Waste management and emissions into air, soil, surface water, and groundwater.

**PART II – PRODUCTS (Not Used)**

**PART III – EXECUTION**

**3.1 WASTE PLAN IMPLEMENTATION:**

- A. Prior to the demolition and construction start, the Contractor must implement the Waste Management Plan, coordinate the Plan with all affected trades, and designate one individual as the Construction Waste Management Representative. The Representative will be responsible for communicating the progress of the Plan with the Commissioner on a regular basis and for assembling the required LEED documentation.
- B. The Contractor must be responsible for the provision of containers and the removal of all Waste, non-Returned surplus materials and rubbish from the Site in accordance with the approved Waste Management Plan. The Contractor must oversee and document the results of the Plan. Monies received for Salvaged materials must remain with the Contractor, except the monies for those items specifically identified elsewhere in the specifications or indicated on the Contract Drawings as belonging to others.
- C. Responsibilities of subcontractors: Each subcontractor must be responsible for collecting its Waste, non-Returned surplus materials and rubbish, in accordance with the Waste Management Plan.
- D. Distribution: The Contractor must distribute copies of the Waste Management Plan to each subcontractor, Resident Engineer, Construction Manager, and the Commissioner.
- E. Instruction: The Contractor must provide on-Site instruction of proper Waste management procedures to be used by all parties at appropriate stages of the Project.
- F. Procedures: Conduct Waste management operations to ensure minimum interference with Site vegetation, roads, streets, walkways and other adjacent, occupied, and used facilities. The waste management operations include, but are not limited to:
  - 1. Collect commingled Waste and/or separate all Recyclable Waste in accordance with the Plan. Specific areas on the Project Site are to be designated, and appropriate containers and bins clearly marked with acceptable and unacceptable materials.
  - 2. Inspect containers and bins for contamination and remove contaminated materials if found. Comply with requirements in the following General Conditions sections for controlling dust



and dirt, environmental protection, and noise control: Section 01 81 19 - INDOOR AIR QUALITY REQUIREMENTS FOR LEED BUILDINGS, Section 01 81 13.03 - SUSTAINABLE DESIGN REQUIREMENTS FOR LEED v3 BUILDINGS or Section 01 81 13.04 - SUSTAINABLE DESIGN REQUIREMENTS FOR LEED v4 BUILDINGS, Section 01 10 00 – SUMMARY, Section 01 35 26 - SAFETY REQUIREMENTS PROCEDURES, Section 01 50 00 - TEMPORARY FACILITIES, SERVICES AND CONTROLS, and Section 01 73 00 – EXECUTION..

**3.2 ADDITIONAL DEMOLITION AND SALVAGE REQUIREMENTS:**

- A. Demolition and Salvage of additional items indicated in other sections of the Project Specifications require special attention as part of the overall seventy-five percent (75%) Diversion from Landfill. Specific requirements for special attention are designated in other sections of the Project Specifications.

**3.3 DISPOSAL:**

- A. General: Except for items or material to be Salvaged, Recycled, or otherwise Reused, remove Waste material from the Project Site and legally dispose of them in a manner acceptable to authorities having jurisdiction.
  - 1. Except as otherwise specified, do not allow Waste materials that are to be disposed of to accumulate on Site.
  - 2. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.
- B. Burning: Do not burn Waste materials.
- C. Disposal: Transport Waste materials off Project Site and legally dispose of them.

**END OF SECTION 01 74 19**





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**SECTION 01 77 00  
CLOSEOUT PROCEDURES**

**PART I – GENERAL**

**1.1 RELATED DOCUMENTS:**

- A. The following documents apply to all required work for the Project: (1) the Contract Drawings, (2) the Specifications, (3) the General Conditions, (4) the Addendum, and (5) the Contract [City of New York Standard Construction Contract].

**1.2 SUMMARY:**

- A. This section includes administrative and general procedural requirements for Closeout Procedures, including, without limitation, the following:
  - 1. Definitions
  - 2. Substantial Completion
  - 3. Final Acceptance
  - 4. Warranties
  - 5. Final Cleaning
- B. LEED: Refer to the Addendum to identify whether this Project is designed to comply with a Certification Level according to the U.S. Green Building Council's (USGBC) Leadership in Energy & Environmental Design (LEED) Rating System, as specified in Section 01 81 13.03 SUSTAINABLE DESIGN REQUIREMENTS FOR LEED v3 BUILDINGS or Section 01 81 13.04 SUSTAINABLE DESIGN REQUIREMENTS FOR LEED v4 BUILDINGS.
- C. COMMISSIONING: Refer to the Addendum to identify whether this Project will be commissioned by an independent third party under separate contract with the City of New York. Commissioning must be in accordance with ASHRAE and USGBC LEED- NC procedures, as described in Section 01 91 13 GENERAL COMMISSIONING REQUIREMENTS FOR MEP SYSTEMS and Section 01 91 15 GENERAL COMMISSIONING REQUIREMENTS FOR BUILDING ENCLOSURE. The Contractor must cooperate with the Commissioning Agent and provide whatever assistance is required.

**1.3 RELATED SECTIONS:** include without limitation the following:

- A. Section 01 10 00 SUMMARY
- B. Section 01 33 00 SUBMITTAL PROCEDURES
- C. Section 01 74 19 CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL
- D. Section 01 78 39 CONTRACT RECORD DOCUMENTS
- E. Section 01 79 00 DEMONSTRATION AND OWNER'S PRE-ACCEPTANCE ORIENTATION

**1.4 DEFINITIONS:**

- A. Refer to Article 2 of the Contract for definition of terms, words and expressions used in the General Conditions not otherwise defined herein.



<u>Term</u>	<u>Definition</u>
Design Consultant	The entity responsible for providing design services for the Project, including without limitation, preparing the construction documents (drawings and specifications) and providing services in connection with such documents during construction. The entity serving as the Design Consultant may be a corporation, firm, partnership, joint venture, individual or combination thereof. Such entity may be either an employee(s) of the City or an entity engaged by the City to provide such services.

**1.5 SUBSTANTIAL COMPLETION:**

- A. Preliminary Procedures: Before requesting inspection to determine the date of Substantial Completion, the Contractor must complete and supply all items required by the Contract Specifications, General Conditions, Addendum to the General Conditions, change orders or other directives from the Commissioner’s representatives. The required items will include all Contract requirements for Substantial Completion, including, but not limited to, items related to releases, regulatory approvals, warranties and guarantees, record documents, testing, demonstration and orientation, final clean up and repairs, and all specific checklist of items by the Resident Engineer. (See Attachment “A” at the end of this section for sample requirements for Substantial Completion).
- B. The Contractor must prepare and submit a list to the Resident Engineer of incomplete items, the value of incomplete construction, and reasons the Work is not complete.
- C. Inspection: The Contractor must submit to the Resident Engineer a written request for inspection for Substantial Completion. Within ten (10) Days of receipt of the request, the Resident Engineer will either proceed with inspection or notify Contractor of unfulfilled requirements. The Resident Engineer may request the services, as required, of the Design Consultant, client agency representative and/or other entities having involvement with the Work to assist in the inspection of the Work. If the Resident Engineer makes a determination that the Work is Substantially Complete and approves the Final Approved Punch List and the date for Final Acceptance, he/she will so advise the Commissioner and recommend issuance of the Certificate of Substantial Completion. If the Resident Engineer determines that the Work is not substantially complete, he/she will notify the Contractor of those items that must be completed or corrected before the Certificate of Substantial Completion will be issued.
  - 1 Re-inspection: Contractor must request re-inspection when the Work identified in previous inspections as incomplete are completed or corrected.
  - 2 Results of completed inspection will form the basis of the requirements for Final Acceptance.

**1.6 FINAL ACCEPTANCE:**

- A. Preliminary Procedures: Before requesting final inspection for Final Acceptance of the Work, the Contractor must complete the following. (Note that the following are to be completed, submitted as appropriate, and approved by the Commissioner, as applicable, prior to the final inspection and are not to be submitted for approval or otherwise at the final inspection unless specifically indicated). List exceptions in the request.
  - 1. Verify that all required submittals have been provided to the Commissioner including, but not limited to, the following:
    - a. Manufacturer’s cleaning instructions;
    - b. Posted instructions;
    - c. As-built Contract Documents (Drawings, Specifications, and product data) as described in Section 01 78 39 CONTRACT RECORD DOCUMENTS, incorporating any changes required



- by the Commissioner as a result of the review of the submission prior to the pre-final inspection;
- d. Operation and maintenance manuals, including preventive maintenance, special tools, repair requirements, parts list, spare parts list, and operating instructions;
  - e. Completion of required demonstration and orientation, as applicable, of designated personnel in operation and maintenance of systems, sub-systems and equipment;
  - f. Applicable LEED Building submittals as described in Section 01 81 13.03 SUSTAINABLE DESIGN REQUIREMENTS FOR LEED v3 BUILDINGS or Section 01 81 13.04 SUSTAINABLE DESIGN REQUIREMENTS FOR LEED v4 BUILDINGS; and
  - g. Construction progress photographs as described in Section 01 32 33 PHOTOGRAPHIC DOCUMENTATION.
2. Submit a certified copy of the Final Approved Punch List of items to be completed or corrected. The certified copy of the Punch List must state that each item has been completed or otherwise resolved for acceptance, and must be endorsed and dated by the Contractor.
  3. Submit pest-control final inspection report and survey as required in Section 01 50 00 TEMPORARY FACILITIES AND CONTROLS.
  4. Submit record documents and similar final record information.
  5. Deliver tools and similar items.
  6. Complete final clean-up requirements including touch-up painting of marred surfaces.
  7. Submit final meter readings for utilities, as applicable, a measured record of stored fuel, and similar data as of the date when the City took possession of and assumed responsibility for corresponding elements of the Work.
- B. Final Inspection: The Contractor must submit to the Resident Engineer a written request for inspection for Final Acceptance of the Work. Within ten (10) Days of receipt of the request, the Resident Engineer will either proceed with inspection or notify the Contractor of unfulfilled requirements. The Resident Engineer may request the services, as required, of the Design Consultant, client agency representative and/or other entities having involvement with the Work to assist in the inspection of the Work. If the Resident Engineer finds that all items on the Final Approved Punch List are complete and no further Work remains to be done, he/she will so advise the Commissioner and recommend the issuance of the determination of Final Acceptance. If the Resident Engineer determines that the Work is not complete, he/she will notify the Contractor of those items that must be completed or corrected before the determination of Final Acceptance will be issued.
- C. Final Acceptance: The Work will be accepted as final and complete as of the date of the Resident Engineer's inspection if, upon such inspection, the Resident Engineer finds that all items on the Final Approved Punch List are complete and no further Work remains to be done. The Commissioner will then issue a written determination of Final Acceptance.

#### **1.7 WARRANTIES:**

- A. Schedule B of the Addendum lists the items of materials and/or equipment for which manufacturer warranties are required. For each item of material and/or equipment listed in Schedule B, the Contractor must obtain a written warranty from the manufacturer. Such warranty must provide that the material or equipment is free from defects for the period set forth in Schedule B and will be replaced or repaired within such specified period. The Contractor must deliver all required warranties to the Commissioner.
- B. Unless indicated otherwise, warranties are to take effect on the date of Substantial Completion.



- C. Submittal Time: Submit written warranties on request of the Commissioner for designated portions of the Work where commencement of warranties other than date of Substantial Completion is indicated.
- D. Partial Occupancy: Submit properly executed warranties to the Commissioner within fifteen (15) Days of completion of designated portions of the Work that are completed and occupied or used by the City.
- E. Organize the warranty documents into an orderly sequence based on the Project Specification Divisions and Section Numbers.
  - 1. Bind warranties in heavy-duty, 3-ring, vinyl-covered, loose-leaf binders, thickness as necessary to accommodate contents, and sized to receive 8-1/2-by-11-inch paper.
  - 2. Identify each binder on the front and spine with the typed or printed title "WARRANTIES"; name and location of Project; Capitol Budget Project Number (FMS ID); and Contractor's and applicable subcontractor's name and address.
  - 3. Provide heavy paper dividers with plastic-covered tabs for each separate warranty. Mark tab to identify the product or installation.
  - 4. Provide a typed description of each product or installation being warranted, including the name of the product, and the name, address, and telephone number of the installer.
- F. When warranted materials and/or equipment require operation and maintenance manuals, provide additional copies of each required warranty in each required manual. Refer to Section 01 78 39 CONTRACT RECORD DOCUMENTS, for requirements of operation and maintenance manuals.

## **PART II – PRODUCTS**

### **2.1 MATERIALS:**

- A. Cleaning Agents: Use cleaning materials and agents recommended by manufacturer or fabricator of the surface to be cleaned. Do not use cleaning agents that are potentially hazardous to health or property or that might damage finished surfaces.

## **PART III – EXECUTION**

### **3.1 FINAL CLEANING:**

- A. General: Provide final cleaning. Conduct cleaning and waste-removal operations to comply with local laws and ordinances and federal and local environmental and antipollution regulations.
- B. Cleaning: Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit to condition expected in an average commercial building cleaning and maintenance program. Comply with manufacturer's written instructions.
  - 1. Complete the following cleaning operations, as applicable, before requesting inspection for Final Acceptance of the Work for the entire Project or for a portion of the Project:
    - a. Clean Project Site, yard, and grounds in areas disturbed by construction activities, including landscape development areas, of rubbish, waste material, litter, and other foreign substances.
    - b. Sweep paved areas broom clean. Remove petrochemical spills, stains, and other foreign deposits.
    - c. Rake grounds that are neither planted nor paved to a smooth, even-textured surface.
    - d. Remove tools, construction equipment, machinery, and surplus material from Project Site.
    - e. Remove snow and ice to provide safe access to building.





- f. Clean exposed exterior and interior hard-surfaced finishes to a dirt-free condition, free of stains, films, and similar foreign substances. Avoid disturbing natural weathering of exterior surfaces. Restore reflective surfaces to their original condition.
  - g. Remove debris and surface dust from limited access spaces, including roofs, plenums, shafts, trenches, equipment vaults, manholes, attics, and similar spaces.
  - h. Sweep concrete floors broom clean in unoccupied spaces.
  - i. Vacuum carpet and similar soft surfaces, removing debris and excess nap; shampoo if visible soil or stains remain.
  - j. Clean transparent materials, including mirrors and glass in doors and windows. Remove glazing compounds and other noticeable, vision-obscuring materials. Replace chipped or broken glass and other damaged transparent materials. Polish mirrors and glass, taking care not to scratch surfaces.
  - k. Remove labels that are not permanent.
  - l. Touch up and otherwise repair and restore marred, exposed finishes and surfaces. Replace finishes and surfaces that cannot be satisfactorily repaired or restored or that already show evidence of repair or restoration.
    - 1) Do not paint over "UL" and similar labels, including mechanical and electrical nameplates.
  - m. Wipe surfaces of mechanical and electrical equipment and similar equipment. Remove excess lubrication, paint and mortar droppings, and other foreign substances.
  - n. Replace parts subject to unusual operating conditions.
  - o. Clean plumbing fixtures to a sanitary condition, free of stains, including stains resulting from water exposure.
  - p. Replace disposable air filters and clean permanent air filters. Clean exposed surfaces of diffusers, registers, and grills.
  - q. Clean ducts, blowers, and coils if units were operated without filters during construction.
  - r. Clean light fixtures, lamps, globes, and reflectors to function with full efficiency. Replace burned-out bulbs, and those noticeably dimmed by hours of use, and defective and noisy starters in fluorescent and mercury vapor fixtures to comply with requirements for new fixtures.
  - s. Leave Project clean and ready for occupancy.
  - t. Construction Waste Disposal: Comply with waste disposal requirements in Section 01 74 19 CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL.
- C. Pest Control: Engage an experienced, licensed exterminator to make a final inspection and rid Project of rodents, insects, and other pests, as required in Section 01 50 00 TEMPORARY FACILITIES, SERVICES AND CONTROLS. Prepare and submit a pest control report to the Commissioner.
- D. Comply with all applicable safety standards for cleaning. Do not burn waste materials. Do not bury debris or excess materials on City's property. Do not discharge volatile, harmful, or dangerous materials into drainage systems. Remove waste materials from Project Site and dispose of lawfully.

**END OF SECTION 01 77 00**



**SECTION 01 77 00**

**ATTACHMENT 'A'**

**The following list is a general sample of Substantial Completion requirements, including, but not limited to:**

1. Prepare and submit a list to the Resident Engineer of incomplete items, the value of incomplete construction, and reasons the Work is not complete.
2. Obtain and submit any necessary releases enabling the City unrestricted use of the Project and access to services and utilities.
3. Regulatory Approvals: Submit all required documentation from applicable governing authorities, including, but not limited to, the New York City Department of Buildings (DOB); Department of Transportation (DOT); Department of Environmental Protection (DEP); Fire Department (FDNY); etc. Documentation includes, but is not limited to, the following:
  - a. Building permits, applications and sign-offs;
  - b. Permits and sign-off for construction fences; sidewalk bridges; scaffolds, cranes and derricks; utilities; etc.;
  - c. Certificates of inspections and sign-offs;
  - d. Required certificates and use permits; and
  - e. Certificate of Occupancy (C.O.), Temporary Certificate of Occupancy (T.C.O.) or Letter of Completion as applicable.
4. Submit specific warranties required by the Specifications, final certifications, and similar documents.
5. Prepare and submit Contract Documents as described in Section 01 78 39, CONTRACT RECORD DOCUMENTS, including but not limited to:
  - a. Approved documentation from governing authorities;
  - b. As-built record drawings and Specifications; product data; operation and maintenance manuals;
  - c. Final Completion construction photographs;
  - d. Damage or settlement surveys;
  - e. Final property surveys; and
  - f. Similar final record information.
  - g. The Resident Engineer will review the submission and provide appropriate comments. If comments are significant, the initial submission will be returned to the Contractor for correction and re-submission incorporating the comments prior to the Final Inspection.
6. Record Waste Management Progress Report: Submit Construction & Demolition (C&D) Waste Management logs, with legible copies of weight tickets and receipts required in accordance with Section 01 74 19 CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL.
7. If applicable submit LEED letter template in accordance with the requirements of Section 01 81 13.03 SUSTAINABLE DESIGN REQUIREMENTS FOR LEED v3 BUILDINGS or Section 01 81 13.04 SUSTAINABLE DESIGN REQUIREMENTS FOR LEED v4 BUILDINGS.



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8. Schedule applicable demonstration and orientation required in other sections of the Project Specifications and as described in Section 01 79 00 DEMONSTRATION AND OWNER'S PRE-ACCEPTANCE ORIENTATION.
9. Deliver tools and similar items to location designated by Resident Engineer. Label with manufacturer's name and model number where applicable.
10. Make final changeover of permanent locks and deliver keys to the Resident Engineer. Advise Commissioner of changeover in security provisions.
11. Complete startup testing of systems as applicable.
12. Submit approved test/adjust/balance records.
13. Terminate and remove temporary facilities from Project Site, along with mockups, construction tools, and similar elements as directed by the Resident Engineer.
14. If applicable, complete Commissioning requirements as defined in Section 01 91 13 GENERAL COMMISSIONING REQUIREMENTS FOR MEP SYSTEMS and/ or Section 01 91 15 BUILDING ENCLOSURE COMMISSIONING REQUIREMENTS.
15. Complete final cleaning requirements, including touchup painting.
16. Touch up and otherwise repair and restore marred exposed finishes to eliminate visual defects.



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**SECTION 01 78 39  
CONTRACT RECORD DOCUMENTS**

**PART I – GENERAL**

**1.1 RELATED DOCUMENTS:**

- A. The following documents apply to all required work for the Project: (1) the Contract Drawings, (2) the Specifications, (3) the General Conditions, (4) the Addendum, and (5) the Contract [City of New York Standard Construction Contract].

**1.2 SUMMARY:**

- A. This section includes administrative and general procedural requirements for Contract Record Documents, including:
1. Contract Record Drawings
  2. Record Specifications, Addenda and Change Orders
  3. Record Product Data
  4. Record Sample Submittal
  5. Construction Record Photographs
  6. Operating and Maintenance Manuals
  7. Final Site Survey
  8. Demonstration and Orientation DVD
  9. Guarantees and Warranties
  10. Waste Disposal Documentation
  11. LEED Materials and Matrix
  12. Miscellaneous Record Submittals
- B. The Department of Design and Construction (DDC), at the start of construction (kick-off meeting), will furnish to the Contractor, at no cost, a complete set of Contract Record Drawings (PDF set) pertaining to the Work to be performed under the Contract. It is the responsibility of the Contractor to modify the Contract Drawings to indicate all changes and corrections, if any, occurring in the Work as actually installed. The Contractor is required to furnish all other drawings, if necessary, such as Addenda Drawings and Supplementary Drawings as may be necessary to indicate all Work in detail as actually completed. All professional seals must be blocked out. Title box complete with Project title and Design Consultants' names will remain.
- C. Maintenance of Documents and Samples: The Contractor must maintain, during the progress of the Work, an accurate record of the Work as actually installed, on Contract Record Drawings (PDF set). Store Contract Record Documents and samples in the field office apart from the Contract Documents used for construction. Do not use Contract Record Documents for construction purposes. Maintain Contract Record Documents in good order and in a clean, dry, legible condition. Make documents and samples available at all times for the Resident Engineer's inspections.
1. The Contractor's attention is particularly directed to the necessity of keeping accurate records of all subsurface and concealed Work, so that the Contract Record Drawings contain this information in exact detail and location. Contract Record Drawings must also show all connections, valves, gates, switches, cut-outs and similar operating equipment.



2. For projects designated to achieve a Leadership in Energy and Environmental Design (LEED) rating, the Contractor will receive a copy of the Project’s LEED scorecard for the purpose of monitoring compliance with the target objectives and to facilitate coordination with the LEED Consultant. The Contractor will receive periodic updates of this scorecard and is required to submit the final version of the Scorecard at Substantial Completion with other Project Record Documents.

**1.3 RELATED SECTIONS: include without limitation the following:**

- |    |                  |                                     |
|----|------------------|-------------------------------------|
| A. | Section 01 10 00 | SUMMARY                             |
| B. | Section 01 32 00 | CONSTRUCTION PROGRESS DOCUMENTATION |
| C. | Section 01 32 33 | PHOTOGRAPHIC DOCUMENTATION          |
| D. | Section 01 33 00 | SUBMITTAL PROCEDURES                |
| E. | Section 01 77 00 | PROJECT CLOSEOUT PROCEDURES         |

**1.4 DEFINITIONS:**

- A. Refer to Article 2 of the Contract for definition of terms, words and expressions used in the General Conditions not otherwise defined herein.

<u>Term</u>	<u>Definition</u>
Commissioning Authority / Commissioning Agent (CxA)	The entity responsible for providing commissioning services for the Project. The entity serving as the CxA may be either an employee(s) of the City or an entity engaged by the City to provide such services.
Design Consultant	The entity responsible for providing design services for the Project, including without limitation, preparing the construction documents (drawings and specifications) and providing services in connection with such documents during construction. The entity serving as the Design Consultant may be a corporation, firm, partnership, joint venture, individual or combination thereof. Such entity may be either an employee(s) of the City or an entity engaged by the City to provide such services.
LEED Consultant	The entity responsible for providing LEED sustainability services for the Project. The entity serving as the LEED Consultant may be either an employee(s) of the City or an entity engaged by the City to provide such services.

**1.5 SUBMITTALS:**

- A. As-Built Contract Record Drawings: The Contractor must comply with the following:
  1. Progress Submission: As directed by the Resident Engineer, submit progress as-built Contract Record Drawings at the fifty percent (50%) construction completion stage.
  2. Final Submission: Before Substantial Completion payment, the Contractor must furnish to the Commissioner one (1) complete set of marked-up as-built Contract Record Drawings, in PDF indicating all of the Work and locations as actually installed.
  3. As-built Contract Record Drawings must be of the same size as that of the Contract Drawings, with a one (1) inch margin on three (3) sides and a two (2) inch margin on the left side for binding.
  4. Each as-built Contract Record Drawing must bear the legend "AS-BUILT CONTRACT RECORD DRAWING" in heavy block lettering, one half (1/2) inch high, and contain the following data:



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AS-BUILT CONTRACT RECORD DRAWING

Contractor's Name \_\_\_\_\_  
 Contractor's Address \_\_\_\_\_  
 Subcontractor's Name (where applicable) \_\_\_\_\_  
 Subcontractor's Address \_\_\_\_\_  
 Made by: \_\_\_\_\_ Date \_\_\_\_\_  
 Checked by: \_\_\_\_\_ Date \_\_\_\_\_

Commissioner's Representatives  
 (Resident Engineer) DDC  
 (Plumbing Inspector) DDC  
 (Heating & Ventilating Inspector) DDC  
 (Electrical Inspector) DDC

5. Contract Record Drawing Title Sheet: The Contractor must prepare a title sheet, the same size as the Contract Record Drawings, which must contain the following:
  - a. Heading:
    - The City of New York
    - Department of Design and Construction
    - Division of Public Buildings
  - b. Capital Budget Project Number (FMS ID)
  - c. Name and Location of Project
  - d. Contractor's Name and Address
  - e. Subcontractor's Name and Address (where applicable)
  - f. Record of changes (a caption description of work affected, and the date and number of change order or other authorization)
  - g. List of Record Drawings
- B. Record Specifications, Addenda and Change Order: Submit to the Commissioner two (2) copies each of marked-up Record Specifications, Addenda and change orders.
- C. Record Product Data: Submit to the Commissioner two (2) sets of Record Product Data.
- D. Record Construction Photographs: Submit to the Commissioner final as-built construction photographs and digital files of the completed Work as described in Section 01 32 33 PHOTOGRAPHIC DOCUMENTATION.
- E. Operating and Maintenance Manuals:
  1. Submit three (3) copies each of preliminary manuals to the Resident Engineer for review and approval. The Contractor must make such corrections, changes and/or additions to the manual until deemed satisfactory by the Resident Engineer. Deliver three (3) copies of the final approved manuals to the Resident Engineer for distribution.
  2. Commissioning: Comply with the requirements of Section 01 91 13 GENERAL COMMISSIONING REQUIREMENTS FOR MEP SYSTEMS and 01 91 15 GENERAL COMMISSIONING REQUIREMENTS FOR BUILDING ENCLOSURE, as well as the requirements set forth in sections of the Project Specifications, for projects designated for commissioning. Submit four (4) copies each of data designated to be included in the commissioning operation and maintenance manual to the Resident Engineer. The Resident Engineer will forward such data to the Commissioning Authority/Agent (CxA) for review and comment. The Contractor must make such corrections, changes and/or additions to the data until deemed satisfactory and deliver four (4) copies of the final data to the Resident Engineer for use by the CxA to prepare the commissioning operation and maintenance manual.



- a. Non-Commissioning Data: All remaining data not designated for commissioning and required as part of maintenance and operation manual must be prepared and assembled in accordance with the requirements of this section for operating and maintenance manuals.
- F. Final Site Survey: Submit Final Site survey as described in Section 01 73 00, EXECUTION, in quantities requested by the Commissioner, signed and sealed by a Land Surveyor licensed in the State of New York.
- G. Guarantees and Warranties.
- H. Waste Disposal Documents and Miscellaneous Record Documents.

## **PART II – PRODUCTS**

### **2.1 CONTRACT RECORD DRAWINGS:**

- A. Record Prints: The Contractor must maintain one (1) set of blue- or black-line white prints as applicable of the Contract Record Drawings and Shop Drawings. If applicable, the Contract Record Drawings and Shop Drawings must incorporate the arrangement of the Work based on the accepted master coordination drawing(s) as described in Section 01 33 00, SUBMITTAL PROCEDURES.
  - 1. Preparation: The Contractor must mark record drawings to show the actual installation where installation varies from that shown originally. Require individual or entity who obtained record data, whether individual or entity is installer, subcontractor, or similar entity, to prepare the marked-up Record Prints.
    - a. Give particular attention to information on concealed elements that would be difficult to identify or measure and record later.
    - b. Accurately record information in an understandable drawing technique.
    - c. Record data as soon as possible after obtaining it. Record and check the markup before enclosing concealed installations.
  - 2. Change Orders: All changes from Contract Drawings must be distinctly encircled and identified by change order number correlating to changes listed on the "Title Sheet." The Contractor must show within the encircled areas the work as actually installed.
- B. Content: Types of items requiring marking include, but are not limited to, the following:
  - 1. Dimensional changes to Contract Record Drawings;
  - 2. Revisions to details shown on Contract Record Drawings;
  - 3. Depths of foundations below first floor;
  - 4. Locations and depths of underground utilities;
  - 5. Revisions to routing of piping and conduits;
  - 6. Revisions to electrical circuitry;
  - 7. Actual equipment locations;
  - 8. Duct size and routing;
  - 9. Locations of concealed internal utilities;
  - 10. Changes made by change order;
  - 11. Changes made following Commissioner's written orders;
  - 12. Details not on the original Contract Drawings;
  - 13. Field records for variable and concealed conditions; and
  - 14. Record information on the Work that is shown only schematically.
- C. Progress Record Prints: As directed by the Resident Engineer, at fifty percent (50%) construction completion, review marked-up Record Prints with the Resident Engineer and the Design Consultant. When directed by the Resident Engineer, transfer progress mark-ups to a PDF set and submit to the Resident Engineer.





- D. Final Contract Record Prints: Immediately before final inspection for the Certificate of Substantial Completion, review marked-up record prints with the Resident Engineer and the Design Consultant. When authorized, complete mark-up of a full set of corrected PDF prints of the Contract Drawings.
1. Incorporate changes and additional information previously marked on Record Prints. Erase, redraw, and add details and notations where applicable.
  2. Refer instances of uncertainty to Resident Engineer for resolution.
  3. Submit the as-built Contract Record Drawings and Shop Drawings for use as record prints as described in Sub-Section 1.5.

## **2.2 RECORD SPECIFICATIONS, ADDENDA AND CHANGE ORDERS:**

- A. Preparation: Mark Specifications to indicate the actual product installation where installation varies from that indicated in Specifications, Addenda, and Contract modifications.
1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
  2. Mark copy with the proprietary name and model number of products, materials, and equipment furnished, including substitutions and product options selected.
  3. Record the name of manufacturer, supplier, installer, and other information necessary to provide a record of selections made.
  4. For each principal product, indicate whether record product data has been submitted in operation and maintenance manuals instead of submitted as record product data.
  5. Note related change orders and Contract Record Drawings where applicable.
  6. Upon completion of mark-up, submit two (2) complete copies of the marked-up record Specifications to the Commissioner.

## **2.3 RECORD PRODUCT DATA:**

- A. Preparation: Mark product data to indicate the actual product installation where installation varies substantially from that indicated in product data submittal.
1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
  2. Include significant changes in the product delivered to Project Site and changes in manufacturer's written instructions for installation.
  3. If possible, a change order proposal should include resubmitting updated product data. This eliminates the need to mark up the previous submittal.
  4. Note related change orders and Contract Record Drawings where applicable.
  5. Upon completion of mark-up, submit to the Commissioner two (2) sets of the marked-up record product data.
  6. Where record product data is required as part of maintenance manuals, submit marked-up product data as an insert in the manual instead of submittal as record product data.

## **2.4 RECORD SAMPLE SUBMITTAL:**

- A. Prior to the date of Substantial Completion, the Contractor must meet with the Resident Engineer at the Site to determine which of the samples maintained during the construction period must be transmitted to the Commissioner for record purposes.



- B. Comply with the Resident Engineer's instructions for packaging, identification marking, and delivery to DDC. Dispose of other samples as specified for disposal of surplus and waste material.

**2.5 CONSTRUCTION RECORD PHOTOGRAPHS:**

- A. The Contractor must submit the final completion construction photographs, in compliance with Section 01 32 33 PHOTOGRAPHIC DOCUMENTATION.

**2.6 OPERATING AND MAINTENANCE MANUALS:**

- A. The Contractor must provide preliminary and final versions of operating and maintenance manuals required for those systems, equipment, and materials listed in other Sections of the Project Specifications.
- B. Format: Prepare and assemble operation and maintenance manuals in heavy-duty, 3-ring, hardback loose leaf binders in the form of an instructional manual. All binders for each discipline must be the same color. When multiple binders are used, correlate data into related consistent groupings. Binder front must contain permanently attached labels displaying the following:
  - 1. Heading:  
The City of New York  
Department of Design and Construction  
Division of Public Buildings
  - 2. Capital Budget Project Number (FMS ID)
  - 3. Name and Location of Project
  - 4. Contractor's Name and Address
  - 5. Subcontractor's Name and Address (where applicable)
  - 6. Dates of the Work covered by the contents of the Project Manual.
  - 7. Binder spine must display Project Number (FMS ID) and date of completion.
- C. Organization: Include a section in the directory for each of the following:
  - 1. List of documents
  - 2. List of systems
  - 3. List of equipment
  - 4. Table of contents
- D. Each manual must contain the following materials, in the order listed:
  - 1. Title page
  - 2. Table of contents
  - 3. Manual contents
- E. Arrange contents alphabetically by system, subsystem, and equipment. Cross-reference Specification Section numbers. Provide tabbed flyleaf for each separate product, equipment and/or system/subsystem with typed description of product and major component parts of equipment.
- F. Safety warnings or cautions must be visibly highlighted within each maintenance procedure. Use of such highlights must be limited to only critical items and must not be used in an excessive manner which would reduce their effectiveness.
- G. For each product or system, list names, addresses and telephone numbers of subcontractors and suppliers, including local source of supplies and replacement parts. Vendors and supplier listings are to include names, addresses and telephone numbers, including nearest field service telephone numbers.
- H. Where contents of the manual include any manufacturer's catalog pages, clearly indicate the precise items and options included in the installation and delete all manufacturers' data regarding products not included in the installation.



- I. All material within manuals must be new. Copies used for prior submittals or used in construction must not be used.
- J. Submit preliminary and final manual editions to the Commissioner according to the approved progress schedule.
- K. Manuals must present all technical material to the greatest extent possible, with respect to text, tabular matter and illustrations. Illustrations must preferably consist of line drawings. All applicable drawings must be included. If available, color photograph prints may be included.
- L. Preliminary manual editions must be as technically complete as the final manual edition. All illustrations must be in final forms.
- M. Final manual editions must be technically accurate and complete and must represent all “as-built” systems, pieces of equipment, or materials, which have been accepted by the Commissioner. All illustrations, text and tabular material must be in final form. All shop drawings must be included as specified in individual Specification Sections.
- N. Building products, applied materials, and finishes: Include product data, with catalog number, size, composition, and color texture designations. Where applicable, provide information for re-ordering custom manufactured products.
- O. Instructions for care and maintenance: Include manufacturers’ recommendations for cleaning agents and methods, and recommended schedule for cleaning and maintenance.
- P. Moisture protection and weather exposed products: Include product data listing applicable reference standards, chemical compositions, and details of installation. Provide recommendations for inspections, maintenance, and repair.
- Q. Additional requirements: Specified in individual Specification Sections.

## **2.7 FINAL SITE SURVEY**

- A. The Contractor must submit the final certification and final survey in compliance with Section 01 73 00 EXECUTION.

## **2.8 DEMONSTRATION AND ORIENTATION DVD:**

- A. The Contractor must submit a final version of applicable demonstration and training electronic recordings in compliance with Section 01 79 00 DEMONSTRATION AND OWNER’S PRE-ACCEPTANCE ORIENTATION.

## **2.9 GUARANTEES AND WARRANTIES:**

- B. SCHEDULE B: Requirements for guarantees and warranties for the Project are set forth in Schedule B, which is included as part of the Addendum.
- C. FORM: For all guaranty requirements set forth in Schedule B, the Contractor must provide a written guaranty, in the form set forth herein.
- D. Submit fully executed and signed manufacturers’ warranties as listed in the Project Specifications and outlined in Schedule B of the Addendum. Refer to Section 01 77 00, CLOSEOUT PROCEDURES for submittal requirements.



**GUARANTY**

DDC PROJECT # \_\_\_\_\_

PROJECT DESCRIPTION \_\_\_\_\_

CONTRACT # \_\_\_\_\_

SPECIFICATION SECTION # AND TITLE \_\_\_\_\_

GUARANTY TO BE IN EFFECT FROM \_\_\_\_\_

TO \_\_\_\_\_

The Contractor hereby guarantees that the Work specified under the above section of the aforesaid Contract will be free from defects of material and/or workmanship, for the period indicated above.

The Contractor also guarantees that it will promptly repair, restore, rebuild or replace whichever may be deemed necessary by the City, any or all defective material or workmanship of the aforementioned section, that may appear within the guaranty period and any finished Work to which damage may occur because of such defects, to the satisfaction of the City and without any cost or expense to the City.

The Contractor hereby agrees to pay to the City the cost of the repairs or replacements should the City make the same because of the failure of the Contractor to do so.

Contractor: \_\_\_\_\_

By: \_\_\_\_\_  
Signature of Partner or Corporate Officer

Print Name: \_\_\_\_\_

Subscribed and sworn to before me this  
day of \_\_\_\_\_, year \_\_\_\_\_

\_\_\_\_\_  
Notary Public



**2.10 WASTE DISPOSAL DOCUMENTATION:**

- A. Certify and deliver to the Commissioner all documentation including reports, receipts, certificates, records etc. for the collection, handling, storage, classification, testing, transportation, recycling and/or disposal of all Non-Hazardous Construction Waste as required by Section 01 74 19, CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL, and Hazardous Waste as required by other Project Specification Sections. Certify compliance with all applicable governing laws, codes, rules and regulations.

**2.11 MISCELLANEOUS RECORD DOCUMENTS:**

- A. Refer to other Project Specification Sections for miscellaneous record-keeping requirements and submittals in connection with various construction activities. Prior to Final Acceptance, complete miscellaneous records and place in good order, properly identified and bound or otherwise organized to allow for use and reference.
- B. Submit three (3) copies of each document to the Commissioner or as otherwise directed by the Commissioner.

**PART III – EXECUTION**

**3.1 RECORDING AND MAINTENANCE:**

- A. Recording: Maintain one (1) copy of each submittal during the construction period for Contract Record Document purposes. Post changes and modifications to Project Record Documents as they occur; do not wait until the end of the Project.
- B. Maintenance of Record Documents and Samples: Store Contract Record Documents and samples in the field office apart from the Contract Documents used for construction. Do not use Contract Record Documents for construction purposes. Maintain Contract Record Documents in good order and in a clean, dry, legible condition, protected from deterioration and loss. Provide access to the Contract Record Documents for the Resident Engineer's reference during normal working hours.

**END OF SECTION 01 78 39**



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**SECTION 01 79 00  
DEMONSTRATION AND OWNER'S PRE-ACCEPTANCE ORIENTATION**

**REFER TO THE ADDENDUM FOR APPLICABILITY OF THIS SECTION 01 79 00**

**PART I – GENERAL**

**1.1 RELATED DOCUMENTS:**

- A. The following documents apply to all required work for the Project: (1) the Contract Drawings, (2) the Specifications, (3) the General Conditions, (4) the Addendum, and (5) the Contract [City of New York Standard Construction Contract].

**1.2 SUMMARY:**

- A. This section includes administrative and procedural requirements, when set forth in sections of the Project Specifications, for instructing the facility's personnel, including the following:
  - 1. Demonstration of operation of systems, subsystems, and equipment.
  - 2. Owner's pre-acceptance orientation in operation and maintenance of systems, subsystems, and equipment.
  - 3. Demonstration and orientation video recordings.
- B. The Contractor must provide the services of orientation specialists from the Contractor's equipment manufacturers. The specialists must be experienced in the type of equipment to be demonstrated.
- C. Separate orientation sessions must be conducted for mechanical operations and maintenance personnel and for electronic and electrical maintenance personnel.
- D. Commissioning: Refer to the Addendum to identify whether this project is to be commissioned. For commissioned projects, the Contractor must provide demonstration and orientation as described in this section and cooperate with the Commissioning Authority/Agent (CxA) to implement commissioning requirements as described in Section 01 91 13, GENERAL COMMISSIONING REQUIREMENTS FOR MEP SYSTEMS, and/ or Section 01 91 15 BUILDING ENCLOSURE COMMISSIONING REQUIREMENTS.

**1.3 RELATED SECTIONS:** include without limitation the following:

- A. Section 01 10 00 SUMMARY
- B. Section 01 33 00 SUBMITTAL PROCEDURES
- C. Section 01 77 00 CLOSEOUT PROCEDURES
- D. Section 01 78 39 CONTRACT RECORD DOCUMENTS
- E. Section 01 91 13 GENERAL COMMISSIONING REQUIREMENTS FOR MEP SYSTEMS
- F. Section 01 91 15 BUILDING ENCLOSURE COMMISSIONING REQUIREMENTS
- G. Specific requirements for demonstration and orientation indicated in other sections of the Project Specifications.



**1.4 DEFINITIONS:**

- A. Refer to Article 2 of the Contract for definition of terms, words and expressions used in the General Conditions not otherwise defined herein.

<u>Term</u>	<u>Definition</u>
Commissioning Authority / Commissioning Agent (CxA)	The entity responsible for providing commissioning services for the Project. The entity serving as the CxA may be either an employee(s) of the City or an entity engaged by the City to provide such services.
Design Consultant	The entity responsible for providing design services for the Project, including without limitation, preparing the construction documents (drawings and specifications) and providing services in connection with such documents during construction. The entity serving as the Design Consultant may be a corporation, firm, partnership, joint venture, individual or combination thereof. Such entity may be either an employee(s) of the City or an entity engaged by the City to provide such services.

**1.5 SUBMITTALS:**

- A. Instruction Program: Submit three (3) copies of an outline of the instructional program for demonstration and orientation, including a schedule of proposed dates, times, length of instruction time, and instructors' names for each orientation module to the Commissioner for approval no less than thirty (30) Days prior to the date the proposed orientation is to take place. Include learning objectives and outline for each orientation module.
  - 1. At completion of orientation, submit three (3) complete training manual(s) and three (3) applicable video recording(s) to the Commissioner for the facility's and City's use.
- B. Qualification Data: For facilitator, instructor and videographer.
- C. Attendance Record: For each orientation module, submit a list of participants and length of instruction time.
- D. Evaluations: For each participant and for each orientation module, submit results and documentation of performance-based test.
- E. Submit all final orientation materials to the Resident Engineer a minimum of fourteen (14) Days prior to the scheduled orientation.
- F. Demonstration and Orientation Recordings:
  - 1. All Projects:
    - a. The Contractor must submit to the Commissioner three (3) copies of demonstration and orientation video recordings within seven (7) Days of end of each orientation module.
    - b. Identification: On each copy, provide an applied label with the following information:
      - 1) Project Contract I.D. Number
      - 2) Project Contract Name
      - 3) Name of Contractor
      - 4) Name of Subcontractor as applicable
      - 5) Name of Design Consultant
      - 6) Name of Construction Manager as applicable
      - 7) Date recorded





- 8) Description of vantage point, indicating location, direction (by compass point), and elevation or story of construction.
  - 9) Table of Contents including list of systems covered.
- c. Transcript: Prepared on 8-1/2-by-11-inch paper, punched and bound in heavy-duty, 3-ring, vinyl-covered binders. Mark appropriate identification on front and spine of each binder. Include a cover sheet with same label information as the corresponding DVD recording. Include name of Project and date of recording on each page.
  - d. Commissioned Projects: The Contractor must submit one (1) additional copy of the demonstration and orientation video recording to the CxA through the Resident Engineer who will include the approved recording in the commissioning report.

#### **1.6 QUALITY ASSURANCE:**

- A. Facilitator Qualifications: A firm or individual experienced in orientation or educating maintenance personnel in an orientation program similar in content and extent to that indicated for this Project.
- B. Instructor Qualifications: A factory-authorized service representative, complying with requirements in Section 01 40 00 QUALITY REQUIREMENTS, experienced in operation and maintenance procedures and orientation.
- C. Videographer Qualifications: A professional videographer who has experience with orientation and construction projects.
- D. Pre-Instruction Conference: Schedule with the Resident Engineer a conference at Project Site in accordance with Section 01 31 00 PROJECT MANAGEMENT AND COORDINATION. Review methods and procedures related to demonstration and orientation including, but not limited to, the following:
  1. Inspect and discuss locations and other facilities required for instruction.
  2. Review and finalize instruction schedule and verify availability of educational materials, instructors' personnel, audiovisual equipment, and facilities needed to avoid delays.
  3. Review required content of instruction.
  4. For instruction that must occur outside, review weather and forecasted weather conditions and procedures to follow if conditions are unfavorable.

#### **1.7 COORDINATION:**

- A. Coordinate instruction schedule with the Resident Engineer and facility's operations. Adjust schedule as required to minimize disrupting facility's operations.
- B. Coordinate instructors, including providing notification of dates, times, length of instruction time, and course content.
- C. Coordinate content of orientation modules with content of approved emergency, operation, and maintenance manuals. Do not submit instruction program until operation and maintenance data has been reviewed and approved by the Commissioner.

### **PART II – PRODUCTS**

#### **2.1 INSTRUCTION PROGRAM:**

- A. Program Structure: Develop an instruction program that includes individual orientation modules for each system and equipment not part of a system, as specified and required by individual Specification Sections.



- B. Orientation Modules: Develop a learning objective and teaching outline for each module. Include a description of specific skills and knowledge that participant is expected to master. For each module, include instruction for the following:
1. For basis of system design, operational requirements, and criteria, include the following:
    - a. System, subsystem, and equipment descriptions;
    - b. Performance and design criteria if Contractor is delegated design responsibility;
    - c. Operating standards;
    - d. Regulatory requirements;
    - e. Equipment function including auxiliary equipment and systems;
    - f. Operating characteristics;
    - g. Limiting conditions; and
    - h. Performance curves.
  2. For documentation, review the following items in detail:
    - a. Emergency manuals;
    - b. Operations manuals;
    - c. Maintenance manuals;
    - d. Project Record Documents;
    - e. Identification systems; and
    - f. Warranties.
  3. For emergencies, include the following, as applicable:
    - a. Instructions on meaning of warnings, trouble indications, and error messages;
    - b. Instructions on stopping;
    - c. Shutdown instructions for each type of emergency;
    - d. Operating instructions for conditions outside of normal operating limits;
    - e. Sequences for electric or electronic systems; and
    - f. Special operating instructions and procedures.
  4. For operations, include the following, as applicable:
    - a. Startup procedures;
    - b. Equipment or system break-in procedures;
    - c. Routine and normal operating instructions;
    - d. Regulation and control procedures;
    - e. Control sequences;
    - f. Safety procedures;
    - g. Instructions on stopping;
    - h. Normal shutdown instructions;
    - i. Operating procedures for emergencies;
    - j. Operating procedures for system, subsystem, or equipment failure;
    - k. Seasonal and weekend operating instructions;
    - l. Required sequences for electric or electronic systems; and
    - m. Special operating instructions and procedures.
  5. For adjustments, include the following:
    - a. Alignments;
    - b. Checking adjustments;
    - c. Noise and vibration adjustments; and
    - d. Economy and efficiency adjustments.
  6. For troubleshooting, include the following:



- a. Diagnostic instructions; and
  - b. Test and inspection procedures.
7. For maintenance, include the following:
- a. Inspection procedures;
  - b. Types of cleaning agents to be used and methods of cleaning;
  - c. List of cleaning agents and methods of cleaning detrimental to product;
  - d. Procedures for routine cleaning;
  - e. Procedures for preventive maintenance;
  - f. Procedures for routine maintenance;
  - g. Instruction on use of special tools; and
  - h. Housekeeping practices.
8. For repairs, include the following:
- a. Diagnosis instructions;
  - b. Repair instructions;
  - c. Disassembly, component removal, repair, and replacement; and reassembly instructions;
  - d. Instructions for identifying parts and components; and
  - e. Review of spare parts needed for operation and maintenance.

### **PART III – EXECUTION**

#### **3.1 INSTRUCTION:**

- A. Facilitator: Engage a qualified facilitator to prepare the instruction program and orientation modules, to coordinate instructors, and to coordinate between Contractor and the Resident Engineer for the number of participants, instruction times, and location.
- B. The Contractor must engage qualified instructors to instruct the facility's personnel to adjust, operate, and maintain systems, subsystems, and equipment not part of a system.
- C. Scheduling: Schedule instruction with the Resident Engineer at mutually agreed upon times. For equipment that requires seasonal operation, provide similar instruction at the start of each season.
  1. Schedule orientation with the Resident Engineer with at least fourteen (14) Days advance notice.
- D. Evaluation: At the conclusion of each orientation module, assess and document each participant's mastery of module(s) by use of an oral or written demonstration performance-based test.
- E. Cleanup: Collect and remove used and leftover educational materials from Project Site. Remove instructional equipment. Restore systems and equipment to condition existing before initial orientation use.

#### **3.2 DEMONSTRATION AND ORIENTATION VIDEO RECORDINGS:**

- A. All projects:
  1. The Contractor must engage a qualified commercial videographer to video record demonstration and orientation sessions. Record each orientation module separately. Include classroom instructions and demonstrations, board diagrams, and other visual aids, but not student practice.
  2. At the beginning of each orientation module, record each chart containing learning objective and lesson outline.
  3. All recordings must be close-captioned.
  4. Recording Format: Provide high-quality video recording on USB drive or other electronic media as requested by the Commissioner.



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5. Recording: Mount camera on tripod before starting recording, unless otherwise necessary to show area of demonstration and orientation. Display continuous running time.
  6. Narration: Describe scenes on the recording by audio narration by microphone while recording or by dubbing audio narration off-site after. Include description of items being viewed. Describe vantage point, indicating location, direction (by compass point), and elevation or story of construction.
  7. Transcript: Provide a typewritten transcript of the narration. Display images and running time captured from opposite the corresponding narration segment.
- B. Commissioned Projects: Refer to the Addendum to determine if the project is to be commissioned.
1. The Commissioning Authority/Agent (CxA) under separate contract with the City of New York will assess and comment on the adequacy of the orientation instruction sessions by reviewing the orientation and instruction program and agenda provided by the Contractor. The provider of the orientation program will video record the sessions and provide a copy to the CxA for final review and comments. If necessary, Contractor must edit the recording per CxA comments.

**END OF SECTION 01 79 00**



**SECTION 01 81 13.03  
SUSTAINABLE DESIGN REQUIREMENTS FOR LEED v3 BUILDINGS**

**REFER TO THE ADDENDUM FOR APPLICABILITY OF THIS SECTION 01 81 13.03**

**PART I – GENERAL**

**1.1 RELATED DOCUMENTS:**

- A. The following documents apply to all required work for the Project: (1) the Contract Drawings, (2) the Specifications, (3) the General Conditions, (4) the Addendum, and (5) the Contract [City of New York Standard Construction Contract].

**1.2 SUMMARY:**

A. LEED BUILDING - GENERAL REQUIREMENTS:

The City of New York is committed to implementing good environmental practices and procedures which include achieving a LEED™ Green Building rating. Specific project requirements related to this goal are listed in the applicable paragraphs of this section of the General Conditions. The Contractor must ensure that these requirements, as defined in the sections below and in related sections of the Contract Documents, are implemented to the fullest extent. Substitutions, or other changes to the work proposed by the Contractor or their Subcontractors, will not be allowed if such changes compromise the stated LEED BUILDING criteria.

B. This Section includes:

1. Definitions
2. LEED Provisions
3. LEED Building Submittals
4. LEED Building Submittal Requirements
5. LEED Action Plan

**1.3 RELATED SECTIONS:** Include without limitation the following:

- |    |                     |   |
|----|---------------------|---|
| A. | Section 01 74 19    | CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL  |
| B. | Section 01 81 13.13 | VOLATILE ORGANIC COMPOUND (VOC) LIMITS FOR ADHESIVES, SEALANTS, PAINTS AND COATINGS FOR LEED v3 BUILDINGS |
| C. | Section 01 81 19    | INDOOR AIR QUALITY REQUIREMENTS FOR LEED BUILDINGS  |
| D. | Section 01 91 13    | GENERAL COMMISSIONING REQUIREMENTS FOR MEP SYSTEMS  |
| E. | Section 01 91 15    | GENERAL COMMISSIONING REQUIREMENTS FOR BUILDING ENCLOSURE   |

**1.4 DEFINITIONS:**

- A. Refer to Article 2 of the Contract for definition of terms, words and expressions used in the General Conditions not otherwise defined herein.



Agrifiber Products	Means products derived from recovered agricultural waste fiber from sources such as cereal straw, sugarcane bagasse, sunflower husk, walnut shells, coconut husks, and agricultural prunings, processed and mixed with resins to produce panels with characteristics similar to composite wood.
Composite Wood	Means products composed of wood or plant particles or fibers bonded by a synthetic resin or binder to produce panels such as plywood, particleboard, and medium density fiberboard (MDF). Does not include hardboard, structural panels, glued laminated timber, prefabricated wood I-joists, or finger-jointed lumber.
Design Consultant	Means the entity responsible for providing design services for the Project, including without limitation, preparing the construction documents (drawings and specifications) and providing services in connection with such documents during construction. The entity serving as the “Design Consultant” may be a corporation, firm, partnership, joint venture, individual or combination thereof. Such entity may be either an employee(s) of the City or an entity engaged by the City to provide such services.
Forest Stewardship Council (FSC) Certified Wood	Means wood-based materials and products certified in accordance with the Forest Stewardship Council’s principles and criteria.
LEED	Means the Leadership in Energy & Environmental Design rating system developed by the United States Green Building Council.
Rapidly Renewable Materials	Means materials made from agricultural products that are typically harvested within a ten-year or shorter cycle. Rapidly renewable materials include products made from bamboo, cotton, flax, jute, straw, sunflower seed hulls, vegetable oils, or wool.
Regionally Manufactured Materials	Means materials that are manufactured within a radius of 500 miles from the Project location. Manufacturing refers to the final assembly of components into the building product that is installed at the Project site.
Regionally Extracted, Harvested, or Recovered Materials	Means materials which are extracted, harvested, or recovered and manufactured within a radius of 500 miles from the Project site.
Recycled Content	Means The percentage by weight of constituents that have been recovered or otherwise diverted from the solid waste stream, either during the manufacturing process (pre-consumer), or after consumer use (post-consumer). Spills and scraps from the original manufacturing process that are combined with other constituents after a minimal amount of reprocessing for use in further production of the same product are not recycled materials. Discarded materials from one manufacturing process that are used as constituents in another manufacturing process are pre-consumer recycled materials. “Pre-consumer” may also be referred to as “post-industrial”.
Solar Reflectance Index (SRI)	A measure of a material’s ability to reflect solar heat, as shown by a small temperature rise. It is defined so that a standard black (reflectance 0.05, emittance 0.90) is equal to 0, and a standard white (reflectance 0.80, emittance of 0.90) is equal to 100.



Volatile Organic Compound (VOC)	Any compound of carbon (excluding carbon monoxide, carbon dioxide, carbonic acid, metallic carbides or carbonates, and ammonium carbonate) which vaporizes (becomes a gas) and participates in atmospheric photochemical reactions, as specified in Part 51.00 of Chapter 40 of the U.S. Code of Federal Regulations, at normal room temperatures. For the purposes of this specification, formaldehyde and acetaldehyde are considered to be VOCs.
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**1.5 LEED PROVISIONS:**

- A. Refer to the Addendum for the LEED rating to be achieved for this project. The provisions to achieve this LEED rating are integrated within the project construction documents and specifications. The Contractor is specifically directed to the “LEED BUILDING Performance Criteria” and “LEED BUILDING Submittals” sections within the contract specification. Additional LEED requirements are met through aspects of the project design, including material and equipment selections, which may not be specifically identified as LEED BUILDING requirements. Compliance with the requirements needed to obtain LEED prerequisites and credits will be used as one criterion to evaluate substitution requests.

**1.6 LEED BUILDING SUBMITTALS:**

- A. Scope: LEED BUILDING submittals are required for all installed materials included in General Construction work. LEED BUILDING Submittals are only required for field-applied adhesives, sealants, paints and coatings included in Plumbing, Mechanical and Electrical work. Submit all required LEED BUILDING submittals in accordance with Section 01 33 00 SUBMITTAL PROCEDURES.
- B. Applicability: The extent of the LEED BUILDING Submittals varies depending on the specification section. Applicable LEED BUILDING Submittals are listed under the “LEED BUILDING Submittals” heading in each specification section. The detailed requirements for the LEED BUILDING Submittals are defined in Item C below.
- C. Detailed Requirements: Sub-Sections 1.6 C.1 through 1.6 C.3 below defines the information and documents to be provided for each type of LEED BUILDING Submittal as identified in the LEED Submittal Requirements of each specification section:
  - 1. ENVIRONMENTAL BUILDING MATERIALS CERTIFICATION FORM (EBMCF)[GHI]: Information to be supplied for this form (blank sample copy attached at end of this Section to be modified as appropriate to the project) must include some or all of the following items, as identified in the LEED Submittal Requirements of each specification section:
    - a. Cost breakdowns for the materials included in the contractor or sub-contractor’s scope of work. Cost reporting must include itemized material costs (excluding the contractor’s labor, equipment, overhead and profit).
    - b. The percentages (by weight) of post-consumer and/or post-industrial recycled content in the supplied product(s).
      - 1) For each product with recycled content, also indicate the total recycled content value ( $1/2 \times \text{pre-consumer percentage} \times \text{product value} + 1 \times \text{post-consumer percentage} \times \text{product value} = \text{total recycled content value}$ ).
      - 2) See additional requirements for concrete below.
    - c. Identification (Yes/No) of materials manufactured within 500 miles of the project site AND containing raw materials harvested or extracted within 500 miles of the project site.
      - 1) Indicate the percentage by weight, relative to the total weight of the product that meets these criteria.
      - 2) Indicate the point of harvest/extraction/recovery of regional raw materials, the point of final assembly of regional manufactured products, and the distance from each point to the project site.



- d. Volatile Organic Compound (VOC) content of all field-applied adhesives, sealants, paints, and coatings, listed in grams/liter or lbs./gallon, less water.
    - 1) For detailed requirements refer to Section 01 81 13.13 VOC LIMITS FOR ADHESIVES, SEALANTS, PAINTS AND COATINGS.
  - e. The amount of “Forest Stewardship Council (FSC) Certified” wood products if used in the Project.
    - 1) Record only new FSC-certified wood products. Do not record reclaimed, salvaged, or recycled FSC-certified wood products.
    - 2) Reclaimed, salvaged, or recycled FSC-certified wood may be recorded as post-consumer recycled content.
  - f. The amount of Rapidly Renewable materials if used in the Project.
    - 1) Indicate the type of rapidly renewable material used, and the percentage by weight, relative to the total weight of the product, that consists of rapidly renewable material.
  - g. The percentage (by weight), relative to the total weight of cementitious materials, of supplementary cementitious materials or pozzolans such as fly ash used in each concrete mix used in the Project.
    - 1) For each concrete mix, provide a complete breakdown of all components, by weight and by cost.
  - h. Identification (Yes/No) of composite wood or agrifiber products used in the project that are free of added urea-added formaldehyde resins.
  - i. Identification (Yes/No) of flooring products used in the project that have Carpet and Rug Institute (CRI) Green Label or Green Label Plus certification, or Resilient Floor Covering Institute FloorScore certification.
    - 1) Untreated solid wood flooring, and mineral-based flooring products such as tile, masonry, terrazzo, and cut stone that have no organic-based coatings or sealants, are excluded from this requirement.
  - j. The EBMCF must record the above information only for those materials or products permanently installed in the project. The EBMCF must record VOC content, composite and agrifiber products, and CRI or FloorScore ratings only for those materials or products permanently installed within the weather barrier of the LEED building.
2. EBMCF BACK-UP DOCUMENTATION: These documents are used to validate the information provided on the EBMCF (except cost data). For each material listed on the EBMCF, provide documentation to certify the material’s LEED BUILDING attributes, as applicable:
- a. RECYCLED CONTENT: Provide published product literature or letter of certification on the manufacturer’s letterhead certifying the amounts of post-consumer and/or post-industrial content.
  - b. REGIONAL MANUFACTURING AND REGIONAL RAW MATERIALS (WITHIN 500 MILES): Provide published product literature or letter of certification on the manufacturer’s letterhead indicating the city/state where the manufacturing plant is located, where each of the raw materials in the product were extracted, harvested or recovered and the distance in miles from the project site.
    - 1) If only some of the raw materials for a particular product or assembly originate within 500 miles of the project site, provide the percentage (by weight) that these materials comprise in the complete product.





- c. **VOC CONTENT:** Provide Material Safety Data Sheets (MSDS) certifying the Volatile Organic Compound (VOC) content of the adhesive, sealant, paint, or coating products. VOC content is to be reported in grams/liter or lbs./gallon, less water. If the MSDS does not show the product's VOC content, this information must be provided through other published product literature from the manufacturer, or stated in a letter of certification from the product manufacturer on the manufacturer's letterhead.
    - d. **RAPIDLY RENEWABLE MATERIALS:** If used in the project, provide published literature or letter of certification on the manufacturer's letterhead certifying the percentage of each product that is rapidly renewable (by weight).
  3. **PRODUCT CUT SHEETS:** Provide product cut sheets with the Contractor's or sub-contractor's stamp, confirming that the submitted products are the products installed in the Project.
  4. **CRI GREEN LABEL PLUS CERTIFICATION:** For carpets and carpet cushions, provide published product literature or letter from the manufacturer (on the manufacturer's letterhead) verifying that the products comply with the "Green Label Plus" IAQ testing program of the Carpet and Rug Institute of Dalton, GA.
  5. **CERTIFICATION OF COMPOSITE WOOD OR AGRIFIBER RESINS:** For all composite wood, engineered wood and agrifiber products (including plywood, particleboard, and medium density fiberboard), provide published product literature or letter from the manufacturer (on the manufacturer's letterhead) verifying that that the products do not contain added urea-formaldehyde resins.
  6. **CERTIFICATION OF COMPOSITE WOOD OR AGRIFIBER LAMINATING ADHESIVES:** For all laminating adhesives used with composite wood, engineered wood and agrifiber products (e.g., adhesives used to laminate wood veneers to an engineered wood substrate), provide published product literature or letter from the manufacturer (on the manufacturer's letterhead) verifying that the adhesive products do not contain urea-formaldehyde.
  7. **FSC-CERTIFIED WOOD:**
    - a. If used in the project, provide chain of custody documents and copies of invoices regarding wood products, including whether or not such wood product is FSC-certified.
    - b. If used in the project, for assemblies, provide the percentage (by cost and by weight) of the assembly that is FSC-certified wood.
    - c. If used in the project, for assemblies, provide published product literature or letter from the manufacturer (on the manufacturer's letterhead) verifying the percentage that is FSC-certified wood.
  8. **GREEN SEAL COMPLIANCE:** Provide published product literature or letter from the manufacturer (on the manufacturer's letterhead) verifying that the following product types comply with the VOC limits and chemical component restrictions developed by the Green Seal organization of Washington, DC:
    - a. Interior Architectural Paints and Coatings: refer to Green Seal standard GS-11 (1<sup>st</sup> edition, May 1993)
    - b. Anti-corrosive and Anti-rust paints: refer to Green Seal standard GC-03 (2<sup>nd</sup> Edition, January 1997)
    - c. Aerosol Adhesives: refer to Green Seal standard GS-36 (1<sup>st</sup> edition, October 2000)
  9. **HIGH ALBEDO PAVING AND WALKWAY MATERIALS:** For paving and walkway materials made from concrete or brick provide published product literature or letter from the manufacturer (on the manufacturer's letterhead) verifying a minimum Solar Reflectance Index (SRI) value of 29. SRI



values will be calculated according to ASTM E 1980. Reflectance will be measured according to ASTM E 903, ASTM E 1918, or ASTM C 1549. Emittance will be measured according to ASTM E 408 or ASTM C 1371.

10. **HIGH ALBEDO ROOFING MATERIALS:** For exposed roofing membranes, pavers, and ballast products, provide published product literature or letter from the manufacturer (on the manufacturer's letterhead) verifying the following minimum Solar Reflectance Index (SRI) values:

- a. 78 for low-sloped roofing applications (slope  $\leq$  2:12)
- b. 29 for steep-sloped roofing applications (slope  $>$  2:12)

SRI values will be calculated according to ASTM E 1980. Reflectance will be measured according to ASTM E 903, ASTM E 1918, or ASTM C 1549. Emittance will be measured according to ASTM E 408 or ASTM C 1371.

Vegetated roof surfaces are exempt from the SRI criteria.

11. **LOW MERCURY LAMPS:** For all fluorescent, compact fluorescent, and HID lamps installed in the project, provide published product literature or letter from the manufacturer (on the manufacturer's letterhead) verifying:

- a. The mercury content or content range per lamp in milligrams or picograms;
- b. The design light output per lamp (light at 40% of a lamp's useful life) in lumens; and
- c. The rated average life of the lamp in hours.

In addition, provide the total number of each lamp type installed in the project.

12. **FLOORSCORE CERTIFICATION:** For all hard surface flooring, including vinyl, linoleum, laminate flooring, wood flooring, ceramic flooring, rubber flooring, and wall base, provide published product literature or letter from the manufacturer (on the manufacturer's letterhead) verifying that the products comply with the current FloorScore standard requirements.
13. **CONCRETE:** Provide concrete mix design for each mix, designated by a distinct identifying code or number and signed by a Professional Engineer licensed in the state in which the concrete manufacturer or supplier is located.
14. **INTERIOR LIGHTING FIXTURES:** For each lighting fixture type installed within the building's weather barrier, provide manufacturer's cut sheets indicating the following:
- a. Fixture power in watts.
  - b. Initial lamp lumens.
  - c. Photometric distribution data.
  - d. Dimming capability, in range of percentages.
15. **EXTERIOR LIGHTING FIXTURES:** For each lighting fixture type installed on site, provide manufacturer's cut sheets indicating the following:
- a. Fixture power in watts.
  - b. Initial lamp lumens.
  - c. Photometric distribution data.
  - d. Range of field adjustability, if any.
  - e. Warranty of suitability for exterior use.



16. ALTERNATIVE TRANSPORTATION: Provide manufacturer's cut sheets and/or shop drawings for the following items installed on site:
  - a. Bike racks, including total number of bicycle slots provided.
  - b. Signage indicating parking spaces reserved for electric or low-emitting vehicles and for carpools/vanpools, including total number of signs.
17. WATER CONSERVING FIXTURES: For all water consuming plumbing fixtures and fittings, provide manufacturer's cut sheets showing maximum flow rates and/or flush rates.
18. ENERGY SAVING APPLIANCES: Provide manufacturer's cut sheets and published product literature or letter from the manufacturer (on the manufacturer's letterhead) verifying the product's rating under the U.S. EPA/DOE Energy Star program, for all of the following:
  - a. Appliances (i.e., refrigerators, dishwashers, microwave ovens, televisions, clothes washers, clothes dryers, chilled water dispensers).
  - b. Office equipment (i.e., copy machines, fax machines, plotters/printers, scanners, binding and publishing equipment).
  - c. Electronics (i.e., servers, desktop computers, computer monitor displays, laptop computers, network equipment).
  - d. Commercial food service equipment
19. GLAZING: For glazing in any windows, doors, storefront and window wall systems, curtainwall systems, skylights, and partitions, provide manufacturer's cut sheets indicating the following:
  - a. Glazed area.
  - b. Visible light transmittance.
  - c. Solar heat gain coefficient.
  - d. Fenestration assembly u-factor.
20. VENTILATION: Provide manufacturer's cut sheets for the following:
  - a. Carbon dioxide monitoring systems, if any, installed to measure outside air delivery.
  - b. Air filters: for detailed requirements refer to Section 01 81 19 INDOOR AIR QUALITY REQUIREMENTS.
21. REFRIGERATION: For all refrigeration equipment, provide manufacturer's cut sheets indicating the following:
  - a. Equipment type.
  - b. Equipment life. Default values specified by the 2007 ASHRAE Applications Handbook will be used unless otherwise demonstrated by the manufacturer's guarantee and an equivalent long-term service contract.
  - c. Refrigerant type.
  - d. Refrigerant charge in pounds of refrigerant per ton of gross cooling capacity.
  - e. Tested refrigerant leakage rate, in percent per year. A default rate of 2% will be used unless otherwise demonstrated by test data.
  - f. Tested end-of-life refrigerant loss, in percent. A default rate of 10% will be used unless otherwise demonstrated by test data.



**1.7 LEED BUILDING SUBMITTAL REQUIREMENTS:**

- A. The LEED BUILDING Submittal information must be assembled into one package per contract specification section(s) (or per subcontractor), and submitted in accordance with Section 01 33 00 SUBMITTAL PROCEDURES. Incomplete or inaccurate LEED BUILDING submittals may be used as the basis for the rejection of products or assemblies. Incomplete or inaccurate LEED BUILDING Submittals may be used as the basis for rejecting the submitted products or assemblies.

**1.8 LEED ACTION PLANS:**

- A. Construction Waste Management Plan- Refer to Section 01 74 19 CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL for detailed submittal requirements.
- B. Construction IAQ Management Plan- Refer to Section 01 81 19 INDOOR AIR QUALITY REQUIREMENTS FOR LEED BUILDINGS for detailed submittal requirements.
- C. Erosion and Sedimentation Control Plan:
  - 1. The Plan must be in accordance with the New York State Department of Environmental Conservation (NYSDEC) or the 2003 EPA Construction General Permit, whichever is more stringent.
  - 2. The Plan must be submitted in accordance with Section 01 33 00 SUBMITTAL PROCEDURES.
  - 3. Detailed requirements: ESC Plan
    - a. Include the Stormwater Pollution Prevention Plan, if required.
    - b. Identify the party responsible for Plan monitoring and documentation. The party must be regularly on site.
    - c. Describe all site work that will be implemented on the project.
    - d. Provide site plan with location of ESC measures, including, but not limited to, stormwater quantity controls, stormwater quality controls, stabilized construction entrances, washdown areas, and inlet/catch basin protection.
    - e. Describe the inspection and maintenance of the ESC measures. Provide a construction schedule indicating weekly site review.
    - f. Describe reporting and documentation measures.
  - 4. Detailed requirements: ESC Measures
  - 5. Submittal requirements: ESC Tracking Log
    - a. Note date of major rain events, describe damage, describe any repairs or maintenance performed, and note responsible party.
    - b. Note date and findings of weekly site review, describe any repairs or maintenance performed, and note responsible party.
    - c. Submit monthly.
  - 6. Implementation
    - a. The Contractor must implement the ESC Plan, coordinate the Plan with all affected trades, and designate one individual as the Erosion and Sedimentation Control Representative, who will be responsible for communicating the progress of the Plan with the Commissioner on a regular basis, and for assembling the required LEED documentation.



- b. The Contractor must be responsible for the provision, maintenance, and repair of all ESC measures.
- c. Demonstration. The Contractor must provide on-site instruction of proper construction practices required to prevent erosion and sedimentation.
- d. Meetings. Urgent or ongoing ESC issues will be discussed at weekly on-site job meetings.

**1.9 QUALITY ASSURANCE:**

- A. The Contractor must implement all LEED Action Plans, coordinate the Plans and LEED Building Submittals with all affected trades, and designate one individual as the Sustainable Construction Representative at no additional cost to the City of New York, who will be responsible for communicating the progress of LEED activities with the Commissioner on a regular basis, and for assembling the required LEED documentation.
- B. Responsibilities of Contractor's Subcontractors: The Contractor is responsible for his/her subcontractors complying with the LEED Action Plans and for providing required LEED documentation as required for the project.
- C. Distribution and Compilation: The Contractor is responsible for distributing the EBMCF and any other forms or templates required for the subcontractors to record LEED documentation. The Contractor also be responsible for collecting and compiling EBMCF information into packages as described in Section 01 33 00 SUBMITTAL PROCEDURES.
- D. Meetings: Sustainable design and construction issues must be discussed at the following meetings:
  - 1. Demolition kick-off meeting
  - 2. Construction kick-off meeting
  - 3. Construction kick-off meeting for LEED (independent meeting)
  - 4. Weekly job-site progress and coordination meetings
  - 5. Closeout meeting

**PART II – PRODUCTS (Not Used)**

**PART III – EXECUTION (Not Used)**

**END OF SECTION 01 81 13.03**



ENVIRONMENTAL BUILDING MATERIALS CERTIFICATION FORM

Contractor Name: \_\_\_\_\_  
Contractor Contact: \_\_\_\_\_  
Telephone Number: \_\_\_\_\_

Project Name: \_\_\_\_\_  
Project I.D.: \_\_\_\_\_

Product/Manufacturer	Material Cost <sup>1</sup>	Recycled Content			Regional <sup>4</sup>			Rapidly Renewable <sup>7</sup>		VOC content <sup>8</sup>		Flooring <sup>9</sup>	Wood	
		Pre-Consumer (% by wt) <sup>2</sup>	Post-Consumer (% by wt) <sup>3</sup>	Total % (½ Pre + Post)	Location & Distance to Extraction <sup>5</sup>	Location & Distance to Manufacture <sup>6</sup>	Extracted & Manuf. (% by wt)	Material	% by wt	*VOC content listed	*VOC content allowed	*Green Label or FloorScore	*Added urea formaldehyde (Yes/No) <sup>10</sup>	FSC Certified <sup>11</sup> (% by wt)

<sup>1</sup> **Material Cost:** As it appears on the manufacturer's or distributor's invoice to the contractor or subcontractor. Does not include labor or equipment costs associated with installation.

<sup>2</sup> **Pre-Consumer Recycled Content:** Industrial/manufacturing waste material (e.g., fly-ash and synthetic gypsum, both waste products from coal burning electricity plants) diverted from landfill and incorporated into a finished product. Scrap raw materials that can be reused in the same manufacturing process from which they are recovered are not considered Pre-Consumer Recycled Content.

<sup>3</sup> **Post-Consumer Recycled Content:** Material or product that has served its intended consumer use (e.g., an empty plastic bottle) and has been diverted from landfill and incorporated into a finished product.

<sup>4</sup> **Regional:** Refers to a material/product that is BOTH extracted AND manufactured within 500 miles of the Project site. Record this information ONLY for materials/products meeting BOTH of these criteria.

<sup>5</sup> **Extraction:** Refers to the location from which the raw resources used in a building product are extracted, harvested, or recovered.

<sup>6</sup> **Manufacture:** Refers to the location of the final assembly of components into a building product that is furnished and installed by the Contractor.

<sup>7</sup> **Rapidly Renewable:** Refers to materials/products derived from agricultural products that are typically harvested within a ten-year or shorter cycle.

<sup>8</sup> **VOC Content:** The quantity of volatile organic compounds contained in adhesives, sealants, paints and architectural coatings. Reported in grams/liter or lbs/gallon, less water.

<sup>9</sup> **Flooring:** For carpet, indicate Carpet and Rug Institute (CRI) Green Label Plus certification. For carpet cushion, indicate CRI Green Label certification. For all flooring except unfinished/untreated wood and mineral-based flooring (tile, masonry, terrazzo, cut stone) without organic-based coatings or sealants, indicate Resilient Floor Covering Institute FloorScore rating. VOC limits for adhesives, sealants, etc. still apply.

<sup>10</sup> **Added Urea Formaldehyde:** Applies to composite wood and agrifiber products only (plywood, particleboard, MDF, OSB, wheatboard, strawboard). Resins or binders with added urea formaldehyde are prohibited.

<sup>11</sup> **FSC Certified:** Certification from the Forest Stewardship Council. This column is only applicable to wood products.

\* Applies only to materials/products installed within the weather barrier.

Contractor Certification:  
I, \_\_\_\_\_ a duly authorized representative of \_\_\_\_\_ (the Contractor) hereby certify that the material information contained herein is an accurate representation of the material qualifications to be provided by the Contractor as components of the final building construction. Furthermore, I understand that any change in such qualifications during the purchasing period will require prior written approval from the Commissioner.

Signature of Authorized Representative: \_\_\_\_\_ Date: \_\_\_\_\_



**SECTION 01 81 13.04  
SUSTAINABLE DESIGN REQUIREMENTS FOR LEED v4 BUILDINGS**

**REFER TO THE ADDENDUM FOR APPLICABILITY OF THIS SECTION 01 81 13.04**

**PART I – GENERAL**

**1.1 RELATED DOCUMENTS:**

- A. The following documents apply to all required work for the Project: (1) the Contract Drawings, (2) the Specifications, (3) the General Conditions, (4) the Addendum, and (5) the Contract [City of New York Standard Construction Contract].

**1.2 SUMMARY:**

**A. LEED BUILDING - GENERAL REQUIREMENTS:**

The City of New York is committed to implementing good environmental practices and procedures which include achieving a LEED™ Green Building rating. Specific Project requirements related to this goal are listed in the applicable paragraphs of this section of the General Conditions. The Contractor must ensure that these requirements as defined in the sections below and in related sections of the Contract Documents, are implemented to the fullest extent. Substitutions, or other changes to the work proposed by the Contractor or their Subcontractors, will not be allowed if such changes compromise the stated LEED BUILDING criteria.

**B. This Section includes:**

1. Definitions
2. LEED Provisions
3. LEED Building Submittals
4. LEED Building Submittal Requirements
5. LEED Action Plan
6. VOC Requirements for Interior Adhesives and Sealants
7. VOC Requirements for Interior Paints and Coatings
8. Low-Emitting Materials, Flooring
9. Low-Emitting Materials, Composite Wood
10. Low-Emitting Materials, Ceilings, Walls, Thermals and Acoustic Insulation
11. Low-Emitting Materials, Furniture
12. Low-Emitting Materials, Exterior Applied Products
13. Low-Emitting Materials, Additional Low-Emitting Requirements

**C. This Section includes requirements for Volatile Organic Compound (VOC) emissions and content in specific materials used within the Project.**

**D. All sections in the Project Specifications with adhesives, sealant or sealant primer applications, paints, coatings, flooring, composite wood, ceilings, walls, thermal and acoustic insulation, furniture, and for healthcare and schools, exterior applied products, must follow all requirements of this section. In the event of any conflict or inconsistency between this section and the Specifications regarding adhesives, sealant or sealant applications, paints, coatings, flooring, composite wood, ceilings, walls, thermal and acoustic insulation, furniture, and for healthcare and schools, exterior applied products, the requirements set forth in this Section will prevail.**



**1.3 RELATED SECTIONS:** Include without limitation the following:

- A. Section 01 74 19 CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL
- B. Section 01 81 19 INDOOR AIR QUALITY REQUIREMENTS FOR LEED BUILDINGS
- C. Section 01 91 13 GENERAL COMMISSIONING REQUIREMENTS FOR MEP SYSTEMS
- D. Section 01 91 15 GENERAL COMMISSIONING REQUIREMENTS FOR BUILDING ENCLOSURE

**1.4 DEFINITIONS:**

- A. Refer to Article 2 of the Contract for definition of terms, words and expressions used in the General Conditions not otherwise defined herein.

Adhesive	Any substance used to bond one surface to another by attachment. Includes adhesive primers and adhesive bonding primers.
Aerosol Adhesive	Any adhesive packaged as an aerosol with a spray mechanism permanently housed in a non-refillable can designed for hand-held application without the need for ancillary equipment
Agrifiber Products	Products derived from recovered agricultural waste fiber from sources such as cereal straw, sugarcane bagasse, sunflower husk, walnut shells, coconut husks and agricultural prunings, processed and mixed with resins to produce panels with characteristics similar to composite wood.
Bio-based materials	Composed in whole or in significant part of biological products, renewable agricultural materials or forestry materials, and must meet the Sustainable Agriculture Network’s Sustainable Agriculture Standard. Bio-based raw materials must be tested using ASTM Test Method D6866 and be legally harvested, as defined by the exporting and receiving country. Exclude hide products, such as leather and other animal skin material.
Building Exterior	A structure’s primary and secondary weatherproofing system, including waterproofing membranes and air- and water-resistant barrier materials, and all building elements outside that system.
Building Interior	Everything inside a structure’s weatherproofing membrane.
Carcinogen	A chemical listed as a known, probable, reasonably anticipated, or possible human carcinogen by the International Agency for Research on Cancer





	(IARC) (Groups 1, 2A, and 2B), the National Toxicology Program (NTP) (Groups 1 and 2), the U.S. Environmental Protection Agency (EPA) Integrated Risk Information System (IRIS) (weight-of-evidence classifications A, B1, B2, and C, carcinogenic, likely to be carcinogenic, and suggestive evidence of carcinogenicity or carcinogen potential), or the Occupational Safety and Health Administration (OSHA).
Certified Wood	See Forest Stewardship Council (FSC) Certified Wood.
Clear Wood Finish	Clear/semi-transparent coating applied to wood substrates to provide a transparent or translucent solid film.
Coating	Liquid, liquefiable or mastic composition that is converted to a solid adherent film after application to a substrate as a thin layer; and is used for decorating, protecting, identifying or to serve some functional purpose such as the filling or concealing of surface irregularities or the modification of light and heat radiation characteristics; and is intended for on-site application to interior or exterior surfaces of buildings. Does not include stains, clear finishes, recycled latex paint, specialty (industrial, marine or automotive) coatings or paint sold in aerosol cans.
Composite Wood	Products composed of wood or plant particles or fibers bonded by a synthetic resin or binder to produce panels such as plywood, particleboard, and medium density fiberboard (MDF). Does not include hardboard, structural panels, glued laminated timber, prefabricated wood I-joists or finger-jointed lumber.
Cradle-to-Gate Assessment	Analysis of a product’s partial life cycle, from resource extraction to the factory gate, before it is transported for distribution and sale.
Design Consultant	The entity responsible for providing design services for the Project, including without limitation, preparing the construction documents (drawings and specifications) and providing services in connection with such documents during construction. The entity serving as the “Design Consultant” may be a corporation, firm, partnership, joint venture, individual or combination thereof. Such entity may be either an employee(s) of the City or an entity engaged by the City to provide such services.



Enclosure	The exterior plus semi-exterior portions of the building. Exterior consists of the elements of a building that separate conditioned spaces from the outside (i.e., the wall assembly). Semi-exterior consists of the elements of a building that separate conditioned space from unconditioned space or that encloses semi-heated space through which thermal energy may be transferred to or from the exterior or conditioned or unconditioned spaces (e.g., attic, crawl space, basement).
Environmental Product Declaration (EPD)	A statement that the item meets the environmental requirements of, ISO 14025, 14040 and EN 15804, or ISO 21930 and have at least a cradle-to-gate scope.
Extended Producer Responsibility	A waste management strategy, also known as closed-loop program or product take-back, where the manufacturer's responsibility for a product is extended to the post-consumer stage of the product's life-cycle.
Floor Coating	Opaque coating applied to flooring. Excludes industrial maintenance coatings.
Forest Stewardship Council (FSC) Certified Wood	Wood-based materials and products certified in accordance with the Forest Stewardship Council's principles and criteria.
Hazardous Air Pollutant	Any compound listed by the U.S. EPA in the Clean Air Act Section 112(b)(1) as a hazardous air pollutant.
Inherently Non-Emitting Materials	Products that are inherently non-emitting sources of VOCs, including stone, ceramic, powder-coated metals, plated or anodized metals, lass, concrete, clay brick, unfinished solid wood, untreated solid wood. These materials are considered compliant without VOC testing if they do not include integral organic-based surface coatings, binders or sealants.
Lacquer	Clear/semi-transparent coating formulated with cellulosic or synthetic resins to dry by evaporation without chemical reaction and provide a solid, protective film.



LEED	The Leadership in Energy & Environmental Design rating system developed by the United States Green Building Council (USGBC).
Life-Cycle Assessment	An evaluation of the environmental effects of a product from cradle to grave, as defined by ISO 14040-2006 and ISO 14044-2006.
Mutagen	A chemical that meets the criteria for category 1, chemicals known to induce heritable mutations or to be regarded as if they induce heritable mutations in the germ cells of humans, under the Harmonized System for the Classification of Chemicals Which Cause Mutations in Germ Cells (United Nations Economic Commission for Europe, Globally Harmonized System of Classification and Labeling of Chemicals).
Ozone-Depleting Compounds	A compound with an ozone-depletion potential greater than 0.1 (CFC 11=1) according to the U.S. EPA list of Class I and Class II Ozone-Depleting Substances.
Paint	<p>A pigmented coating. For the purposes of this specification, paint primers are considered to be paints.</p> <p>A. Flat Coating or Paint: Has a gloss of less than 15 (using an 85-degree meter) or less than 5 (using a 60-degree meter).</p> <p>B. Non-Flat Coating or Paint: Has a gloss of greater than or equal to 15 (using an 85-degree meter) or greater than or equal to 5 (using a 60-degree meter).</p> <p>C. Non-Flat High-Gloss Coating or Paint: Has a gloss of greater than or equal to 70 (using a 60-degree meter).</p> <p>Anti-Corrosive / Rust Preventative Paint: Coating formulated and recommended for use in preventing the corrosion of ferrous metal substrates.</p>
Permanently Installed Building Product	See Product.
Primer	Coating that is formulated and recommended for one or more of the following purposes: to provide a firm bond between the substrate and a subsequent coating; to prevent a subsequent coating from being absorbed into the substrate; to prevent harm to a subsequent coating from materials in the



	<p>substrate; or to provide a smooth surface for application of a subsequent coating.</p>
<p>Product</p>	<p>An item that arrives on the Project site either as a finished element ready for installation or as a component to another item assembled on-site. The product unit is defined by the functional requirement for use in the Project; this includes the physical components and services needed to serve the intended function of the permanently installed building product. Similar products within a specification will each contribute as a separate product.</p>
<p>Product-Specific Declaration</p>	<p>Products with a publicly available, critically reviewed life-cycle assessment conforming to ISO 14044 that have at least a cradle-to-gate scope.</p>
<p>Recycled Content</p>	<p>The percentage by weight of constituents that have been recovered or otherwise diverted from the solid waste stream, either during the manufacturing process (pre-consumer) or after consumer use (post-consumer). Recycled content claims for products must conform to the definition in ISO 14021-1999, Environmental Labels and Declarations, Self-Declared Environmental Claims (Type II Environmental Labeling).</p> <p>Spills and scraps from the original manufacturing process that are combined with other constituents after a minimal amount of reprocessing for use in further production of the same product are not recycled materials.</p> <p>Discarded materials from one manufacturing process that are used as constituents in another manufacturing process are pre-consumer recycled materials.</p> <p>“Pre-consumer” may also be referred to as “post-industrial”.</p>



Regionally Manufactured Materials	Materials that are manufactured, distributed and purchased within a radius of 100 miles from the Project location. Manufacturing refers to all points of manufacture for an assembly of components.
Regionally Extracted, Harvested, or Recovered Materials	Materials which are extracted, harvested or recovered, manufactured, distributed and purchased within a radius of 100 miles from the Project site.
Reproductive Toxin	A chemical listed as a reproductive toxin (including developmental, female, and male toxins) by the State of California under the Safe Drinking Water and Toxic Enforcement Act of 1986 (California Code of Regulations, Title 22, Division 2, Subdivision 1, Chapter 3, Sections 1200, et. Seq.).
Sanding Sealer	Clear/semi-transparent coating formulated to seal bare wood. Can be abraded to create a smooth surface for subsequent coatings. Does not include sanding sealers that are lacquers (see Clear Wood Finish above).
Sealant	Any material with adhesive properties, formulated primarily to fill, seal, or waterproof gaps or joints between surfaces. Includes sealant primers and caulks.
Shellac	Clear or pigmented coating formulated solely with the resinous secretions of the lac beetle, thinned with alcohol and formulated to dry by evaporation without chemical reaction. Excludes floor applications.
Solar Reflectance Index (SRI)	A measure of a material's ability to reflect solar heat, as shown by a small temperature rise. It is defined so that a standard black (reflectance 0.05, emittance 0.90) is equal to 0, and a standard white (reflectance 0.80, emittance of 0.90) is equal to 100.
Stain	Clear semi-transparent/opaque coating formulated to change the color but not conceal the grain pattern or texture of the substrate.
Varnish	Clear/semi-transparent coating, excluding lacquers and shellacs, formulated to dry by chemical reaction on exposure to air. May contain small amounts of pigment.



Volatile Aromatic Compound	Any hydrocarbon compound containing one or more 6-carbone benzene rings, and having an initial boiling point less than or equal to 280 degrees Celsius measured at standard conditions of temperature and pressure.
Volatile Organic Compound (VOC)	Any compound of carbon (excluding carbon monoxide, carbon dioxide, carbonic acid, metallic carbides or carbonates and ammonium carbonate) which vaporizes (becomes a gas) and participates in atmospheric photochemical reactions, as specified in Part 51.00 of Chapter 40 of the U.S. Code of Federal Regulations, at normal room temperatures. For the purposes of this specification, formaldehyde and acetaldehyde are considered to be VOCs. Waterproofing Sealer: A coating that prevents the penetration of water into porous substrates.

**1.5 LEED PROVISIONS:**

- A. Refer to the Addendum for the LEED rating to be achieved for this Project. The provisions to achieve this LEED rating are integrated within the Project construction documents and specifications. Additional LEED requirements are met through aspects of the Project design, including material and equipment selections, which may not be specifically identified as LEED Building requirements. Compliance with the requirements needed to obtain LEED prerequisites and credits will be used as one criterion to evaluate substitution requests.

**1.6 LEED BUILDING SUBMITTALS:**

- A. Scope: LEED Building Submittals are required for all permanently installed materials included in General Construction work. For Plumbing, Mechanical and Electrical work, LEED Building Submittals are only required for field-applied adhesives, sealants, paints and coatings. Voluntary inclusion of system components such as piping, pipe insulation, ducts, conduits, plumbing fixtures, faucets and lamp housings must be consistently applied to the Project’s LEED credits. Submit all required LEED Building Submittals in accordance with Section 01 33 00 SUBMITTAL PROCEDURES.
- B. Applicability: The extent of the LEED Building Submittals varies depending on the specification section. Applicable LEED Building Submittals are listed under the “LEED Building Submittals” heading in each specification section. The detailed requirements for the LEED Building Submittals are defined in Sub-Section 1.6 C below.
- C. Detailed Requirements: Sub-Sections 1.6 C.1 through 1.6 C.18 below define the information and documents to be submitted for each type of LEED Building Submittal as identified in the LEED Building Submittals heading in each specification section:
  - 1. LEED v4 Material and Resources (MR) Credits Calculator for Building Product Disclosure and Optimization (Disclosure and Optimization Calculator): With each submittal of a product permanently installed in the Project, the Contractor is responsible for the completion of the



Disclosure and Optimization Calculator, which can be found on USGBC's website. The Contractor must maintain an updated Disclosure and Optimization Calculator for all applicable products throughout the Project duration and submit the updated calculator on a monthly basis.

- a. The Disclosure and Optimization Calculator will record the information outlined in Items b.-c. below for all permanently installed products, the information outlined in Item d. below for all permanently installed concrete mixes, and the information outlined in Items e.-i. below for all permanently installed products that have the content, disclosure or optimization characteristics described herein:
- b. Cost breakdowns for the materials included in the Contractor or subcontractor's scope of work. Cost reporting must include itemized material costs (excluding the Contractor's labor, equipment, overhead and profit).
- c. The percentages (by weight) of post-consumer and/or post-industrial recycled content in the supplied product(s).
  - 1) For each product with recycled content, also indicate the total recycled content value ( $1/2 \times \text{pre-consumer percentage} \times \text{product value} + 1 \times \text{post-consumer percentage} \times \text{product value} = \text{total recycled content value}$ ).
  - 2) See additional requirements for concrete in section 1.6.C.1.d below.
- d. The percentage (by weight), relative to the total weight of cementitious materials, of supplementary cementitious materials or pozzolans such as fly ash used in each concrete mix used in the Project.
  - 1) For each concrete mix, submit a complete breakdown of all components, by weight and by cost.
- e. Identification (Yes/No) of materials manufactured, distributed and purchased within 100 miles of the Project site AND containing raw materials harvested or extracted within 100 miles of the Project site, if used in the Project, as well as the following information:
  - 1) Indicate the percentage by weight, relative to the total weight of the product that meets these criteria.
  - 2) Indicate the point of harvest/extraction/recovery of regional raw materials, the point of final assembly of regional manufactured products, and the distance from each point to the Project site.
- f. The percentage (by cost) of "Forest Stewardship Council (FSC) Certified" wood products, if used in the Project.
  - 1) Record all new wood products, indicating which are FSC-certified. Do not record reclaimed, salvaged, or recycled FSC-certified wood products.
  - 2) Reclaimed, salvaged, or recycled FSC-certified wood may be recorded as post-consumer recycled content.
- g. The number or percentage of products with Environmental Product Declarations (EPD), with fractional or multiplied values as indicated below. If a product used in the Project has an EPD Declaration, submit one of the following:
  - 1) EPD:
    - i. Product-Specific Declaration: Valued as one quarter (1/4) of a product
    - ii. Industry-Wide (Generic) EPD: Valued as one half (1/2) of a product
    - iii. Product-Specific Type III EPD: Valued as one whole product
  - 2) Documentation of third-party certification of impact reduction below industry average for at least three of the following categories, valued at 100%:
    - i. Global warming potential (greenhouse gases), in CO<sub>2</sub>e;
    - ii. Depletion of the stratospheric ozone layer, in kg CFC-11;
    - iii. Acidification of land and water sources, in moles H<sup>+</sup> or kg SO<sub>2</sub>;
    - iv. Eutrophication, in kg nitrogen or kg phosphate;
    - v. Formation of tropospheric ozone, in kg NO<sub>x</sub> or kg ethene; and depletion of nonrenewable energy resources, in MJ.



- 3) For 1) and 2) above, if a product is also sourced (extracted, manufactured, purchased) within 100 miles of the site, it is valued as two times the whole product.
  - 4) For 1) and 2) above, structure and enclosure materials may not constitute more than 30% of the value of compliant building products.
- h. The number or percentage of products for which Sourcing of Raw Materials has been documented, with fractional or multiplied values as indicated below. If a product used in the Project has documented Sourcing of Raw Materials, submit one of the following:
- 1) Corporate sustainability report (CSR). Submit one of the following:
    - i. Manufacturer's self-declared report: valued as half of a product
    - ii. Third-party verified CSR which include environmental impacts of extraction operations and activities associated with the manufacturer's product and the product's supply chain: valued as one whole product:
      1. Global Reporting Initiative (GRI) Sustainability Report
      2. Organisation for Economic Co-operation and Development (OECD) Guidelines for Multinational Enterprises
      3. U.N. Global Compact: Communication of Progress
      4. ISO 26000: 2010 Guidance on Social Responsibility
      5. Other USGBC approved programs meeting the CSR criteria
  - 2) Documentation of at least one of the responsible extraction criteria below:
    - i. Extended producer responsibility program, valued as half of a product
    - ii. Bio-based materials, valued as one whole product
    - iii. Certified Wood: Wood-based materials include all materials made from wood, including engineered wood products and wood-based panel products, valued as one whole product
    - iv. Material Reuse: Materials may be salvaged, refurbished, or reused, valued as one whole product.
    - v. Recycled content. The sum of post-consumer recycled content plus one-half the pre-consumer recycled content, based on cost, valued as one whole product.
    - vi. Other USGBC approved programs meeting leadership extraction criteria
  - 3) For 1) and 2) above, if a product is also sourced (extracted, manufactured, purchased) within 100 miles of the site: valued as two times the whole product.
  - 4) For 1) and 2) above, structure and enclosure materials may not constitute more than 30% of the value of compliant building products. Products meeting multiple criteria may only be counted once.
- i. The number or percentage of products for which Material Ingredients have been disclosed, with fractional or multiplied values as indicated below. If a product used in the Project discloses its Material Ingredients, submit one of the following:
- 1) Chemical inventory of the product to at least 0.1% (1000 ppm), documented by one of the following:
    - i. Manufacturer Inventory
    - ii. Health Product Declarations (HPDs)
    - iii. Cradle to Cradle (C2C) certifications
    - iv. Declare product labels
    - v. ANSI/BIFMA e3 Furniture Sustainability Standard (Furniture may be included, providing it is included consistently in all MR Credits.)





- 2) Documentation of compliance with one of the following material ingredient optimization criteria programs:
    - i. GreenScreen benchmarks
    - ii. Cradle to Cradle certifications
    - iii. REACH optimizations
    - iv. Other USGBC approved programs meeting building product optimization criteria
  - 3) Documentation that the product is sourced from a manufacturer that meets all of the below supply chain optimization criteria:
    - i. Manufacturer engages in validated and robust safety, health, hazard and risk programs which at a minimum document at least 99% (by weight) of the ingredients used to make the building product or building material
    - ii. Manufacturer provides independent third party verification of the following conditions for their supply chain, at a minimum:
      1. Processes are in place to communicate and transparently prioritize chemical ingredients along the supply chain according to available hazard, exposure and use information to identify those that require more detailed evaluation
      2. Processes are in place to identify, document, and communicate information on health, safety and environmental characteristics of chemical ingredients
      3. Processes are in place to implement measures to manage the health, safety and environmental hazard and risk of chemical ingredients
      4. Processes are in place to optimize health, safety and environmental impacts when designing and improving chemical ingredients
      5. Processes are in place to communicate, receive and evaluate chemical ingredient safety and stewardship information along the supply chain
      6. Safety and stewardship information about the chemical ingredients is publicly available from all points along the supply chain
  - 4) For 2) and 3) above, if a product is also sourced (extracted, manufactured, purchased) within 100 miles of the site: valued as two times the whole product. Products compliant with both 2) and 3) may only be counted once.
  - 5) For 1), 2), and 3) above, structure and enclosure materials may not constitute more than 30% of the value of compliant building products.
2. LEED v4 Indoor Environmental Quality Credit Low-Emitting Materials Calculator (EQ Calculator). With each relevant product submittal, the Contractor is responsible for the completion of the EQ Calculator, which can be found on USGBC's website. The Contractor must maintain an updated EQ Calculator throughout the Project duration for all applicable products and submit the updated calculator on a monthly basis.
- a. The EQ Calculator must record information for all relevant products as outlined below. Include the following documentation. Detailed requirements are listed in b. – j. below.
    - 1) Volume used of all field applied interior adhesives, sealants, paints & coatings.
    - 2) VOC content of all field-applied interior adhesives, sealants, paints, and coatings, listed in grams/liter or lbs./gallon, less water.
    - 3) General Emissions Evaluation for more than 90 percent of all field-applied interior paints, coatings, adhesives, and sealants, by volume, and for 100 percent of all flooring, ceilings, walls, and thermal and acoustic insulation.
    - 4) Composite Wood Evaluation for all composite wood not covered by other categories.
    - 5) Furniture Evaluation for 90% of all furniture, by cost.



- 6) For schools/healthcare only: Exterior-Applied Products Evaluation for 90% of all exterior applied materials, measured by volume. All batt insulation products must contain no added formaldehyde.
- b. VOC REQUIREMENTS, GENERAL: The following materials must meet the listed compliance requirements for emissions and content standards, for all applicable categories. All products must comply with each applicable threshold requirement. Refer to LEED BD+C Reference Guide, EQ Credit Low-Emitting Materials for additional guidance.
- 1) General Emissions Requirements: Products must demonstrate they have been tested and determined compliant in accordance with California Department of Public Health (CDPH), Standard Method v1.1-2010 or v1.2-2017, using the applicable exposure scenario, and stating the range of total VOCs (TVOC) after 14 days measured as specified in the CDPH Standard Method v1.1 as follows:
    - i. 0.5mg/m<sup>3</sup> or less;
    - ii. between 0.5 and 5.0 mg/m<sup>3</sup>; or,
    - iii. 0.50 mg/m<sup>3</sup> or more
  - 2) No product may contain any ingredients that are carcinogens, mutagens, reproductive toxins, persistent bioaccumulative compounds, hazardous air pollutants, or ozone-depleting compounds. An exception will be made for titanium dioxide and, for products that are pre-tinted by the manufacturer, carbon black, which must be less than or equal to 1% by weight of the product.
  - 3) No product may contain the following:
    - i. methylene chloride
    - ii. 1,1,1-trichloroethane
    - iii. benzene
    - iv. toluene
    - v. ethylbenzene
    - vi. vinyl chloride
    - vii. naphthalene
    - viii. 1,2-dichlorobenzene
    - ix. di (2-ethylhexyl) phthalate
    - x. butyl benzyl phthalate
    - xi. di-n-butyl phthalate
    - xii. di-n-octyl phthalate
    - xiii. diethyl phthalate
    - xiv. dimethyl phthalate
    - xv. isophorone
    - xvi. antimony
    - xvii. cadmium
    - xviii. hexavalent chromium
    - xix. lead
    - xx. mercury
    - xxi. formaldehyde
    - xxii. methyl ethyl ketone
    - xxiii. methyl isobutyl ketone
    - xxiv. acrolein
    - xxv. acrylonitrile
  - 4) No product may contain more than 1.0% by weight of sum total of volatile aromatic compounds.
- c. VOC REQUIREMENTS FOR INTERIOR ADHESIVES AND SEALANTS:
- 1) For field applications that are inside the weatherproofing system, use adhesives and sealants that comply with the following limits for VOC content when calculated



according to South Coast Air Quality Management District (SCAQMD) Rule #1168 requirements in effect on July 1, 2005, and rule amendment date January 7, 2005:

	Allowable VOC Content (g/L):
<b>Architectural Applications:</b>	
Indoor carpet adhesives	50
Carpet pad adhesives	50
Outdoor carpet adhesives	150
Wood flooring adhesives	100
Rubber floor adhesives	60
Subfloor adhesives	50
Ceramic tile adhesives	65
VCT and asphalt tile adhesives	50
Dry wall and panel adhesives	50
Cove base adhesives	50
Multipurpose construction adhesives	70
Structural glazing adhesives	100
Single ply roof membrane adhesives	250
<b>Specialty Applications:</b>	
PVC welding	510
CPVC welding	490
ABS welding	325
Plastic cement welding	250
Adhesive primer for plastic	550
Computer diskette manufacturing	350
Contact adhesive	80
Special purpose contact adhesive	250
Tire retread	100
Adhesive primer for traffic marking tape	150
Structural wood member adhesive	140
Sheet applied rubber lining operations specialty	850
Top and Trim adhesive	250
<b>Substrate Specific Applications:</b>	
Metal to metal substrate specific adhesives	30
Plastic foam substrate specific adhesives	50
Porous material (except wood) substrate specific adhesives	50
Wood substrate specific adhesives	30
Fiberglass substrate specific adhesives	80
<b>Sealants:</b>	
Architectural sealant	250
Marine deck sealant	760
Nonmember roof sealant	300
Roadway sealant	250
Single-ply roof membrane sealant	450
Other sealant	420
<b>Sealant Primers:</b>	
Architectural non-porous sealant primer	250
Architectural porous sealant primer	775



Modified bituminous sealant primer	500
Marine deck sealant primer	760
Other sealant primer	750
Other	
Other adhesives, adhesive bonding primers, adhesive primers or any other primers	250

- 2) For field applications that are inside the weatherproofing system, a minimum of 90 percent of adhesives and sealants, by volume, must comply with the requirements of the CDPH "Standard Method for the Testing and Evaluation of Volatile Organic Chemical Emissions from Indoor Sources Using Environmental Chambers."
- d. VOC REQUIREMENTS FOR INTERIOR PAINTS AND COATINGS:
- 1) For field applications that are inside the weatherproofing system, use paints and coatings that comply with the following limits for VOC content when calculated according to the California Air Resources Board (CARB) 2007, Suggested Control Measure (SCM) for Architectural Coatings, or the SCAQMD Rule #1113, effective June 3, 2011.

Product Type:	Allowable VOC Content (g/L):
Bond Breaker	350
Clear wood finishes - Varnish	275
Clear wood finishes – Sanding Sealer	275
Clear wood finishes - Lacquer	275
Colorant – Architectural Coatings, excluding IM coatings	50
Colorant – Solvent Based IM	600
Colorant - Waterborne IM	50
Concrete – Curing compounds	100
Concrete – Curing compounds for roadways & bridges	350
Concrete surface retarder	50
Driveway Sealer	50
Dry-fog coatings	50
Faux finishing coatings - Clear topcoat	100
Faux finishing coatings – Decorative Coatings	350
Faux finishing coatings - Glazes	350
Faux finishing coatings - Japan	350
Faux finishing coatings – Trowel applied coatings	50
Fire-proof coatings	150
Flats	50
Floor coatings	50
Form release compounds	100
Graphic arts (sign) coatings	150
Industrial maintenance coatings	100
Industrial maintenance coatings – High temperature IM coatings	420
Industrial maintenance coatings – Non-sacrificial anti-graffiti coatings	100
Industrial maintenance coatings – Zinc rich IM primers	100



Magnesite cement coatings	450
Mastic coatings	100
Metallic pigmented coatings	150
Multi-color coatings	250
Non-flat coatings	50
Pre-treatment wash primers	420
Primers, sealers and undercoaters	100
Reactive penetrating sealers	350
Recycled coatings	250
Roof coatings	50
Roof coatings, aluminum	100
Roof primers, bituminous	350
Rust preventative coatings	100
Stone consolidant	450
Sacrificial anti-graffiti coatings	50
Shellac- Clear	730
Shellac – Pigmented	550
Specialty primers	100
Stains	100
Stains, interior	250
Swimming pool coatings – repair	340
Swimming pool coatings – other	340
Traffic Coatings	100
Waterproofing sealers	100
Waterproofing concrete/masonry sealers	100
Wood preservatives	350
Low solids coatings	120

- 2) For field applications that are inside the weatherproofing system, 90 percent of paints and coatings must comply with the requirements of the CDPH's "Standard Method for the Testing and Evaluation of Volatile Organic Chemical Emissions from Indoor Sources Using Environmental Chambers."
  - e. LOW-EMITTING MATERIALS, FLOORING: Flooring must comply with the requirements of the CDPH's "Standard Method for the Testing and Evaluation of Volatile Organic Chemical Emissions from Indoor Sources Using Environmental Chambers."
  - f. LOW-EMITTING MATERIALS, COMPOSITE WOOD: Composite wood, agrifiber products, and adhesives must be made using ultra-low-emitting formaldehyde (ULEF) resins as defined in the CARB's "Airborne Toxic Control Measure to Reduce Formaldehyde Emissions from Composite Wood Products" or must be made with no added formaldehyde.
  - g. LOW-EMITTING MATERIALS, CEILINGS, WALLS, THERMAL, AND ACOUSTIC INSULATION: Ceilings, walls, and thermal and acoustic insulation must comply with the requirements of the CDPH's "Standard Method for the Testing and Evaluation of Volatile Organic Chemical Emissions from Indoor Sources Using Environmental Chambers."
  - h. LOW-EMITTING MATERIALS, FURNITURE: At least 90 percent of furniture, measured by cost, will be tested in accordance with ANSI/BIFMA Standard Method M7.1-2011; comply with ANSI/BIFMA e3-2011 Furniture Sustainability Standard, Sections 7.6.1 and 7.6.2, using either the concentration modeling approach or the emissions factor approach; and model the test results using the open plan, private office, or seating scenario in ANSI/BIFMA M7.1, as appropriate.
  - i. LOW-EMITTING MATERIALS, EXTERIOR APPLIED MATERIALS (HEALTHCARE/ SCHOOLS ONLY): At least 90 percent of exterior applied materials, measured by volume,



must comply with the requirements of the CDPH's "Standard Method for the Testing and Evaluation of Volatile Organic Chemical Emissions from Indoor Sources Using Environmental Chambers."

- 1) The following materials are prohibited and do not count toward total percentage compliance:
  - a) Hot-mopped asphalt for roofing.
  - b) Coal tar sealants for parking lots and other paved surfaces.
- j. **LOW-EMITTING MATERIALS, ADDITIONAL LOW-EMITTING REQUIREMENTS:** If the applicable regulation requires subtraction of exempt compounds, any content of intentionally added exempt compounds larger than 1% weight by mass (total exempt compounds) must be disclosed.
  - 1) If a product cannot reasonably be tested as specified above, testing of VOC content must comply with ASTM D2369-10; ISO 11890, part 1; ASTM D6886-03; or ISO 11890-2.
  - 2) Methylene chloride and perchloroethylene may not be intentionally added in adhesives, sealants, paints or coatings.
3. **BACK-UP DOCUMENTATION:** For each material listed in the Disclosure and Optimization Calculator or the EQ Calculator, provide and submit in accordance with Section 01 33 00 SUBMITTAL PROCEDURES, including but not limited to the documentation to certify the material's LEED Building attributes, as applicable:
  - a. **INSTALLATION ON LOCATION:** Submit indication of the installation location of products other than adhesives, sealants, paints and coatings. Installation locations should be categorized as one of the following:
    - 1) Ceiling
    - 2) Wall
    - 3) Floor
    - 4) Subfloor
    - 5) Built-In Cabinetry
    - 6) Free-Standing Cabinetry
    - 7) Vertical Structural Elements
    - 8) Overhead Structural Elements
  - b. **RECYCLED CONTENT:** Submit published product literature or letter of certification on the manufacturer's letterhead certifying the amounts of post-consumer and/or post-industrial content.
  - c. **REGIONAL SOURCING (WITHIN 100 MILES):** Submit published product literature or letter of certification on the manufacturer's letterhead indicating the city/state where the manufacturing plant is located, where each of the raw materials in the product were extracted, harvested or recovered, manufactured, distributed and the distance in miles from the Project site.
    - 1) If only some of the raw materials for a particular product or assembly originate within 100 miles of the Project site, provide the percentage (by weight) that these materials comprise in the complete product.
  - d. **BUILDING PRODUCT DISCLOSURE AND OPTIMIZATION:** Submit published third-party or manufacturer's product literature or letter of certification, on the third-party or manufacturer's letterhead, certifying the documented disclosure and optimization information.
  - e. **VOC EMISSIONS AND CONTENT:** Submit Material Safety Data Sheets (MSDS), for all applicable products. Applicable products include, but are not limited to adhesives, sealants, carpets, paints and coatings, flooring, composite wood, ceilings, walls, thermal and acoustic insulation, furniture, and for healthcare and schools, exterior applied products. MSDS must



indicate the VOC emissions and content of products submitted. (If an MSDS does not include a product's VOC emissions and content, then product data sheets, manufacturer literature, or a letter of certification from the manufacturer must be submitted in addition to the MSDS to indicate the VOC emissions and content). Submit product third-party certificates and test reports, stating the testing methodology and the model, to include units that are consistent with those required. For wet-applied products, the manufacturer's documentation must state each product's classification and application according to the referenced standard's definition.

4. **PRODUCT CUT SHEETS:** Submit product cut sheets with the Contractor's or sub-contractor's stamp, confirming that the submitted products are the products installed in the Project.
5. **FSC-CERTIFIED WOOD:** If FSC-Certified Wood is used in the Project, submit:
  - a. Copies of vendor's invoices itemizing all new wood purchases, showing the cost for each line item.
  - b. For FSC-certified products, the vendor invoice must list product's FSC content percent and its Chain-of-Custody (CoC) certification number.
  - c. For FSC-certified products, submit the product and producer's CoC certificates.
  - d. For FSC-certified products modified on-site, submit on-site installer's CoC certification.
  - e. For assemblies, submit the percentage (by cost and by weight) of the assembly that is FSC-certified wood and published product literature or letter from the manufacturer (on the manufacturer's letterhead) verifying the percentage that is FSC-certified wood.
6. **HIGH ALBEDO PAVING AND WALKWAY MATERIALS:** For paving and walkway materials made from concrete or brick, submit published product literature or letter from the manufacturer (on the manufacturer's letterhead) verifying a minimum 3-year aged Solar Reflectance (SR) value of 0.28. If 3-year aged value information is not available, submit published product literature or letter verifying an initial SR value of at least 0.33 at installation.
7. **HIGH ALBEDO ROOFING MATERIALS:** For exposed roofing membranes, pavers, and ballast products, submit published product literature or letter from the manufacturer (on the manufacturer's letterhead) verifying the following minimum Solar Reflectance Index (SRI) values, calculated according to ASTM E 1980. Reflectance will be measured according to ASTM E 903, ASTM E 1918, or ASTM C 1549. Emittance will be measured according to ASTM E 408 or ASTM C 1371. Vegetated roof surfaces are exempt from the SRI criteria.
  - a. 82 for initial SRI, or 64 for 3-year aged SRI for low-sloped roofing applications (slope  $\leq$  2:12)
  - b. 39 for initial SRI or 32 for 3-year aged SRI for steep-sloped roofing applications (slope  $>$  2:12)
8. **LOW MERCURY LAMPS:** For all fluorescent, compact fluorescent and HID lamps installed in the Project, submit the total number of each lamp type and submit published product literature or letter from the manufacturer (on the manufacturer's letterhead) verifying the following information. Preheat, T-9, T-10 and T-12 fluorescents or mercury vapor high-intensity discharge (HID) lamps must not be installed in the Project. For healthcare projects only, probe-start metal halide HID lamps must not be installed in any interior spaces.
  - a. The mercury content or content range per lamp in milligrams or picograms, meeting the following criteria;

Lamp	Maximum Mercury Content (milligram)
T-8 fluorescent, eight-foot	10 mg
T-8 fluorescent, four-foot	3.5 mg
T-8 fluorescent, U-bent	6 mg
T-5 fluorescent, linear	2.5 mg
T-5 fluorescent, circular	9 mg
Compact fluorescent, nonintegral ballast	3.5 mg
Compact fluorescent, integral ballast	3.5 mg, ENERGY STAR qualified



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High-pressure sodium, up to 400 watts	10 mg
High-pressure sodium, above 400 watts	32 mg

- b. The design light output per lamp (light at 40% of a lamp’s useful life) in lumens; and
  - c. The rated average life of the lamp in hours.
- 9. EXIT SIGNS: Illuminated exit signs must not contain mercury, and must use less than 5 watts of electricity.
- 10. CONCRETE: Submit concrete mix design for each mix, designated by a distinct identifying code or number and signed by a Professional Engineer licensed in the state of New York.
- 11. INTERIOR LIGHTING FIXTURES: For each lighting fixture type installed within the building’s weather barrier, submit manufacturer’s cut sheets indicating the following:
  - a. Fixture power in watts.
  - b. Initial lamp lumens.
  - c. Photometric distribution data.
  - d. Dimming capability, in range of percentages.
- 12. EXTERIOR LIGHTING FIXTURES: For each lighting fixture type installed on site, submit manufacturer’s cut sheets indicating the following:
  - a. Fixture power in watts.
  - b. Initial lamp lumens.
  - c. Photometric distribution data.
  - d. Range of field adjustability, if any.
  - e. Warranty of suitability for exterior use.
- 13. ALTERNATIVE TRANSPORTATION: Submit manufacturer’s cut sheets and/or shop drawings for the following items installed on site:
  - a. Bike racks, including total number of bicycle slots provided.
  - b. Signage indicating parking spaces reserved for electric or low-emitting vehicles and for carpools/vanpools, including total number of signs.
- 14. WATER CONSERVING FIXTURES: For all water consuming plumbing fixtures and fittings, submit manufacturer’s cut sheets showing maximum flow rates and/or flush rates.
- 15. ENERGY SAVING APPLIANCES: Submit manufacturer’s cut sheets and published product literature or letter from the manufacturer (on the manufacturer’s letterhead) verifying the product’s rating under the U.S. EPA/DOE Energy Star program, for all of the following:
  - a. Appliances (i.e., refrigerators, dishwashers, microwave ovens, televisions, clothes washers, clothes dryers, chilled water dispensers).
  - b. Office equipment (i.e., copy machines, fax machines, plotters/printers, scanners, binding and publishing equipment).
  - c. Electronics (i.e., servers, desktop computers, computer monitor displays, laptop computers, network equipment).
  - d. Commercial food service equipment.
- 16. GLAZING: For glazing in any windows, doors, storefront and window wall systems, curtainwall systems, skylights, and partitions, submit manufacturer’s cut sheets indicating the following:
  - a. Glazed area.
  - b. Visible light transmittance.
  - c. Solar heat gain coefficient.
  - d. Fenestration assembly u-factor.





17. VENTILATION: Submit manufacturer's cut sheets for the following:
  - a. Carbon dioxide monitoring systems, if any, installed to measure outside air delivery.
  - b. Air filters: for detailed requirements refer to Section 01 81 19 INDOOR AIR QUALITY REQUIREMENTS FOR LEED BUILDINGS.
18. REFRIGERATION: For all refrigeration equipment, submit manufacturer's cut sheets indicating the following:
  - a. Equipment type.
  - b. Equipment life. Default values specified by the 2007 ASHRAE Applications Handbook will be used unless otherwise demonstrated by the manufacturer's guarantee and an equivalent long-term service contract.
  - c. Refrigerant type.
  - d. Refrigerant charge in pounds of refrigerant per ton of gross cooling capacity.
  - e. Tested refrigerant leakage rate, in percent per year. A default rate of 2% will be used unless otherwise demonstrated by test data.
  - f. Tested end-of-life refrigerant loss, in percent. A default rate of 10% will be used unless otherwise demonstrated by test data.

#### **1.7 LEED BUILDING SUBMITTAL REQUIREMENTS:**

- A. The LEED Building Submittal information must be assembled into one package per contract specification section(s) (or per subcontractor), and submitted in accordance with Section 01 33 00 SUBMITTAL PROCEDURES. Incomplete or inaccurate LEED Building Submittals may be used as the basis for the rejection of products or assemblies.
- B. All final LEED Building Submittal information with back-up documentation must be submitted within two (2) months of the Project's substantial completion. If in the Project's LEED review, the USGBC or their third party reviewer requires additional documentation as it relates to the LEED Building Submittals, the Contractor must provide the requested documentation within two (2) weeks.

#### **1.8 LEED ACTION PLANS:**

- A. Construction Waste Management Plan- Refer to Section 01 74 19 CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL for detailed requirements.
- B. Construction IAQ Management Plan- Refer to Section 01 81 19 INDOOR AIR QUALITY REQUIREMENTS FOR LEED BUILDINGS for detailed requirements.
- C. Erosion and Sedimentation Control (ESC) Plan:
  1. The Plan must be in accordance with the New York State Department of Environmental Conservation (NYSDEC)'s New York State Standards and Specifications for Erosion and Sediment Control (Blue Book) or the 2012 EPA Construction General Permit, whichever is more stringent.
  2. The Plan must be submitted in accordance with Section 01 33 00 SUBMITTAL PROCEDURES.
  3. Detailed requirements: ESC Plan
    - a. Include the Stormwater Pollution Prevention Plan, if required.
    - b. Identify the party responsible for Plan monitoring and documentation. The party must be regularly on site.
    - c. Describe all site work that will be implemented on the Project and include timing of implementation.



- d. Submit site plan with location of ESC measures, including, but not limited to, stormwater quantity controls, stormwater quality controls, stabilized construction entrances, washdown areas, inlet/catch basin protection and perimeter controls.
  - e. Establish and clearly delineate construction buffer zones to avoid soil compaction and other construction damage to greenfields.
  - f. Describe the inspection and maintenance protocols of the ESC measures. Submit a construction schedule indicating weekly site review.
  - g. Describe reporting and documentation measures.
4. Detailed requirements: ESC Tracking Log
- a. Note date of major rain events, describe damage, describe any repairs or maintenance of specific control measures performed, and note responsible party.
  - b. Note date and findings of weekly site review, describe any repairs or maintenance performed, and note responsible party. Submit date-stamped photographs, inspection reports or other recording processes.
  - c. Submit monthly.
5. Implementation
- a. Before Demolition and/or Construction begins, the Contractor will implement the ESC Plan, coordinate the Plan with all affected trades, and designate one individual as the Erosion and Sedimentation Control Representative, who will be responsible for communicating the progress of the Plan with the Commissioner monthly, and for assembling the required LEED documentation.
  - b. The Contractor is responsible for the provision, maintenance, and repair of all ESC measures. Any problems identified in site inspections must be resolved in a timely manner.
  - c. Demonstration. The Contractor must provide on-site instruction of proper construction practices required to prevent erosion and sedimentation.
  - d. All subcontractors must promptly notify the ESC Representative if damage to an ESC measure is observed.
  - e. Meetings. Urgent or ongoing ESC issues must be discussed at weekly on-site job meetings.
6. All projects, including zero lot line buildings and projects that cause minimal or even no exterior site disturbance, must have ESC Plan that meets requirements.
7. Contractor must save such original documents for the life of the Project plus seven (7) years.

#### **1.9 QUALITY ASSURANCE:**

- A. The Contractor must implement all LEED Action Plans, coordinate the Plans and LEED Building Submittals with all affected trades, and designate one individual as the Sustainable Construction Representative at no additional cost to the City of New York, who will be responsible for communicating the progress of LEED activities with the Commissioner monthly, and for assembling the required LEED documentation. The Contractor must facilitate measurements taken by authorized parties on site for LEED compliance verification purposes.
- B. Responsibilities of Contractor's Subcontractors: The Contractor is responsible for his/her subcontractors complying with the LEED Action Plans and for providing required LEED documentation as required for the Project.
- C. Distribution and Compilation: The Contractor is responsible for distributing the LEED v4 MR Credits Calculator for Building Product Disclosure and Optimization, the LEED v4 EQ Credit Low-Emitting Materials Calculator, and any other forms or templates required for the subcontractors to record LEED documentation. The Contractor is also responsible for collecting and compiling Building Product Disclosure and Optimization and Low-Emitting Materials information into packages as described in Section 01 33 00 SUBMITTAL PROCEDURES.
- D. Meetings: Sustainable design and construction issues must be discussed at the following meetings in accordance with Section 01 31 00 PROJECT MANAGEMENT AND COORDINATION:
  1. Demolition kick-off meeting



2. Construction kick-off meeting
3. Construction kick-off meeting for LEED (independent meeting)
4. Weekly job-site progress and coordination meetings
5. Closeout meeting

#### **1.10 REFERENCES:**

- A. New York State Standards and Specifications for Erosion and Sediment Control, amended November 2016: [http://www.dec.ny.gov/docs/water\\_pdf/2016nysstanec.pdf](http://www.dec.ny.gov/docs/water_pdf/2016nysstanec.pdf)
- B. 2012 EPA Construction General Permit: <https://www.epa.gov/npdes/epas-2012-construction-general-permit-cgp-and-related-documents>
- C. South Coast Air Quality Management District (SCAQMD), Rule 1168: [www.aqmd.gov](http://www.aqmd.gov)
- D. South Coast Air Quality Management District (SCAQMD), Rule 1113: [www.aqmd.gov](http://www.aqmd.gov)
- E. CDPH Standard Method v1.1-2010: [www.cal-iaq.org](http://www.cal-iaq.org)
- F. ISO 17025: [www.iso.org](http://www.iso.org)
- G. ISO Guide 65: [www.iso.org](http://www.iso.org)
- H. CARB 93120 ATCM: [arb.ca.gov/toxics/compwood/compwood.htm](http://arb.ca.gov/toxics/compwood/compwood.htm)
- I. ANSI/BIFMA M7.1 Standard Test Method for Determining VOC Emissions from Office Furniture Systems, Components and Seating: [bifma.org](http://bifma.org)
- J. ANSI/BIFMA e3-2011 Furniture Sustainability Standard: [bifma.org](http://bifma.org)
- K. ISO 14021–1999, Environmental labels and declarations—Self Declared Claims (Type II Environmental Labeling): [www.iso.org](http://www.iso.org)
- L. ISO 14025–2006, Environmental labels and declarations (Type III Environmental Labeling): [www.iso.org](http://www.iso.org)
- M. ISO 14040–2006, Environmental management, Life cycle assessment principles, and frameworks: [www.iso.org](http://www.iso.org)
- N. ISO 14044–2006, Environmental management, Life cycle assessment requirements, and guidelines: [www.iso.org](http://www.iso.org)
- O. International Standard ISO 21930–2007 Sustainability in building construction—Environmental declaration of building products: [www.iso.org](http://www.iso.org)
- P. Federal Trade Commission, Guides for the Use of Environmental Marketing Claims, 16 CFR 260.7 (e): [www.ftc.gov/bcp/gnrule/guides980427.htm](http://www.ftc.gov/bcp/gnrule/guides980427.htm)
- Q. Global Reporting Initiative (GRI) Sustainability Report: [www.globalreporting.org/](http://www.globalreporting.org/)
- R. Organisation for Economic Co-operation and Development (OECD) Guidelines for Multinational Enterprises: [www.oecd.org/daf/internationalinvestment/guidelinesformultinationalenterprises/](http://www.oecd.org/daf/internationalinvestment/guidelinesformultinationalenterprises/)
- S. U.N. Global Compact, Communication on Progress: [www.unglobalcompact.org/participation/report/cop](http://www.unglobalcompact.org/participation/report/cop)
- T. ISO 26000—2010 Guidance on Social Responsibility: [www.iso.org/iso/home/standards/iso26000.htm](http://www.iso.org/iso/home/standards/iso26000.htm)
- U. Forest Stewardship Council: [www.ic.fsc.org](http://www.ic.fsc.org)
- V. Sustainable Agriculture Network: [www.sanstandards.org](http://www.sanstandards.org)
- W. The Rainforest Alliance: [www.rainforest-alliance.org/](http://www.rainforest-alliance.org/)
- X. ASTM Test Method D6866: [www.astm.org/Standards/D6866.htm](http://www.astm.org/Standards/D6866.htm)



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Division 01 – DDC STANDARD GENERAL CONDITIONS  
SINGLE CONTRACT PROJECTS  
Issue Date: July 1, 2022

- Y. Chemical Abstracts Service: [www.cas.org/](http://www.cas.org/)
- Z. Health Product Declaration: [www.hpd-collaborative.org/](http://www.hpd-collaborative.org/)
- AA. Cradle-to-Cradle CertifiedCM Product Standard: [www.c2ccertified.org/product\\_certification](http://www.c2ccertified.org/product_certification)
- BB. Registration, Evaluation, Authorisation and Restriction of Chemicals (REACH):  
[www.echa.europa.eu/support/guidance-on-reach-and-clp-implementation](http://www.echa.europa.eu/support/guidance-on-reach-and-clp-implementation)
- CC. GreenScreen: [www.greenscreenchemicals.org/method/greenscreen-list-translator](http://www.greenscreenchemicals.org/method/greenscreen-list-translator)

**PART II – PRODUCTS (Not Used)**

**PART III – EXECUTION (Not Used)**

**END OF SECTION 01 81 13.04**



**SECTION 01 81 13.10  
ENVIRONMENTALLY PREFERABLE PURCHASING (EPP) COMPLIANCE**

**REFER TO THE ADDENDUM FOR APPLICABILITY OF THIS SECTION 01 81 13.10**

**PART I – GENERAL**

**1.1 RELATED DOCUMENTS:**

- A. The following documents apply to all required work for the Project: (1) the Contract Drawings, (2) the Specifications, (3) the General Conditions, (4) the Addendum, and (5) the Contract [City of New York Standard Construction Contract].

**1.2 SUMMARY:**

- A. This Section includes administrative and procedural requirements for all equipment, material and product purchasing to comply with the requirements of New York City Environmentally Preferable Purchasing (EPP) “Minimum Standards for Construction Products”, as established by the Mayor’s Office of Contract Services (MOCS). Refer to their website for further guidance.
- B. All sections in the Project Specifications with applicable equipment, materials and products will follow all requirements of this section. In the event of any conflict or inconsistency between this section and the Specifications, the more stringent requirements will prevail.
- C. This Section includes:
  - 1. Definitions
  - 2. Administrative Requirements
  - 3. Action Submittals
  - 4. Informational Submittals
  - 5. Products, Materials

**1.3 RELATED SECTIONS: Include without limitation the following:**

- A. Section 01 10 00 SUMMARY
- B. Section 01 33 00 SUBMITTAL PROCEDURES
- C. Section 01 78 39 CONTRACT RECORD DOCUMENTS

**1.4 DEFINITIONS:**

- A. Refer to Article 2 of the Contract for definition of terms, words and expressions used in the General Conditions not otherwise defined herein.

<u>Term</u>	<u>Definition</u>
Environmentally Preferable Purchasing (EPP) Minimum Standards for Construction Products	The standard that refers to a list of equipment, materials and products that may be specified in construction contracts covered by the EPP laws and provides the applicable minimum standards referenced in the laws.  See EPP Minimum Standards for Constructions Products available on MOCS’ website for a comprehensive list of all applicable definitions.



### **1.5 ADMINISTRATIVE REQUIREMENTS:**

- A. At no additional cost to the City of New York, designate an individual who will be responsible for the communication of progress of EPP activities with the Commissioner on a regular basis and for the quality of all EPP-related materials and preparation, coordination and assembly of the supporting documentation.
- B. Scope and Applicability: Action submittals and informational submittals are required for all installed equipment, materials and products that require EPP compliance. Provide all required submittals in accordance with Section 01 33 00 SUBMITTAL PROCEDURES.
- C. Distribution and Compilation: The Contractor must coordinate with all affected trades and is responsible for his/her subcontractors complying with the EPP requirements and for providing required EPP documentation as required for the project. The Contractor is responsible for distributing the forms or templates required for the subcontractors to record EPP documentation. The Contractor is also responsible for collecting and compiling information into packages as described in Section 01 33 00 SUBMITTAL PROCEDURES.
- D. The Contractor must respond in a timely manner to questions and requests from the Commissioner, Design Consultant and MOCS regarding EPP requirements that are the responsibility of the Contractor. Document responses as informational submittals.

### **1.6 ACTION SUBMITTALS:**

- A. General Requirements:
  - 1. EPP Documentation Submittals for applicable and compliant product data, as stated in the EPP Minimum Standards for Construction Products, is to be documented in the form of a Vendor Survey and supporting manufacturer's data sheets highlighting EPP compliance-related data. Include in the Vendor Survey the anticipated quantity of product purchased and cost per unit data. See attached sample Vendor Survey form.
  - 2. Compliance with EPP requirements will be used as one criterion to evaluate product selection. Assemble EPP Documentation Submittal information into one package per contract specification section(s) (or per subcontractor). Incomplete or inaccurate EPP Documentation submittals may be used as the basis for the rejection of products or assemblies.
  - 3. Update the quantities and costs in the Vendor Survey once products are approved and purchased and document as information submittal.

### **1.7 INFORMATIONAL SUBMITTALS**

- A. For each registered contract, the Contractor must maintain a Master Vendor Survey, an updated tracking log of all equipment, materials and products purchased on a contract that are required to comply with EPP. Submit the Master Vendor Survey on a monthly basis and update the costs once products are purchased.
  - 1. Upon request by MOCS, submit the Master Vendor Survey and supporting documents.
- B. EPP Progress Reports: Concurrent with each Application for Payment, submit reports of purchasing activities for each of the EPP-applicable equipment, materials and products listed in Sub-section C below.
- C. Project Materials Cost Data: For Vendor Survey and EPP Progress Reports, include breakout of costs for the following categories of items:



1. Appliances.
2. Architectural Coatings.
3. HVAC Equipment.
4. Lighting Products.
5. Miscellaneous Products – Construction.
6. Plumbing Fixtures.

**PART II – PRODUCTS**

**2.1 MATERIALS:**

A. Detailed Requirements. This sub-section defines the information and documents to be provided for each EPP-applicable equipment, material and product type, as identified in each specification section:

1. Appliances – Residential:

All energy-using products for which the United States Environmental Protection Agency and the United States Department of Energy have developed energy efficiency standards for compliance with the Energy Star program shall be ENERGY STAR labeled. The following residential appliances shall comply with this requirement:

- a. Clothes Washers
- b. Dehumidifiers
- c. Dishwashers, Standard-Sized
- d. Freezers, Upright, Chest and Compact
- e. Refrigerators and Refrigerator-Freezers, Standard-Sized and Compact

Microwave Ovens shall comply with the following requirements:

- a. Recommended Standby Levels: 2 watts or less
- b. Best Available Standby Level: 2 watts or less

2. Architectural Coatings:

a. For the products listed below, the maximum content of Volatile Organic Compounds (VOCs) shall be determined according to the American Society for Testing and Materials test method D 5116 (Guide for Small-Scale Environmental Chamber Determinations of Organic Emissions from Indoor Materials/Products).

<b>Architectural Coating</b>	<b>Maximum Concentration of VOC in Grams per Liter</b>
Clear Wood Coating – Clear-Brushing lacquers	275
Clear Wood Coating – Sanding Sealers (Other than Lacquers)	275
Clear Wood Coating –Varnishes	275
Floor Coatings	100
Lacquers - Pigmented	275
Primers for Flat Paint	100
Primers for Non-Flat Paint	150
Rust Preventative/Anti-Corrosive Paint	250



b. Any product listed below that is compliant with Part 205 of Title Six of the New York Codes, Rules and Regulations meets the standard required under EPP Minimum Standards for Construction Products. The maximum content of VOCs for these products shall be determined according to the test method required under part 205.6 of such part.

<b>Architectural Coating</b>	<b>Maximum Concentration of VOC in Grams per Liter</b>
Clear Wood Coating – Conversion Varnishes	725
Clear Wood Coating – Lacquers (Including Lacquer Sanding Sealers)	550
Concrete Bond Breakers	350
Concrete Curing Compounds	350
Concrete Surface Retarders	780
Dry Fog Coatings	400
Faux Finishing Coatings	350
Fire-Resistive Coatings	350
Fire-Retardant Coatings	650
Fire-Retardant Coatings - Opaque	350
Flat Paint	100
Form Release Compounds	250
Graphic Arts Coatings (Sign Paints)	500
High Temperature Coatings	420
Industrial Maintenance (IM) Coatings	340
Low Solids Coatings	120
Magnesite Cement Coatings	450
Mastic Texture Coatings	300
Metallic Pigmented Coatings	500
Multi-Color Coatings	500
Nonflat High-Gloss Coatings	250
Nonflat Paint	150
Pre-Treatment Wash Primers	420
Primers, Sealers, and Undercoaters	200
Quick-Dry Enamels	250
Quick-Dry Primers, Sealers, and Undercoaters	200
Recycled Coatings	250
Roof Coatings	250
Roof Coatings (Bituminous)	300
Roof Primers (Bituminous)	350
Shellacs – Clear	730
Shellacs – Opaque	550
Specialty Primers, Sealers and Undercoaters	350
Stains	250
Swimming Pool Coatings and Swimming Pool Repair and Maintenance Coatings	340
Thermoplastic Rubber Coatings and Mastics	550
Waterproofing Concrete / Masonry Sealers	400
Waterproofing Sealers	250
Wood Preservatives	350





c. The products listed below shall be recovered material and comply with the Post-consumer Content and Total Recovered Materials Content requirements.

<b>Architectural Coating</b>	<b>Post-consumer Content (%)</b>	<b>Total Recovered Materials Content (%)</b>
Latex Paint – Consolidated	100	100
Latex Paint – Reprocessed White, Off-White and Pastel Colors	20	20
Latex Paint – Reprocessed Grey, Brown, Earthtones and Other Dark Colors	50-99	50-99

3. HVAC Equipment: Commercial and Residential

a. Commercial

All energy-using products for which the United States Environmental Protection Agency and the United States Department of Energy have developed energy efficiency standards for compliance with the Energy Star program shall be ENERGY STAR labeled. The following Commercial HVAC Equipment shall comply with this requirement:

1. Air Conditioners, Air-Cooled
2. Air Conditioners, Gas/Electric Package Units
3. Heat Pumps, Air Source

Chillers shall comply with the following Part Load Optimized Chillers IPLV and Full Load Optimized Chillers IPLV requirements:

<b>Type</b>	<b>Compressor Type and Capacity</b>	<b>Part Load Optimized Chillers IPLV (kW/ton) Required</b>	<b>Full Load Optimized Chillers IPLV (kW/ton) Required</b>
Air-Cooled	Scroll (30 – 60 tons)	0.86 or less	1.23 or less 1.1
Air-Cooled	Reciprocating (30 – 150 tons)	0.90 or less	1.23 or less 1
Air-Cooled	Screw (70 – 200 tons)	0.98 or less	1.23 or less 0.94
Water-Cooled	Centrifugal (150 – 299 tons)	0.52 or less	0.59 or less
Water-Cooled	Centrifugal (300 – 2,000 tons)	0.45 or less	0.56 or less
Water-Cooled	Rotary Screw (>150 tons)	0.49 or less	0.64 or less

b. Residential

All energy-using products for which the United States Environmental Protection Agency and the United States Department of Energy have developed energy efficiency standards for compliance with the Energy Star program shall be ENERGY STAR labeled. The following Residential HVAC Equipment shall comply with this requirement:

1. Air Conditioners, Central (<65,000 Btu/h)



2. Air Conditioners, Central, Gas/Electric Package Units (<65,000 Btu/h)
3. Air Source Heat Pumps (<65,000 Btu/h)
4. Boilers and Boiler/Hot Water Heaters (<300,000 Btu/h)
5. Ceiling Fans
6. Furnaces and Furnace/Hot Water Heaters (<340,000 Btu/h)
7. Ground Source Heat Pumps (Geothermal)
8. In-Line Ventilating Fan
9. Programmable Thermostats
10. Range Hood and Bathroom /Utility Room Ventilating Fans
11. Room Air Cleaners
12. Room Air Conditioners

4. Lighting Products

a. The following lighting products shall comply with the corresponding BEF requirement:

Product Type	Number of Lamps	Required BEF
Ballast, Fluorescent, Four-Foot, Linear T12, 34-Watts	1	2.64 or higher
Ballast, Fluorescent, Four-Foot, Linear T12, 34-Watts	2	1.41 or higher
Ballast, Fluorescent, Four-Foot, Linear T12, 34-Watts	3	0.93 or higher
Ballast, Fluorescent, Eight-Foot, Linear T12, 60-Watts	2	0.80 or higher
Ballast, Fluorescent, Four-Foot, Linear T8, 32-Watts	1	2.54 or higher
Ballast, Fluorescent, Four-Foot, Linear T8, 32-Watts	2	1.44 or higher
Ballast, Fluorescent, Four-Foot, Linear T8, 32-Watts	3	1.44 or higher
Ballast, Fluorescent, Four-Foot, Linear T8, 32-Watts	4	0.73 or higher
Ballast, Fluorescent, Eight-Foot, Linear T8, 59-Watts	2	0.80 or higher
Ballast, Fluorescent, Four-Foot, U-Bent T12, 34-Watts	1	2.64 or higher
Ballast, Fluorescent, Four-Foot, U-Bent T12, 34-Watts	2	1.41 or higher
Ballast, Fluorescent, Four-Foot, U-Bent T12, 34-Watts	3	0.93 or higher
Ballast, Fluorescent, U-Tube, U-Bent T8, 32-Watts	1	2.54 or higher
Ballast, Fluorescent, U-Tube, U-Bent T8, 32-Watts	2	1.44 or higher
Ballast, Fluorescent, U-Tube, U-Bent T8, 32-Watts	3	0.93 or higher
Ballast, Fluorescent, U-Tube, U-Bent T8, 32-Watts	4	0.73 or higher

b. All energy-using products for which the United States Environmental Protection Agency and the United States Department of Energy have developed energy efficiency standards for compliance with the Energy Star program shall be ENERGY STAR labeled. The following Lighting Products shall comply with this requirement:

1. Exit Signs
2. Luminaires, Residential



c. Luminaires, Downlight, With Compact Fluorescent Lamps (13-32 Lamp Wattage) shall comply with the following LER requirements:

Luminaire Type (NEMA Designation)	Required LER
Open Optics	29 or higher
Baffled Optics	21 or higher
Lensed Optics	24 or higher

d. Luminaires, Downlight, With Metal Halide Lamps (<150 Watts) shall comply with the following LER requirements:

Luminaire Type (NEMA Designation)	Required LER
Open Optics	35 or higher
Lensed Optics	30 or higher

e. Luminaires, Fluorescent shall comply with the following LER requirements:

Luminaire Type (NEMA Designation)	Number of Lamps	Required LER
Lensed (FL)	2	62 or higher
Lensed (FL)	3	61 or higher
Lensed (FL)	4	61 or higher
VDT-Preferred Louvered (FP)	2	50 or higher
VDT-Preferred Louvered (FP)	3	51 or higher
VDT-Preferred Louvered (FP)	4	54 or higher
Four-Foot (FW)	2	63 or higher
Four-Foot (FW)	4	62 or higher
Four-Foot (FS)	1	70 or higher
Four-Foot (FS)	2	70 or higher
Four-Foot (FI)	1	67 or higher
Eight-Foot (FI)	2	68 or higher

f. Luminaires, Industrial HID, With High Pressure Sodium Lamps (<150 Lamp Wattage) shall comply with the following LER requirements:

Upward Efficiency	Lamp Wattage	Closed Fixture (HR) LER Required	Open Fixture (HR) LER Required
0%	150-399	58 or higher	68 or higher
0%	400-999	63 or higher	84 or higher
0%	>1000	N/A	N/A
1%-10%	150-399	64 or higher	63 or higher
1%-10%	400-999	82 or higher	89 or higher
1%-10%	>1000	N/A	109 or higher
11%-20%	150-399	N/A	78 or higher



11%-20%	400-999	N/A	94 or higher
11%-20%	>1000	N/A	N/A
>20%	150-399	75 or higher	77 or higher
>20%	400-999	N/A	N/A
>20%	>1000	N/A	N/A

5. Miscellaneous Products – Construction

- a. For the products listed below, the maximum content of Volatile Organic Compounds (VOCs) shall be determined according to the American Society for Testing and Materials test method D 5116 (Guide for Small-Scale Environmental Chamber Determinations of Organic Emissions from Indoor Materials/Products). The products may not contain any volatile organic compound in any concentration exceeding that specified below. Products that are compliant with the Green Label Plus program of the Carpet and Rug Institute are also compliant with this standard.

<b>Carpet Adhesives</b>		
<b>Volatile Organic Compound</b>	<b>24-Hour Testing Maximum Emission Factor (µg/m<sup>2</sup>•hr)</b>	<b>14-Day Testing Maximum Emission Factor (µg/m<sup>2</sup>•hr)</b>
Formaldehyde	50	31
2-ethyl-1-hexanol	300	300
Total Volatile Organic Compounds	800	N/A
<b>Carpet Cushions</b>		
<b>Volatile Organic Compound</b>	<b>24-Hour Testing Maximum Emission Factor (µg/m<sup>2</sup>•hr)</b>	<b>14-Day Testing Maximum Emission Factor (µg/m<sup>2</sup>•hr)</b>
Butylated Hydroxytoluene	300	N/A
Formaldehyde	50	N/A
4-Phenylcyclohexene (4PCH)	50	N/A
Total Volatile Organic Compounds	1000	N/A
<b>Carpets</b>		
<b>Volatile Organic Compound</b>	<b>24-Hour Testing Maximum Emission Factor (µg/m<sup>2</sup>•hr)</b>	<b>14-Day Testing Maximum Emission Factor (µg/m<sup>2</sup>•hr)</b>
Formaldehyde	50	30
4-Phenylcyclohexene	50	17
Styrene	410	410
Total Volatile Organic Compounds	500	N/A



- b. The products listed below shall comply with the Recycled Post-consumer Content and Total Recovered Materials Content requirements.

<b>Carpet Cushion – Bonded Polyurethane</b>		
<b>Material</b>	<b>Recovered Post-consumer Content (%)</b>	<b>Total Recovered Materials Content (%)</b>
Old Carpet Cushion	15-50	15-50
<b>Carpet Cushion – Jute</b>		
<b>Material</b>	<b>Recovered Post-consumer Content (%)</b>	<b>Total Recovered Materials Content (%)</b>
Burlap	40	40
<b>Carpet Cushion – Rubber</b>		
<b>Material</b>	<b>Recovered Post-consumer Content (%)</b>	<b>Total Recovered Materials Content (%)</b>
Tire Rubber	60-90	60-90
<b>Carpet Cushion – Synthetic Fibers</b>		
<b>Material</b>	<b>Recovered Post-consumer Content (%)</b>	<b>Total Recovered Materials Content (%)</b>
Carpet Fabrication Scrape	No Range Recommended	100
<b>Cement and Concrete</b>		
<b>Material</b>	<b>Recovered Post-consumer Content (%)</b>	<b>Total Recovered Materials Content (%)</b>
Cenospheres	No Range Recommended	Minimum 10% (by volume)
Coal fly Ash	No Range Recommended	No Range Recommended
GGBF Slag	No Range Recommended	No Range Recommended
Silica Fume	No Range Recommended	5-10% of cementitious material (dry weight basis)
<b>Channelizers</b>		
<b>Material</b>	<b>Recovered Post-consumer Content (%)</b>	<b>Total Recovered Materials Content (%)</b>
Plastic	25-90	No Range Recommended
Rubber (base only)	100	No Range Recommended
<b>Delineators – Fixed</b>		
<b>Material</b>	<b>Recovered Post-consumer Content (%)</b>	<b>Total Recovered Materials Content (%)</b>
Plastic	25-90	No Range Recommended
Rubber (base only)	100	No Range Recommended
Steel (BOF, base only)	16	25-30
Steel (BOF, base only)	67	100
<b>Delineators – Flexible</b>		
<b>Material</b>	<b>Recovered Post-consumer Content (%)</b>	<b>Total Recovered Materials Content (%)</b>
Plastic PET	25-85	No Range Recommended
<b>Floor Tiles</b>		
<b>Material</b>	<b>Recovered Post-consumer Content (%)</b>	<b>Total Recovered Materials Content (%)</b>
Rubber	90-100	No Range Recommended
Plastic	No Range Recommended	90-100
<b>Insulation - Cellulose</b>		
<b>Material</b>	<b>Recovered Post-consumer Content (%)</b>	<b>Total Recovered Materials Content (%)</b>



Post-consumer Paper	75	75
<b>Insulation - Foam-In-Place</b>		
<b>Material</b>	<b>Recovered Post-consumer Content (%)</b>	<b>Total Recovered Materials Content (%)</b>
Recovered Material	No Range Recommended	5
<b>Insulation - Glass Fiber Reinforced</b>		
<b>Material</b>	<b>Recovered Post-consumer Content (%)</b>	<b>Total Recovered Materials Content (%)</b>
Recovered Material	No Range Recommended	6
<b>Insulation - Laminated Paperboard</b>		
<b>Material</b>	<b>Recovered Post-consumer Content (%)</b>	<b>Total Recovered Materials Content (%)</b>
Post-consumer Paper	100	100
<b>Insulation - Perlite Composition Board</b>		
<b>Material</b>	<b>Recovered Post-consumer Content (%)</b>	<b>Total Recovered Materials Content (%)</b>
Post-consumer Paper	23	23
<b>Insulation - Phenolic Rigid Foam</b>	<b>Insulation - Phenolic Rigid Foam</b>	<b>Insulation - Phenolic Rigid Foam</b>
<b>Material</b>	<b>Material</b>	<b>Material</b>
Recovered Material	Recovered Material	Recovered Material
<b>Insulation - Plastic, Non-woven Batt</b>	<b>Insulation - Plastic, Non-woven Batt</b>	<b>Insulation - Plastic, Non-woven Batt</b>
<b>Material</b>	<b>Material</b>	<b>Material</b>
Recovered and/or Post-consumer Plastic	Recovered and/or Post-consumer Plastic	Recovered and/or Post-consumer Plastic
<b>Insulation - Plastic Rigid Foam, Polyisocyanurate/Polyurethane: Rigid Foam</b>	<b>Insulation - Plastic Rigid Foam, Polyisocyanurate/Polyurethane: Rigid Foam</b>	<b>Insulation - Plastic Rigid Foam, Polyisocyanurate/Polyurethane: Rigid Foam</b>
<b>Material</b>	<b>Material</b>	<b>Material</b>
Recovered Material	Recovered Material	Recovered Material
<b>Insulation - Structural Fiberboard</b>	<b>Insulation - Structural Fiberboard</b>	<b>Insulation - Structural Fiberboard</b>
<b>Material</b>	<b>Material</b>	<b>Material</b>
Recovered Material	Recovered Material	Recovered Material
<b>Modular Threshold Ramps</b>	<b>Modular Threshold Ramps</b>	<b>Modular Threshold Ramps</b>
<b>Material</b>	<b>Material</b>	<b>Material</b>
Steel (BOF)	Steel (BOF)	Steel (BOF)
Steel (EAF)	Steel (EAF)	Steel (EAF)
Aluminum	Aluminum	Aluminum
Rubber	Rubber	Rubber



<b>Nonpressure Pipe</b>		
<b>Material</b>	<b>Recovered Post-consumer Content (%)</b>	<b>Total Recovered Materials Content (%)</b>
Steel (BOF)	16	25-30
Steel (EAF)	67	100
Plastic (HDPE)	100	100
Plastic (PVC)	5-15	25-100
Cement	No Range Recommended	No Range Recommended
<b>Playground Equipment</b>		
<b>Material</b>	<b>Recovered Post-consumer Content (%)</b>	<b>Total Recovered Materials Content (%)</b>
Plastic	90-100	100
Plastic Composite	50-75	95-100
Steel (BOF)	16	95
Steel (EAF)	50-100	95-100
<b>Restroom Dividers/Partitions, Steel</b>		
<b>Material</b>	<b>Recovered Post-consumer Content (%)</b>	<b>Total Recovered Materials Content (%)</b>
Steel (from BOF)	16	25-30
Steel (from EAF)	67	100
<b>Roofing Materials</b>		
<b>Material</b>	<b>Recovered Post-consumer Content (%)</b>	<b>Total Recovered Materials Content (%)</b>
Steel (BOF)	16	25-30
Steel (EAF)	67	100
Aluminum	20-95	20-95
Fiber (felt) or Fiber Composite	50-100	50-100
Rubber	12-100	100
Plastic or Plastic/Rubber Composite	100	100
Wood/Plastic Composite	No Range Recommended	100
Cement	No Range Recommended	No Range Recommended
<b>Shower Dividers/Partitions, Steel</b>		
<b>Material</b>	<b>Recovered Post-consumer Content (%)</b>	<b>Total Recovered Materials Content (%)</b>
Steel (from BOF)	16	25-30
Steel (from EAF)	67	100
<b>Traffic Barricades</b>		
<b>Material</b>	<b>Recovered Post-consumer Content (%)</b>	<b>Total Recovered Materials Content (%)</b>
Plastic (High Density Polyethylene [HDPE], Low-Density Polyethylene [LDPE], Polyethylene terephthalate [PET])	80-100	100
Steel (BOF)	16	25-30
Steel (EAF)	67	100
Fiberglass	No Range Recommended	No Range Recommended

c. All energy-using products for which the United States Environmental Protection Agency and the United States Department of Energy have developed energy efficiency standards for compliance with the Energy Star program shall be ENERGY STAR labeled. The following Construction Products shall comply with this requirement:

ENVIRONMENTALLY PREFERABLE PURCHASING (EPP) COMPLIANCE



1. Entry or Patio Doors, Residential
  2. Residential Skylights
  3. Residential Windows & Tubular Daylighting Devices
  4. Roof Products
- d. Electric Motors shall comply with the following Nominal Efficiencies requirements:

<b>Nominal Efficiencies for Induction Motors Rated 600 Volts or Less (Random Wound)</b>						
<b>Motor Size (HP)</b>		<b>Open Drip-Proof (ODP)</b>		<b>Totally Enclosed Fan-Cooled (TEFC)</b>		
<b>6-pole (1200 rpm)</b>	<b>4-pole (1200 rpm)</b>	<b>2-pole (1200 rpm)</b>	<b>6-pole (1200 rpm)</b>	<b>4-pole (1200 rpm)</b>	<b>2-pole (1200 rpm)</b>	
1	82.5	85.5	77.0	82.5	85.5	77.0
1.5	86.5	86.5	84.0	87.5	86.5	84.0
2	87.5	86.5	85.5	88.5	86.5	85.5
3	88.5	89.5	85.5	89.5	89.5	86.5
5	89.5	89.5	86.5	89.5	89.5	88.5
7.5	90.2	91.0	88.5	91.0	91.7	89.5
10	91.7	91.7	89.5	91.0	91.7	90.2
15	91.7	93.0	90.2	91.7	92.4	91.0
20	92.4	93.0	91.0	91.7	93.0	91.0
25	93.0	93.6	91.7	93.0	93.6	91.7
30	93.6	94.1	91.7	93.0	93.6	91.7
40	94.1	94.1	92.4	94.1	94.1	92.4
50	94.1	94.5	93.0	94.1	94.5	93.0
60	94.5	95.0	93.6	94.5	95.0	93.6
75	94.5	95.0	93.6	94.5	95.4	93.6
100	95.0	95.4	93.6	95.0	95.4	94.1
125	95.0	95.4	94.1	95.0	95.4	95.0
150	95.4	95.8	94.1	95.8	95.8	95.0
200	95.4	95.8	95.0	95.8	96.2	95.4
250	95.4	95.8	95.0	95.8	96.2	95.8
300	95.4	95.8	95.4	95.8	96.2	95.8
350	95.4	95.8	95.4	95.8	96.2	95.8
400	95.8	95.8	95.8	95.8	96.2	95.8
450	96.2	96.2	95.8	95.8	96.2	95.8
500	96.2	96.2	95.8	95.8	96.2	95.8





Nominal Efficiencies for Induction Motors Rated Medium Voltage or Less (Form Wound)					
Motor Size (HP)		Open Drip-Proof (ODP)		Totally Enclosed Fan-Cooled (TEFC)	
6-pole (1200 rpm)	4-pole (1200 rpm)	2-pole (1200 rpm)	6-pole (1200 rpm)	4-pole (1200 rpm)	2-pole (1200 rpm)
250-500	95.0	95.0	94.5	95.0	95.0

6. Plumbing Fixtures.

The plumbing fixtures shall comply with the following Water Efficiency requirements:

Plumbing Fixture	Water Efficiency Requirement
Lavatory Faucets	< 2.0 gallons per minute
Showerheads, Residential and Commercial	< 2.2 gallons per minute
Toilets, Residential and Commercial	< 1.6 gallons per flush
Urinals, Residential and Commercial	< 1.0 gallons per flush

**PART III – EXECUTION (Not Used)**

**END OF SECTION 018113.10**



**EPP VENDOR SURVEY FORM**

**Instructions:** In the space provided, indicate the following: (1.) Choose Construction for the EPP Book Used (2.) Choose the product type from the drop-down menu; (3.) Choose the product detail from the drop-down menu; (4.) Identify the specific item under Product Description; (5.) Enter the number of products per unit; (6.) Enter the cost per unit; (7.) Enter the units purchased; (8.) Enter the total cost.

Return completed spreadsheet to the contracting agency in the accompanying letter. Thank you.

Agency Acronym	Environmental Preferable Purchasing Information				Quantity and Cost Information				Comments
	EPP Book Used	Product Type	Product Details	Product Description	Products Per Unit	Cost Per Unit	Units Purchased	Total Cost	
DDC								\$0.00	
DDC								\$0.00	
DDC								\$0.00	
DDC								\$0.00	
DDC								\$0.00	
DDC								\$0.00	
DDC								\$0.00	
DDC								\$0.00	
DDC								\$0.00	
DDC								\$0.00	
DDC								\$0.00	
DDC								\$0.00	
DDC								\$0.00	
<b>TOTAL</b>					<b>0.00</b>	<b>\$0.00</b>	<b>0.00</b>	<b>\$0.00</b>	



**SECTION 01 81 13.13**

**VOLATILE ORGANIC COMPOUND (VOC) LIMITS FOR ADHESIVES, SEALANTS, PAINTS AND COATINGS FOR LEED v3 BUILDINGS**

**REFER TO THE ADDENDUM FOR APPLICABILITY OF THIS SECTION 01 81 13.13**

**PART I – GENERAL**

**1.1 RELATED DOCUMENTS:**

- A. The following documents apply to all required work for the Project: (1) the Contract Drawings, (2) the Specifications, (3) the General Conditions, (4) the Addendum, and (5) the Contract [City of New York Standard Construction Contract].

**1.2 SUMMARY:**

- A. This Section includes requirements for volatile organic compound (VOC) content in adhesives, sealants, paints and coatings used for the project.
- B. All sections in the Project Specifications with adhesives, sealant or sealant primer applications, paints and coatings will follow all requirements of this section. In the event of any conflict or inconsistency between this section and the Specifications regarding adhesives, sealant or sealant applications, paints and coatings, the requirements set forth in this Section will prevail.
- C. This Section includes:
  - 1. General Requirements
  - 2. References
  - 3. VOC Requirements for Interior Adhesives
  - 4. VOC Requirements for Interior Sealants
  - 5. VOC requirements for Interior Paints
  - 6. VOC requirements for Interior Coatings
  - 7. Submittals

**1.3 RELATED SECTIONS:** include without limitation the following:

- |    |                     |   |
|----|---------------------|---|
| A. | Section 01 10 00    | SUMMARY   |
| B. | Section 01 31 00    | PROJECT MANAGEMENT AND COORDINATION                   |
| C. | Section 01 32 00    | CONSTRUCTION PROGRESS DOCUMENTATION                   |
| D. | Section 01 33 00    | SUBMITTAL PROCEDURES                                  |
| E. | Section 01 73 00    | EXECUTION   |
| F. | Section 01 77 00    | CLOSEOUT PROCEDURES                                   |
| G. | Section 01 78 39    | CONTRACT RECORD DOCUMENTS                             |
| H. | Section 01 81 13.03 | SUSTAINABLE DESIGN REQUIREMENTS FOR LEED v3 BUILDINGS |
| I. | Section 01 81 13.04 | SUSTAINABLE DESIGN REQUIREMENTS FOR LEED v4 BUILDINGS |
| J. | Section 01 81 19    | INDOOR AIR QUALITY FOR LEED BUILDINGS                 |



**1.4 DEFINITIONS:**

A. Refer to Article 2 of the Contract for definition of terms, words and expressions used in the General Conditions not otherwise defined herein.

ADHESIVE	Any substance used to bond one surface to another by attachment. Includes adhesive primers and adhesive bonding primers. A. Aerosol Adhesive: Any adhesive packaged as an aerosol with a spray mechanism permanently housed in a non-refillable can designed for hand-held application without the need for ancillary equipment.
CARCINOGEN	A chemical listed as a known, probable, reasonably anticipated, or possible human carcinogen by the International Agency for Research on Cancer (IARC) (Groups 1, 2A, and 2B), the National Toxicology Program (NTP) (Groups 1 and 2), the U.S. Environmental Protection Agency (EPA) Integrated Risk Information System (IRIS) (weight-of-evidence classifications A, B1, B2, and C, carcinogenic, likely to be carcinogenic, and suggestive evidence of carcinogenicity or carcinogen potential), or the Occupational Safety and Health Administration (OSHA).
CLEAR WOOD FINISH	Clear/semi-transparent coating applied to wood substrates to provide a transparent or translucent solid film. 1. Lacquer: Clear/semi-transparent coating formulated with cellulosic or synthetic resins to dry by evaporation without chemical reaction and provide a solid, protective film. 2. Sanding Sealer: A sanding sealer that also meets the definition of a lacquer. 3. Varnish: Clear/semi-transparent coating, excluding lacquers and shellacs, formulated to dry by chemical reaction on exposure to air. May contain small amounts of pigment.
COATING	Liquid, liquefiable, or mastic composition that is converted to a solid adherent film after application to a substrate as a thin layer; and is used for decorating, protecting, identifying or to serve some functional purpose such as the filling or concealing of surface irregularities or the modification of light and heat radiation characteristics; and is intended for on-site application to interior or exterior surfaces of buildings. Does not include stains, clear finishes, recycled latex paint, specialty (industrial, marine or automotive) coatings or paint sold in aerosol cans.
FLOOR COATING	Opaque coating applied to flooring. Excludes industrial maintenance coatings.
HAZARDOUS AIR POLLUTANT	Any compound listed by the U.S. EPA in the Clean Air Act, Section 112(b)(1) as a hazardous air pollutant.



MUTAGEN	A chemical that meets the criteria for category 1, chemicals known to induce heritable mutations or to be regarded as if they induce heritable mutations in the germ cells of humans, under the Harmonized System for the Classification of Chemicals Which Cause Mutations in Germ Cells (United Nations Economic Commission for Europe, Globally Harmonized System of Classification and Labeling of Chemicals).
OZONE-DEPLETING COMPOUNDS	A compound with an ozone-depletion potential greater than 0.1 (CFC 11=1) according to the U.S. EPA list of Class I and Class II Ozone-Depleting Substances.
PAINT	A pigmented coating. For the purposes of this specification, paint primers are considered to be paints. <ol style="list-style-type: none"> <li>1. Flat Coating or Paint: Has a gloss of less than 15 (using an 85-degree meter) or less than 5 (using a 60-degree meter).</li> <li>2. Non-Flat Coating or Paint: Has a gloss of greater than or equal to 15 (using an 85-degree meter) or greater than or equal to 5 (using a 60-degree meter).</li> <li>3. Non-Flat High-Gloss Coating or Paint: Has a gloss of greater than or equal to 70 (using a 60-degree meter).</li> <li>4. Anti-Corrosive / Rust Preventative Paint: Coating formulated and recommended for use in preventing the corrosion of ferrous metal substrates.</li> </ol>
PRIMER	Coating that is formulated and recommended for one or more of the following purposes: to provide a firm bond between the substrate and a subsequent coating; to prevent a subsequent coating from being absorbed into the substrate; to prevent harm to a subsequent coating from materials in the substrate; or to provide a smooth surface for application of a subsequent coating.
REPRODUCTIVE TOXIN	A chemical listed as a reproductive toxin (including developmental, female, and male toxins) by the State of California under the Safe Drinking Water and Toxic Enforcement Act of 1986 (California Code of Regulations, Title 22, Division 2, Subdivision 1, Chapter 3, Sections 1200, et. Seq.).
SANDING SEALER	Clear/semi-transparent coating formulated to seal bare wood. Can be abraded to create a smooth surface for subsequent coatings. Does not include sanding sealers that are lacquers (see Clear Wood Finish above).
SEALANT	Any material with adhesive properties, formulated primarily to fill, seal, or waterproof gaps or joints between surfaces. Includes sealant primers and caulks.



SHELLAC	Clear or pigmented coating formulated solely with the resinous secretions of the lac beetle, thinned with alcohol and formulated to dry by evaporation without chemical reaction. Excludes floor applications.
STAIN	Clear semi-transparent/opaque coating formulated to change the color but not conceal the grain pattern or texture of the substrate.
VOLATILE AROMATIC COMPOUND	Any hydrocarbon compound containing one or more 6-carbone benzene rings, and having an initial boiling point less than or equal to 280 degrees Celsius measured at standard conditions of temperature and pressure.
VOLATILE ORGANIC COMPOUND	Any compound of carbon (excluding carbon monoxide, carbon dioxide, carbonic acid, metallic carbides or carbonates, and ammonium carbonate) which vaporizes (becomes a gas) and participates in atmospheric photochemical reactions, as specified in Part 51.00 of Chapter 40 of the U.S. Code of Federal Regulations, at normal room temperatures. For the purposes of this specification, formaldehyde and acetaldehyde are considered to be VOCs.
WATERPROOFING SEALER	A coating that prevents the penetration of water into porous substrates.

**1.5 GENERAL REQUIREMENTS:**

- A. The City of New York is committed to implementing good environmental practices and procedures which include achieving a LEED Green building rating. Specific project requirements related to this goal which may impact this area of work are listed in the applicable paragraphs of this specification section. The Contractor must ensure that the requirements as defined in the sections below and in related sections of the Contract Documents, are implemented to the fullest extent. Substitutions, or other changes to the work proposed by the Contractor or their Subcontractors, must not be allowed if such changes compromise the stated environmental goals.

**1.6 REFERENCES:**

- A. Rule 1168 – “Adhesive and Sealant Applications”, amended 7 January 2005): South Coast Air Quality Management District (SCAQMD), State of California, [www.aqmd.gov](http://www.aqmd.gov)
- B. Rule 1113 - “Architectural Coatings”, amended 9 July 2004: South Coast Air Quality Management District (SCAQMD), State of California, [www.aqmd.gov](http://www.aqmd.gov)
- C. Green Seal Standard GS-11- “Paints”, of Green Seal, Inc., Washington, DC, [www.greenseal.org](http://www.greenseal.org)
- D. Green Seal Standard GC-03- “Anti-Corrosive Paints”, of Green Seal, Inc., Washington, DC, [www.greenseal.org](http://www.greenseal.org)

**1.7 VOC REQUIREMENTS FOR INTERIOR ADHESIVES, SEALANTS, PAINTS AND COATINGS:**

- A. GENERAL: Unless otherwise specified herein, the VOC content of all interior adhesives, sealants, paints and coatings (herein referred to as “products”) must not be in excess of **250 grams per liter**.
- B. No product may contain any ingredients that are carcinogens, mutagens, reproductive toxins, persistent bioaccumulative compounds, hazardous air pollutants, or ozone-depleting compounds. An exception must be made for titanium dioxide and, for products that are pre-tinted by the manufacturer, carbon black, which must be less than or equal to 1% by weight of the product.

VOLATILE ORGANIC COMPOUND (VOC) LIMITS FOR ADHESIVES,  
SEALANTS, PAINTS AND COATINGS FOR LEED v3 BUILDINGS



- C. No product will contain the following:
  - 1. methylene chloride
  - 2. 1,1,1-trichloroethane
  - 3. benzene
  - 4. toluene
  - 5. ethylbenzene
  - 6. vinyl chloride
  - 7. naphthalene
  - 8. 1,2-dichlorobenzene
  - 9. di (2-ethylhexyl) phthalate
  - 10. butyl benzyl phthalate
  - 11. di-n-butyl phthalate
  - 12. di-n-octyl phthalate
  - 13. diethyl phthalate
  - 14. dimethyl phthalate
  - 15. isophorone
  - 16. antimony
  - 17. cadmium
  - 18. hexavalent chromium
  - 19. lead
  - 20. mercury
  - 21. formaldehyde
  - 22. methyl ethyl ketone
  - 23. methyl isobutyl ketone
  - 24. acrolein
  - 25. acrylonitrile
  
- D. No product will contain more than 1.0% by weight of sum total of volatile aromatic compounds.

**1.8 VOC REQUIREMENTS FOR INTERIOR ADHESIVES:**

- A. The volatile organic compound (VOC) content of adhesives, adhesive bonding primers, or adhesive primers used in this project must not exceed the limits defined in Rule 1168 – “Adhesive and Sealant Applications” of the South Coast Air Quality Management District (SCAQMD), of the State of California.
- B. The VOC limits defined by SCAQMD are as follows. All VOC limits are defined in grams per liter, less water and less exempt compounds.
- C. For specified building construction related applications, the allowable VOC content is as follows:
  - 1. Architectural Applications:
 

a. Indoor carpet adhesive	50
b. Carpet pad adhesive	50
c. Wood flooring adhesive	100
d. Rubber floor adhesive	60
e. Subfloor adhesive	50
f. Ceramic tile adhesive	65
g. VCT and asphalt tile adhesive	50
h. Drywall and panel adhesive	50
i. Cove base adhesive	50
j. Multipurpose construction adhesive	70
k. Structural glazing adhesive	100
  - 2. Specialty Applications:
 

a. PVC welding	510
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- b. CPVC welding 490
- c. ABS welding 325
- d. Plastic cement welding 250
- e. Adhesive primer for plastic 550
- f. Contact Adhesive 80
- g. Special Purpose Contact Adhesive 250
- h. Structural Wood Member Adhesive 140
- i. Sheet Applied Rubber Lining Operations 850
- j. Top and Trim Adhesive 250
- 3. Substrate Specific Applications:
  - a. Metal to metal 30
  - b. Plastic foams 50
  - c. Porous material (except wood) 50
  - d. Wood 30
  - e. Fiberglass 80
- 4. Aerosol Adhesives:
  - a. General purpose mist spray 65% VOC's by weight
  - b. General purpose web spray 55% VOC's by weight
  - c. Special purpose aerosol adhesives (all types) 70% VOC's by weight

**1.9 VOC REQUIREMENTS FOR INTERIOR SEALANTS:**

- A. The volatile organic compound (VOC) content of sealants, or sealant primers used in this project must not exceed the limits defined in Rule 1168 – “Adhesive and Sealant Applications” of the South Coast Air Quality Management District (SCAQMD), of the State of California.
- B. The VOC limits defined by SCAQMD are as follows. All VOC limits are defined in grams per liter, less water and less exempt compounds.
  - 1. Sealants:
    - a. Architectural 250
    - b. Non-membrane roof 300
    - c. Roadway 250
    - d. Single-ply roof membrane 450
    - e. Other 420
  - 2. Sealant Primer:
    - a. Architectural – Nonporous 250
    - b. Architectural – Porous 775
    - c. Other 750

**1.10 VOC REQUIREMENTS FOR INTERIOR PAINTS:**

- A. Paints and Primers: Paints and primers used in non-specialized interior applications (i.e., for wallboard, plaster, wood, metal doors and frames, etc.) must meet the VOC limitations of the Green Seal Paint Standard GS-11, of Green Seal, Inc., Washington, DC. Product-specific environmental requirements are as follows:
  - 1. Volatile Organic Compounds:
    - a. The VOC concentrations (in grams per liter) of the product must not exceed those listed below as determined by U. S. Environmental Protection Agency (EPA) Reference Test Method 24.

Interior Paints and Primers:  
Non-flat: 150 g/l





Flat: 50 g/l

The calculation of VOC must exclude water and tinting color added at the point of sale.

- B. Anti-Corrosive and Anti-Rust Paints: Anti-corrosive and anti-rust paints applied to interior ferrous metal substrates must meet the VOC limitations of the Green Seal Paint Standard GC-03, of Green Seal, Inc., Washington, DC. Product-specific environmental requirements are as follows:

1. Volatile Organic Compounds:

- a. The VOC concentrations (in grams per liter) of the product must not exceed those listed below as determined by U. S. Environmental Protection Agency (EPA) Reference Test Method 24.

Anti-Corrosive and Anti-Rust Paints: 250 g/l

The calculation of VOC must exclude water and tinting color added at the point of sale.

**1.11 VOC REQUIREMENTS FOR INTERIOR COATINGS:**

- A. Clear wood finishes, floor coatings, stains, sealers, and shellacs applied to the interior must meet the VOC limitations defined in Rule 1113, "Architectural Coatings" of SCAQMD, of the State of California. The VOC limits defined by SCAQMD, based on 7/9/04 amendments, are as follows. VOC limits are defined in grams per liter, less water and less exempt compounds.

- |                          |     |
|--------------------------|-----|
| 1. Clear Wood Finishes:  |     |
| a. Varnish               | 350 |
| b. Sanding Sealers       | 350 |
| c. Lacquer               | 550 |
| 2. Shellac:              |     |
| a. Clear                 | 730 |
| b. Pigmented             | 550 |
| 3. Stains                | 250 |
| 4. Floor Coatings        | 100 |
| 5. Waterproofing Sealers | 250 |
| 6. Sanding Sealers       | 275 |
| 7. Other Sealers         | 200 |

The calculation of VOC must exclude water and tinting color added at the point of sale.

**1.12 SUBMITTALS:**

- A. Submit Material Safety Data Sheets, for all applicable products in accordance with Section 01 33 00 SUBMITTAL PROCEDURES. Applicable products include, but are not limited to adhesives, sealants, carpets, paints and coatings. Material Safety Data Sheets must indicate the Volatile Organic Compound (VOC) limits of products submitted. (If an MSDS does not include a product's VOC limits, then product data sheets, manufacturer literature, or a letter of certification from the manufacturer can be submitted in addition to the MSDS to indicate the VOC limits).
- B. Submit Environmental Building Materials Certification Form (EBMCF) as referenced in Section 01 81 13.03 SUSTAINABLE REQUIREMENTS FOR LEED v3 BUILDINGS: For each field-applied adhesive, sealant, paint, and coating product, provide the VOC requirement, as provided in this Specification, for the relevant material category indicated on the documentation noted above.

**PART II – PRODUCTS (Not Used)**

**PART III – EXECUTION (Not Used)**

**END OF SECTION 01 81 13.13**



**Department of  
Design and  
Construction**

Division 01 – DDC STANDARD GENERAL CONDITIONS  
SINGLE CONTRACT PROJECTS  
Issue Date: July 1, 2022

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VOLATILE ORGANIC COMPOUND (VOC) LIMITS FOR ADHESIVES,  
SEALANTS, PAINTS AND COATINGS FOR LEED v3 BUILDINGS

01 81 13.13 - 8



**SECTION 01 81 19  
INDOOR AIR QUALITY REQUIREMENTS FOR LEED BUILDINGS**

**REFER TO THE ADDENDUM FOR APPLICABILITY OF THIS SECTION 01 81 19**

**PART I – GENERAL**

**1.1 RELATED DOCUMENTS:**

- A. The following documents apply to all required work for the Project: (1) the Contract Drawings, (2) the Specifications, (3) the General Conditions, (4) the Addendum, and (5) the Contract [City of New York Standard Construction Contract].

**1.2 CONSTRUCTION IAQ MANAGEMENT GOALS FOR THE PROJECT:**

- A. The City of New York has determined that this Project must minimize the detrimental impacts on Indoor Air Quality (IAQ) resulting from construction activities. Factors that contaminate indoor air, such as dust entering HVAC systems and ductwork, improper storage of materials on-site, and poor housekeeping, must be minimized.

**1.3 RELATED SECTIONS:**

- A. All sections of the Specifications related to interior construction, MEP systems and items affecting indoor air quality.
- B. Division 9 (of the Specifications): Finishes.
- C. Refer to the Addendum to identify whether this project is designed to comply with a Certification Level according to the U.S. Green Building Council’s LEED Rating System, as specified in Section 01 81 13.03 SUSTAINABLE DESIGN REQUIREMENTS FOR LEED v3 BUILDINGS or Section 01 81 13.04 SUSTAINABLE DESIGN REQUIREMENTS FOR LEED v4 BUILDINGS.
- D. Refer to the Addendum to identify whether this project is designed to comply with Section 01 81 13.13 VOLATILE ORGANIC COMPOUND (VOC) LIMITS FOR ADHESIVES, SEALANTS, PAINTS AND COATINGS FOR LEED v3 BUILDINGS.
- E. Section 01 91 13 GENERAL COMMISSIONING REQUIREMENTS FOR MEP SYSTEMS.

**1.4 DEFINITIONS:**

- A. Refer to Article 2 of the Contract for definition of terms, words and expressions used in the General Conditions not otherwise defined herein.

Design Consultant	The entity responsible for providing design services for the Project, including without limitation, preparing the construction documents (drawings and specifications) and providing services in connection with such documents during construction. The entity serving as the “Design Consultant” may be a corporation, firm, partnership, joint venture, individual or combination thereof. Such entity may be either an employee(s) of the City or an entity engaged by the City to provide such services.
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<p>Volatile Organic Compounds (VOCs)</p>	<p>Chemical compounds common in and emitted by many building products, including solvents in paints, coatings, adhesives and sealants, wood preservatives, composite wood binder, and foam insulations. Not all VOCs are harmful, but many of those contained within building products contribute to the formation of smog and may irritate building occupants by their smell or health impact.</p>
<p>Materials that act as “sinks” for VOC contamination</p>	<p>Absorptive materials, typically dry and soft materials (such as textiles, carpeting, acoustical ceiling tiles and gypsum board) that readily absorb VOCs emitted by “source” materials and release them over a prolonged period of time.</p>
<p>Materials that act as “sources” for VOC contamination</p>	<p>Products with high VOC contents that emit VOCs either rapidly during application and curing (typically “wet” products, such as paints, sealants, adhesives, caulks and sealers) or over a prolonged period (typically “dry” products such as flooring coverings with plasticizers and engineered wood with formaldehyde).</p>

**1.5 REFERENCES, RESOURCES:**

- A. “IAQ Guidelines for Occupied Buildings Under Construction”, Second Edition, 2007, The Sheet Metal and Air Conditioner Contractors National Association (SMACNA). (703) 803-2980, [www.smacna.org](http://www.smacna.org).
- B. ANSI/ASHRAE 52.2-2007, “Method of Testing General Ventilation Air-Cleaning Devices for Removal Efficiency by Particle Size”, [www.ashrae.org](http://www.ashrae.org).

**1.6 LEED BUILDING GENERAL REQUIREMENTS:**

- A. Implement practices and procedures as necessary to meet the Project’s environmental performance goals as set forth in the specific requirements of this section. Specific Project goals that may impact this area of work include: use of recycled-content materials; use of low-emitting materials; construction waste recycling; and the implementation of a construction indoor air quality management plan. Ensure that the requirements related to these goals, as defined in this section, are implemented to the fullest extent. Substitutions or other changes to the work will not be allowed if such changes compromise the stated LEED building performance criteria.

**1.7 CONSTRUCTION IAQ MANAGEMENT PLAN:**

- A. The Contractor must prepare a Construction IAQ Management Plan in coordination with each Subcontractor and submit the Construction IAQ Management Plan to the Commissioner for approval in accordance with Section 01 33 00 SUBMITTAL PROCEDURES. The Construction IAQ Management Plan must meet the following criteria:
  1. Construction activities must be planned to meet or exceed the minimum requirements of SMACNA’s “IAQ Guidelines for Occupied Buildings under Construction”, Second Edition, 2007.
  2. Absorptive materials must be protected from moisture damage when stored on-site and after installation.
  3. The planned operation of air handlers during construction must be described. If air handlers are to be used during construction, filtration media with a Minimum Efficiency Reporting Value (MERV) of 8 must be used at each return air grille and return or transfer duct inlet opening, such that there is no bypass around the filtration media, as determined by ASHRAE 52.2-2007.
  4. Filtration media must be replaced immediately prior to occupancy. Filtration media must have a MERV of 13 as determined by ASHRAE 52.2-2007.
  5. A sequence of finish installation plan “Plan” must be developed, highlighting measures to reduce the absorption of VOCs by materials that act as “sinks”.



6. The use of tobacco products is prohibited inside the building and within 25 feet of the building entrance during construction.
  7. A flush-out or air testing must be performed.
  8. Upon approval of the finish installation plan by the Commissioner, it must be implemented by the Contractor through the duration of the construction process, and documented in accordance with the Submittal Requirements of Sub-Section 1.8 herein.
- B. Detailed requirements of the Construction IAQ Management Plan are as follows:
1. SMACNA Guidelines: Chapter 3 of the referenced “IAQ Guidelines for Occupied Buildings Under Construction”, outline IAQ measures in five categories as listed below. The Construction IAQ Management Plan must be organized in accordance with the SMACNA format, and must address measures to be implemented in each of the five categories (including subsections). All subsections must be listed in the Plan; items that are not applicable for this Project should be listed as such.
    - a. HVAC Protection
      - 1) Protect air handling, distribution equipment and air supply, and return ducting during construction.
      - 2) All ductwork arriving on site will be sealed with plastic sheeting and stored on pallets or dunnage until installed.
      - 3) Cover and protect all exposed air inlets and outlets, openings, grilles, ducts, plenums, etc. to prevent water, moisture, dust and other contaminant intrusion.
      - 4) Apply protection immediately after ducting.
      - 5) Protect ducting runs at the end of day’s work.
      - 6) Inspect temporary filtration weekly and replace as required to maintain the proper ventilation rates in the building.
      - 7) To reduce debris and contamination to mechanical systems, do not store materials in mechanical rooms.
    - b. Source Control
      - 1) Protect stored on-site or installed absorptive or porous materials. Store materials in dry conditions indoors, under cover, and off the ground or floor.
      - 2) Do not use wet or damaged porous materials in the building. Materials which become contaminated through direct exposure to moisture from precipitation, plumbing leaks, or condensation must be replaced by the Contractor, at no additional cost to the City of New York.
      - 3) Use low-toxicity and low-VOC materials to the greatest extent possible.
      - 4) Recover, isolate, and ventilate containers housing toxic materials and materials with VOC levels above the limits for interior adhesives, sealants, paints, and coatings described in these Specifications.
      - 5) Prevent exhaust fumes from idling vehicles, equipment and fossil-fueled tools from entering the building.
      - 6) Containers housing toxic materials and materials with VOC levels above the limits for interior adhesives, sealants, paints, and coatings described in these Specifications, must be closed when not in use.
      - 7) Enforce the no-smoking job site policy.



- c. Pathway Interruption
    - 1) Depressurize work areas which contain dust and odors.
    - 2) Pressurize occupied spaces to prevent intrusion of dust and odors.
    - 3) Erect barriers to contain construction areas.
    - 4) Relocate pollutant sources.
    - 5) Temporarily seal the building and provide 100% outside air for ventilation.
    - 6) Provide walk-off mats at entryways to reduce introduced dirt and pollutants.
    - 7) Use dust guards and collectors on saws and other tools.
  - d. Housekeeping
    - 1) Store materials on elevated platforms under cover, in a designated dry, clean location, prior to unpacking for installation.
    - 2) If materials are not stored in an enclosed location, cover tops and sides of material with waterproof sheeting, securely tied.
    - 3) Institute cleaning activities to remove contaminants from the building prior to occupancy. Clean all coils, air filters and ductwork prior to performing testing, adjusting and balancing of HVAC systems.
    - 4) Sweep the work area on a daily basis. Use an efficient and effective dust collecting method such as damp cloth, wet mop, or vacuum with high-efficiency particulate filters. Activities which produce high levels of dust must be cleaned up immediately upon completion.
    - 5) Spills or excess applications of products containing solvents, or with VOC levels above the limits for interior adhesives, sealants, paints and coatings described in these Specifications, must be removed immediately.
    - 6) Dust all walls prior to application of finishes.
    - 7) Vacuum all stud tracks prior to application of insulation.
    - 8) Keep materials organized to improve job safety as well as indoor air quality.
  - e. Scheduling
    - 1) Phase construction such that absorptive materials are installed only in areas that are weathertight.
    - 2) Schedule activities that utilize “sources” of VOC contamination to take place prior to installing high absorbent materials that will act as “sinks” for contaminants.
    - 3) Review of the appropriate components of the Construction IAQ Management Plan must be a regular action topic at weekly site coordination meetings. Implementation of the Plan must be documented in the meeting minutes.
- 2. Protection of Materials from Moisture Damage: As part of the “Source Control” section of the Construction IAQ Management Plan, measures to prevent installed materials or material stored on-site from moisture damage must be described. This section must also describe corrective measures to be taken if moisture damage does occur to absorptive materials during the course of construction (see Section 1.7 B.1.b).
  - 3. Replacement of Filtration Media: Under the “HVAC Protection” section of the Construction IAQ Management Plan, a description of the filtration media in all ventilation equipment must be provided.



The description must include replacement criteria for filtration media during construction, and confirmation of filtration media replacement for all equipment immediately prior to occupancy.

4. Sequence of Finish Installation for Materials: Where feasible, absorptive materials must be installed after the installation of materials or finishes which have high short-term emissions of VOCs, formaldehyde, particulates, or other air-borne compounds. Absorptive materials include, but are not limited to: carpets; acoustical ceiling panels; fabric wall coverings; insulations (exposed to the airstream); upholstered furnishings; and other woven, fibrous or porous materials. Materials with high short-term emissions include, but are not limited to: adhesives, sealants and glazing compounds (specifically those with petrochemical vehicles or carriers); paints, wood preservatives and finishes; control and/or expansion joint fillers; hard finishes requiring adhesive installation; gypsum board (with associated finish processes and products); and composite or engineered wood products with formaldehyde binders.
5. Pre-Occupancy Phase: Perform either a flush-out or air sample testing (Options 1 or 2, respectively), as follows:

a. OPTION 1 — Flush-Out

- 1) Perform flush-out using either Path 1 or Path 2.
  - i. Path 1: After construction ends, prior to occupancy and with all interior finishes installed, install new filtration media and perform a building flush-out by supplying a total air volume of 14,000 cu.ft. of outdoor air per sq.ft. of floor area while maintaining an internal temperature of at least 60 degrees F and no higher than 80 degrees F and relative humidity no higher than 60%.
  - ii. Path 2: If occupancy is desired prior to completion of the flush-out, the space may be occupied following delivery of a minimum of 3,500 cu.ft. of outdoor air per sq.ft. of floor area to the space. Once a space is occupied, it must be ventilated at a minimum rate of 0.30 cfm/sq.ft. of outside air or the design minimum outside air rate determined in IEQ Prerequisite: Minimum Indoor Air Quality Performance, whichever is greater. During each day of the flush-out period, ventilation must begin a minimum of three hours prior to occupancy and continue during occupancy. These conditions must be maintained until a total of 14,000 cu.ft./sq.ft. of outside air has been delivered to the space.
- 2) Commissioning can occur during flush-out, at the discretion of the Commissioner, provided none of the commissioning procedures introduce contaminants into the space and none of the flush-out procedures circumvent the commissioning process. Complete testing and balancing of the HVAC system after the flush-out is complete. Refer to Section 01 91 13 GENERAL COMMISSIONING REQUIREMENTS FOR MEP SYSTEMS.
- 3) If even partial construction work occurs during the flush-out, the flush-out must be started again from the beginning for that space. If multiple, discrete HVAC systems operate independently, flush-out may be completed in portions of the building as work is completed in each area served by a given system.

OR

b. OPTION 2 — Air Testing

- 1) Conduct baseline IAQ testing, after construction ends and prior to occupancy, using testing protocols consistent with current versions of the United States Environmental Protection Agency “Compendium of Methods for the Determination of Air Pollutants in Indoor Air” or ISO methods, as additionally detailed in the USGBC “LEED BD+C Reference Guide.”



- 2) Demonstrate that the contaminant maximum concentrations listed below are not exceeded.

<b>CONTAMINANT</b>	<b>MAXIMUM CONCENTRATION</b>
Formaldehyde	27 parts per billion
Particulates (PM10 for all buildings; PM25 for buildings in EPA nonattainment areas, or local equivalent)	PM10: 50 micrograms per cubic meter PM25: 15 micrograms per cubic meter
Ozone (for buildings in EPA nonattainment areas)	0.075 parts per million
Total Volatile Organic Compounds (TVOC)	500 micrograms per cubic meter
Target chemicals listed in the California Department of Public Health (CDPH) Standard Method c1.1, Table 4-1, except formaldehyde	CDPH Standard Method v1.1-2010, Allowable Concentrations, Table 4-1
Carbon Monoxide (CO)	9 part per million and no greater than 2 parts per million above outdoor levels

- 3) The air sample testing must be conducted as follows:
- i. All measurements must be conducted prior to occupancy, but during normal occupied hours and with the building ventilation system starting at the normal daily start time and operated at the minimum outside air flow rate for the occupied mode throughout the duration of the air testing.
  - ii. The building must have all interior finishes installed, including but not limited to millwork, doors, paint, carpet and acoustic tiles. Non-fixed furnishings such as workstations and partitions are required to be in place for the testing.
  - iii. Prior to air sample testing, all punch-list items that would generate VOCs or other contaminants, the testing and balancing of the HVAC system and finalization of all cleaning must be completed. Use low-emitting cleaning products and vacuum cleaners with HEPA filtration.
  - iv. The number of sampling locations will vary depending upon the size of the building and number of ventilation systems. For each portion of the building served by a separate ventilation system, the number of sampling points must not be less than one per 25,000 sq.ft., or for each contiguous floor area, whichever is larger, and include areas with the least ventilation and greatest presumed source strength.
  - v. Air samples must be collected between 3 feet and 6 feet from the floor to represent the breathing zone of occupants, and over a minimum 4-hour period.
  - vi. For each sampling point where the maximum concentration limits are exceeded, conduct additional flush-out with outside air and retest the specific parameter(s) exceeded to indicate the requirements are achieved. Repeat procedure until all requirements have been met. When retesting non-complying building areas, take samples from the same locations as in the first test.
6. Implementation and Coordination: Before Demolition and/or Construction begins, the Contractor must implement the Construction IAQ Management Plan, coordinate the Construction IAQ Management Plan with all affected trades, and designate one individual as the Construction IAQ Representative at no additional cost to the City of New York, who will be responsible for communicating the progress of the Construction IAQ Management Plan with the Commissioner monthly and for assembling the required LEED documentation. Include provisions in the Construction





IAQ Management Plan for addressing conditions in the field that do not adhere to the Plan, including provisions to implement a stop work order or to rectify non-compliant conditions.

- a. Distribution: The Contractor must distribute copies of the Construction IAQ Management Plan in accordance with Section 01 33 00 SUBMITTAL PROCEDURES.
- b. Instruction: The Contractor must provide on-site instruction of appropriate site management to all Contractor's Subcontractors.
- c. Monitoring: The Construction IAQ Representative must monitor the implementation of the Construction IAQ Management Plan.

### **1.8 SUBMITTALS:**

- A. Submit the following LEED-required records and documents in accordance with Section 01 33 00 SUBMITTAL PROCEDURES and, as applicable, Section 01 81 13.03 SUSTAINABLE DESIGN REQUIREMENTS FOR LEED v3 BUILDINGS or Section 01 81 13.04 SUSTAINABLE DESIGN REQUIREMENTS FOR LEED v4 BUILDINGS.
- B. A copy of the Construction IAQ Management Plan as defined in Sub-Section 1.7 herein.
- C. IAQ Tracking Log
  1. Note date of observed major Construction IAQ issues, describe any damage, describe any repairs or maintenance of specific control measures performed and note responsible party.
  2. Note date and findings of weekly site review, describe any repairs or maintenance performed, and note responsible party. Provide date-stamped photographs, inspection reports or other recording processes.
  3. Submit log monthly.
- D. Product cut-sheets for all filtration media used during construction and installed immediately prior to occupancy, with MERV values highlighted. Cut sheets must be submitted with the Contractor's or Subcontractor's "approved" stamp as confirmation that the products are the products installed on the Project.
- E. PHOTOGRAPHS: Submit to the Commissioner a minimum of 18 photographs as required under the provision for special photographs, in accordance with Section 01 32 33 PHOTOGRAPHIC DOCUMENTATION, comprised of at least six photographs taken on three different occasions during construction of each IAQ measure. The photographs must document the implementation of the Construction IAQ Management Plan throughout the course of the Project construction. Examples include photographs of ductwork sealing and protection, temporary ventilation measures, and conditions of on-site materials storage (to prevent moisture damage). Photographs must include integral date stamping, and must be submitted with brief descriptions of the Construction IAQ Management Plan measure documented, or be referenced to Project meeting minutes or similar Project documents which reference to the Construction IAQ Management Plan measure documented.
- F. A copy of the Project's "Testing, Adjusting and Balancing" (TAB) report, if applicable.

### **1.9 QUALITY ASSURANCE:**

- A. The Contractor will be responsible for preparing and implementing the Construction IAQ Management Plan and must coordinate and incorporate the work of its Subcontractors in the IAQ Management Plan. Include the Construction IAQ Management Plan requirements in contract agreements with Subcontractors. Familiarize Subcontractors with the Construction IAQ Management Plan and how the Construction IAQ Management Plan will affect their daily activities. Hold a Subcontractors' orientation meeting to review the Construction IAQ Management Plan requirements.
- B. Responsibility of Subcontractors: Subcontractors for this Project will be responsible for cooperating with the Contractor in the preparation and implementation of the Construction IAQ Management Plan.



**Department of  
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SINGLE CONTRACT PROJECTS  
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- C. Include construction IAQ progress check-ins as a regular item in weekly Subcontractor meetings and safety meetings. Provide a copy of the plan on site, posted in an easily accessible area.

**PART II – PRODUCTS (Not Used)**

**PART III – EXECUTION (Not Used)**

**END OF SECTION 01 81 19**



**SECTION 01 91 13  
GENERAL COMMISSIONING REQUIREMENTS FOR MEP SYSTEMS**

**REFER TO THE ADDENDUM FOR APPLICABILITY OF THIS SECTION 01 91 13**

**PART I – GENERAL**

**1.1 RELATED DOCUMENTS:**

- A. The following documents apply to all required work for the Project: (1) the Contract Drawings, (2) the Specifications, (3) the General Conditions, (4) the Addendum, and (5) the Contract [City of New York Standard Construction Contract].
- B. The OPR and BOD documents are included by reference for information only.
- C. The Commissioning Plan, prepared by the Commissioning Agent (CxA) under separate contract with the City of New York, contains requirements that apply to this section.

**1.2 SUMMARY:**

- A. This section includes general requirements that apply to implementation of Commissioning without regard to systems, subsystems and equipment being commissioned. General Requirements for building enclosure commissioning are addressed in a separate specification.
- B. This Section includes:
  - 1. Definitions
  - 2. Commissioning Team
  - 3. City’s Responsibilities
  - 4. Contractor’s Responsibilities
  - 5. CxA Responsibilities
  - 6. Commissioning Documentation
  - 7. Submittals
  - 8. Coordination
  - 9. Execution

**1.3 RELATED SECTIONS:**

- A. System-Specific Commissioning requirements indicated in other sections of the Project Specifications for specific requirements for commissioning systems.
- B. This Project will be commissioned by an independent third party under separate contract with the City of New York. Commissioning must be in accordance with ASHRAE and USGBC LEED procedures, and specific commissioning requirements of the Project Specifications, whichever is more stringent. The Contractor must cooperate with the CxA and provide whatever assistance is required.
- C. Related sections include, without limitation, the following:
  - 1. Section 01 10 00 SUMMARY
  - 2. Section 01 31 00 PROJECT MANAGEMENT AND COORDINATION
  - 3. Section 01 32 00 CONSTRUCTION PROGRESS DOCUMENTATION
  - 4. Section 01 78 39 CONTRACT RECORD DOCUMENTS
  - 5. Section 01 79 00 DEMONSTRATION AND OWNER’S PRE-ACCEPTANCE ORIENTATION
  - 6. Section 01 81 13.03 SUSTAINABLE DESIGN REQUIREMENTS FOR LEED v3 BUILDINGS
  - 7. Section 01 81 13.04 SUSTAINABLE DESIGN REQUIREMENTS FOR LEED v4 BUILDINGS
  - 8. Section 01 91 15 GENERAL COMMISSIONING REQUIREMENTS FOR BUILDING ENCLOSURE



**1.4 DEFINITIONS:**

- A. Refer to Article 2 of the Contract for definition of terms, words and expressions used in the General Conditions not otherwise defined herein.

Basis of Design (BOD)	A document, prepared by the Design Consultant, that records concepts, calculations, decisions, and product selections used to meet the OPR and to satisfy applicable regulatory requirements, standards, and guidelines. The document includes both narrative descriptions and lists of individual items that support the design process.
Checklists	Forms that outline the step-by-step process that must be executed to fulfill the test requirements and to verify that materials, equipment, assemblies and systems are installed in accordance with the Contract Documents. The CxA must develop the checklists; the Contractor must complete them.
Commissioning	Commissioning is a systematic process of ensuring and documenting that the building systems have been installed in the prescribed manner, are functionally checked and capable of being operated and maintained to perform with the design intent and have documentation to support proper installation and operation. The process does not eliminate or reduce the responsibility of the installing subcontractors to provide a finished product.
Commissioning Agent (Aka Commissioning Authority) (CxA)	Consultant under separate contract with the City of New York to provide Commissioning services for this Project. The CxA must not be an employee of the Contractor, nor will the CxA have any interest in the Contract.
Commissioning Plan	A document developed by the CxA that outlines the organization, schedule, roles and responsibilities, allocation of resources, and documentation requirements of the commissioning process.
Deferred Performance Tests	Performance tests that are performed, at the discretion of the CxA, after substantial completion, due to partial occupancy, equipment, seasonal requirements, design, or other site conditions that disallow the test from being performed.
Design Consultant	The entity responsible for providing design services for the Project, including without limitation, preparing the construction documents (drawings and Specifications) and providing services in connection with such documents during construction. The entity serving as the “Design Consultant” may be a corporation, firm, partnership, joint venture, individual or combination thereof. Such entity may be either an employee(s) of the City or an entity engaged by the City to provide such services.
Factory Testing	Testing of equipment on-site or at the factory, by factory personnel, with or without the City’s representative.
Functional Performance Test (FPT)	Functional performance testing includes the dynamic functions and operations of equipment and systems using manual or monitoring methods under various levels of operation. Systems are tested under various modes, such as during low cooling loads, high loads, component failures, unoccupied, varying outside air temperatures, fire alarms, power failure, etc. The systems are run through all the control system’s sequences of operation and components are verified to respond as the sequences state. Such tests must be performed as per the protocol written by the CxA which defines the methods, personnel and expectations.
Issue (or Deficiency)	A condition in the installation or function of a component, piece of equipment, or system that is not in compliance with the Contract Documents.



Issues Log	A formal and ongoing record of problems, deficiencies or concerns that have been raised by members of the Commissioning Team during the course of commissioning. The Issues Log is the primary tracking tool to address all Commissioning Issues by concerned parties. All Issues must be addressed and resolved by the concerned parties before the closeout of the Project. This log tracks the resolution performed and date of closure of each Issue.
Master Equipment List (MEL)	A complete listing of all commissioned building equipment, including details such as make, model, location, ID Tag number, etc. that is taken from submittals and is the basis from which checklists will be generated. The MEL is a spreadsheet which is also used as a tracking tool for all milestones of the commissioning process, such as the creation and performance of checklists, startup of equipment, TAB work, etc.
Monitoring	The recording of parameters (flow, current, status, pressure, etc.) of equipment operation using data loggers or the trending capabilities of control systems.
Owner (City of New York) Contracted Tests	Tests paid for by the City of New York outside of the Contractor's Contract and for which the CxA does not provide oversight. These tests will not be repeated during functional testing if properly documented.
Owner's Project Requirements (OPR)	A document, prepared by the Design Consultant that details the functional requirements of a Project and the expectations of how it will be used and operated. These include Project goals, measurable performance criteria, cost considerations, benchmarks, success criteria, and supporting information.
Pre-functional (Installation) Checklists	A list of items to inspect and elementary component tests to conduct to verify proper installation of equipment, provided by the CxA to the Contractor. Installation checklists are primarily static inspections and procedures to prepare equipment or systems for initial operation. Pre-functional (Installation) checklists augment, and are combined with, the manufacturer's startup checklist. The Checklists are filled out by the Contractor and reviewed by the CxA.
Sampling	Functional testing for a percentage of the total number of identical or near-identical pieces of equipment.
Seasonal Performance Tests	Functional tests that are deferred until, or performed again when, the system(s) will experience climate conditions close to their design conditions.
Startup	The initial starting or activating of equipment, including executing construction checklists.
Systems, Subsystems, Equipment, and Components	Where these terms are used together or separately, they mean "as-built" systems, subsystems, equipment, and components.
Systems Manual	A system-focused composite document that includes the Operation and Maintenance Manual, and additional information of use to the owner during the occupancy and operations phase.
Testing, Adjusting and Balancing (TAB)	Testing, adjusting, and balancing of the Heating Hot Water (HHW), Chilled Water (CHW) and Heating, Cooling, and Ventilation Airflow distribution system flows and pressures as specified in Contract Documents by a subcontractor certified to perform such work.
Test Requirements	Requirements specifying what modes and functions, etc. must be tested on any given piece of equipment or any given system (integrated or standalone). The test requirements are not the detailed test procedures. The test requirements for each system are specified in the respective Contract Documents.



Trending	Monitoring using the building controls system, and analysis of the data gathered over a period of time.
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**1.5 COMMISSIONING TEAM:**

- A. Members Appointed by the Contractor and its Subcontractors: Individuals, each having authority to act on behalf of the entity he or she represents, explicitly organized to implement the Commissioning process through coordinated actions. The Commissioning Team will consist of, but not be limited to, representatives of the Contractor, including Project superintendent and Subcontractors, installers, suppliers and specialists deemed appropriate by the CxA.
- B. Members Appointed by the City:
  - 1. Commissioning Authority/Agent (CxA): The designated person, company, or entity under separate Contract with the City that plans, schedules and coordinates the Commissioning Team to implement the commissioning process.
  - 2. Representatives of the facility user and operation and maintenance personnel.
  - 3. Design Consultant and other concerned entities.

**1.6 CITY’S RESPONSIBILITIES:**

- A. Provide the OPR and BOD documentation to the CxA for use in developing the Commissioning Plan; systems manual; operation and maintenance orientation plan; and testing plans and checklists.
- B. Assign operation and maintenance personnel to participate in Commissioning Team activities.
- C. Provide full details and results of any Owner- contracted tests relevant to the current Project.

**1.7 CONTRACTOR’S RESPONSIBILITIES:**

- A. The Contractor must provide utility services required for the commissioning process.
- B. As a member of the Commissioning Team, the Contractor and Subcontractors must assign representatives with expertise and authority to act on behalf of the Contractor and its Subcontractor and schedule them to participate in and perform Commissioning Team activities including, but not limited to, the following:
  - 1. Participate in scheduled construction-phase coordination and Commissioning Team meetings.
  - 2. Integrate and coordinate commissioning process activities with the construction schedule.
  - 3. Provide all factory acceptance test reports to the CxA through the Commissioner.
  - 4. Respond to any additional specific information requests from the CxA. CxA may request additional documentation necessary for the commissioning process. Requests by CxA may precede, be concurrent with, or follow normal submittals.
  - 5. Ensure the cooperation and participation of all Subcontractors and manufacturers of equipment to be commissioned.
  - 6. Verify and confirm that components, equipment, and system are functioning as per design prior to CxA witnessing testing.
  - 7. Perform testing required in the Commissioning schedule as per the Commissioning process test procedures provided by the CxA, providing no less than 48 hours’ notice to the CxA through the Commissioner.
  - 8. Complete installation checklists as Work is completed and return to CxA through the Commissioner.



9. Provide written responses to the CxA through the Commissioner for resolution of Issues recorded in the Issues Log within five (5) business days.
10. Evaluate performance deficiencies identified in test reports and, in collaboration with entity responsible for system and equipment installation, recommend corrective action.
11. Submit operation and maintenance manuals for systems and subsystems, and equipment in accordance with Section 01 78 39 CONTRACT RECORD DOCUMENTS. Such documents must be submitted prior to functional testing.
12. Submit As-Built documents in accordance with Section 01 78 39 CONTRACT RECORD DOCUMENTS.
13. Provide orientation sessions for operations and maintenance personnel (sessions will be witnessed by the CxA) in accordance with Section 01 79 00 DEMONSTRATION AND OWNER'S PRE-ACCEPTANCE ORIENTATION. Provide no less than 48 hours' notice to the CxA, through the Commissioner. Video record and edit orientation sessions and provide an electronic recording to the CxA and Commissioner no later than two (2) weeks after the orientation session occurs. Edit as requested by the Commissioner.

#### **1.8 COMMISSIONING AGENT'S (CxA) RESPONSIBILITIES:**

- A. Organize and lead the Commissioning Team.
- B. Prepare a construction-phase Commissioning Plan. Collaborate through the Commissioner with each Contractor and with Subcontractors to develop test and inspection procedures. Include design changes and coordinate Commissioning activities with the overall Project schedule. Identify Commissioning Team member responsibilities, by name, firm, and trade specialty, for performance of each commissioning task. Update the Commissioning Plan during construction as required.
- C. Review and comment in accordance with Section 01 33 00 SUBMITTAL PROCEDURES, on submittals from the Contractor for compliance with the OPR, BOD, Contract Documents, and construction-phase Commissioning Plan. Review and comment on performance expectations of systems and equipment and interface between systems relating to the OPR and BOD.
- D. Coordinate with the Commissioner, in accordance with Section 01 31 00 PROJECT MANAGEMENT AND COORDINATION, to convene Commissioning Team meetings for the purpose of coordination, communication and conflict resolution; discuss progress of the commissioning processes.
- E. At the beginning of the construction phase, coordinate with the Commissioner's kick-off meeting schedule to conduct an initial construction-phase coordination meeting for the purpose of reviewing the Commissioning activities and establishing tentative schedules for operation and maintenance submittals, operation and maintenance orientation sessions, TAB Work, testing, and Project completion.
- F. Perform site visits to observe and inspect construction as described in the Commissioning Plan. Report progress and deficiencies to the Commissioner. In addition to compliance with the OPR, BOD, and Contract Documents, inspect systems and equipment installation for adequate accessibility required for component maintenance replacement and repair.
- G. Prepare and distribute project-specific test and inspection procedures and checklists and maintain MEL.
- H. Verify air and water systems balancing by sampling, reviewing completed reports and selected site observation. Coordinate submittal reviews with the Commissioner so that the comments are combined into a single review and submitted to the Contractor.
- I. Coordinate with the Commissioner to witness and document tests, inspections and systems startup, as per the Commissioning Plan.



- J. Maintain an Issues Log and a record of functional testing. Report all Issues as they occur to the Commissioner.
- K. Compile test data, inspection reports and certificates, and include them in the systems manual and Commissioning Report.
- L. Certify date of acceptance and startup for each item of equipment for start of warranty periods.
- M. Review and comment on operation and maintenance documentation and systems manual outline for compliance with the OPR, BOD, and Contract Documents. Operation and maintenance documentation requirements are specified in other sections of the Project Specifications and described in Section 01 78 39 CONTRACT RECORD DOCUMENTS.
- N. Review agenda for orientation; witness and confirm orientation session conforms with agenda and Contract Documents; review recording of demonstration and orientation sessions provided by the Contractor on USB drive or other electronic media as requested by the Commissioner and provide appropriate comments for editing.
- O. Return to the site ten (10) months into the twelve (12)-month guaranty period, to review with facility staff the current building operation and the condition of outstanding Issues related to the original and seasonal commissioning. Interview facility staff and identify problems or concerns they have with operating the building as originally intended.
- P. Prepare Commissioning Reports.
- Q. Assemble the final commissioning documentation, including the Commissioning Report and Systems Manual.
- R. Perform all CxA tasks as defined by LEED and the NYC Energy Conservation Code; prepare LEED submittal documents and preliminary and final Commissioning Reports as required by the NYC Energy Conservation Code.

#### **1.9 COMMISSIONING DOCUMENTATION:**

The Contractor must assist the CxA in the development and compiling of the following Commissioning Documentation:

- A. Index of Commissioning Documents: The CxA will prepare an index including the storage location of each document.
- B. Commissioning Plan: A document prepared by the CxA that outlines the schedule, allocation of resources, roles and responsibilities, and documentation requirements of the Commissioning process.
- C. Test Checklists: The CxA will develop test checklists for each system, subsystem, or equipment including interfaces and interlocks, and include a separate entry, with space for comments, for each item to be tested. The CxA will prepare separate checklists for each mode of operation and provide space to indicate whether the mode under test responded as required. Space will be provided for testing personnel to sign off on each checklist. Specific checklist content requirements are specified in other sections of the Project Specifications, but must include without limitation:
  - 1. Identification of tested item
  - 2. Date of test
  - 3. Indication of whether the record is for a first test or retest following correction of a problem or Issue
  - 4. Dated signatures of the person performing the test and of the witness if applicable
  - 5. Deficiencies and Issues, if any, generated as a result of the test





- D. Inspection Checklists will be signed by the Contractor, Subcontractor(s), Installer(s), and CxA certifying that systems, subsystems, equipment, and associated controls are ready for testing.
- E. Test and Inspection Reports: The CxA will record test data, observations, and measurements on test checklists. Photographs, forms, and other means appropriate for the application will be included with data. CxA must compile test and inspection reports and test and inspection certificates and include them in systems manual and Commissioning Report.
- F. Corrective Action Documents: The CxA will document corrective action taken for systems and equipment that fail tests and include required modifications to systems and equipment and revisions to test procedures, if any. The Contractor must retest systems and equipment requiring corrective action. The CxA will document retest results.
- G. Issues Log: The CxA will prepare and maintain an Issues Log that describes design, installation, and performance Issues that are at variance with the OPR, BOD, and Contract Documents. The log will identify and track Issues as they are encountered, documenting the status of unresolved and resolved Issues. The Issues Log will identify, at a minimum:
  - 1. The party responsible for correcting the Issue,
  - 2. The person documenting the Issue resolution,
  - 3. The exact location of the Issue (floor and room),
  - 4. The applicable system component,
  - 5. A detailed description of the Issue,
  - 6. The Issue status, and
  - 7. The date the Issue was discovered and the date the Issue was resolved.
- H. Commissioning Report: The CxA will document results of the commissioning process including unresolved Issues and performance of systems, subsystems, and equipment. The Commissioning Report will indicate whether systems, subsystems, and equipment have been completed and are performing according to the OPR, BOD, and Contract Documents. The Commissioning Report must include:
  - 1. An executive summary, including participants and their roles, a brief building description, an overview of the commissioning and testing scope, and a general description of testing and verification methods,
  - 2. Installation/Pre-Functional Checklists,
  - 3. Start-up reports,
  - 4. Functional Test documentation,
  - 5. Trend Log Analysis,
  - 6. The final Issues Log, with all Issues identified through the commissioning process, identifying which, if any, Issues remain unresolved,
  - 7. The Commissioning Plan,
  - 8. Commissioning progress and field reports,
  - 9. Commissioning review documents, and
  - 10. Record of owner's orientation.
- I. Systems Manual: The CxA will gather required information and compile systems manual as specified in other sections of the Project Specifications and described in Section 01 78 39 CONTRACT RECORD DOCUMENTS.



**1.10 SUBMITTALS:**

- A. Submittal of shop drawings, product data, samples, etc., relevant to commissioning must be provided to the CxA as requested. Such submittals must be in compliance with Section 01 33 00 SUBMITTAL PROCEDURES.
- B. As-Built Contract Record Drawings and Operating and Maintenance Manuals relevant to commissioning must be provided to the CxA as requested. Such submittals must be in compliance with Section 01 78 39 CONTRACT RECORD DOCUMENTS.
- C. All demonstration and orientation submittals relevant to commissioning must be provided to the CxA as requested. Such submittals must be in compliance with Section 01 79 00 DEMONSTRATION AND OWNER'S PREACCEPTANCE ORIENTATION.
- D. Completed Prefunctional (Installation) Checklists must be provided to the CxA prior to equipment startup.

**1.11 COORDINATION:**

- A. Coordination of Commissioning is the responsibility of all Commissioning Team members.
- B. Coordinating Meetings: The CxA will coordinate with the Commissioner's regularly scheduled construction progress meetings to conduct coordination meetings of the Commissioning Team to review progress on the Commissioning Plan, to discuss scheduling conflicts, and to discuss upcoming commissioning process activities. Commissioner and Contractor must ensure that all required Commissioning Team members attend.
- C. Construction Documents: The Contractor, through the Commissioner, will furnish copies of all construction documents, addenda, change orders and appropriate submittals and shop drawings to the CxA.
- D. Pre-testing Meetings: The CxA will coordinate with the Commissioner to conduct pretest meetings of the Commissioning Team to review startup reports, pretest inspection results, testing procedures, testing personnel and instrumentation requirements, and manufacturers' authorized service representative services for each system, subsystem, equipment, and component to be tested. Commissioner and Contractor must ensure that all required Commissioning Team members attend.
- E. Testing Coordination: Contractor must coordinate schedule times with the Commissioning Team, through the Commissioner, for tests, inspections, obtaining samples, and similar activities. The CxA will advise the Commissioning Team as to the sequence of testing activities to accommodate required quality-assurance and -control services with a minimum of delay and to avoid necessity of removing and replacing construction to accommodate testing and inspecting.
- F. Manufacturers' Field Services: The Contractor must coordinate manufacturers' field services, as per the Commissioning Plan.
- G. The CxA will regularly apprise the Commissioner of progress, pending problems and/or disputes, as well as provide regular status reports on progress with each system.

**PART II – PRODUCTS**

**2.1 TEST EQUIPMENT**

- A. All industry standard test equipment required for performing the specific tests must be provided by the Contractor responsible for testing. Any proprietary Vendor-specific test equipment must be provided by that Vendor or Manufacturer.
- B. Special equipment, tools, instruments, software, and equipment communication network access hardware and software (only available from Vendor, specific to the piece of equipment) required for testing equipment according to the Contract Documents must be included at no extra cost to the City and must be turned over



to the City at Project close-out, except for stand-alone data logging equipment that may be used by the CxA.

- C. Any portable or handheld setup and/or calibration devices required to initialize the control system must be made available by the control vendor for use by the CxA at no additional cost to the City.
- D. The instrumentation used in the commissioning process must comply with the following:
  - 1. Be of sufficient quality and accuracy to test and/or measure system performance within the tolerances required
  - 2. Be calibrated at the manufacturer's recommended intervals with calibration tags permanently affixed to the instrument
  - 3. Be maintained in good repair and operating condition throughout use duration on this Project
  - 4. Be immediately recalibrated or repaired if dropped and/or damaged in any way during this Project.

### **PART III – EXECUTION**

#### **3.1 COMMISSIONING PROCESS**

- A. The following provides an overview of the Commissioning tasks during Project construction and the general order in which they occur.
  - 1. Construction-phase Commissioning begins with a Commissioning Kickoff Meeting, conducted by the CxA through the Commissioner in accordance with section 01 31 00 PROJECT MANAGEMENT AND COORDINATION, where the Commissioning process is reviewed with all the Commissioning Team Members.
  - 2. Additional meetings may be required throughout construction, scheduled by the CxA through the Commissioner in accordance with 01 31 00 PROJECT MANAGEMENT AND COORDINATION with necessary parties attending, to plan, scope, coordinate and schedule future activities and resolve open Issues.
  - 3. The CxA will review the Contractor submittals concurrent with the Commissioner and provide comments to the Commissioner for inclusion in their review. The reviewed submittals will include all commissioned equipment information, including detailed startup procedures, and coordination drawings that include commissioned equipment and systems, control drawings and sequences, and interfaces and interlocks between systems.
  - 4. The CxA works with the Commissioner and Contractor in developing Pre-functional and Functional Test documentation formats.
  - 5. Periodically throughout the construction process, the CxA will perform site visits to observe component and system installations.
  - 6. The checkout and performance verification generally proceeds from component level to equipment to systems and intersystem levels. Pre-functional (Installation) Checklists are to be completed before equipment startup. Equipment startup must be completed before TAB. TAB must be completed before the Functional Performance Checklists.
  - 7. The Contractor must, with guidance from the CxA, execute and document the Pre-Functional (Installation) Checklists and perform startup and initial checkout of equipment and systems. The CxA documents that the checklists and startup are completed according to the approved plans. This will include the CxA witnessing selected assembly markups, portions of the startup of selected equipment, and spot checking the Pre-Functional (Installation) Checklists.
  - 8. The CxA develops specific equipment and system Functional Checklists. The Contractor receives a copy of the procedure through the Commissioner. The CxA may request additional design



narrative from the Commissioner and Controls Contractor, depending on the completeness of the Basis of Design and sequences provided within the design documents.

9. The Functional Checklists are executed by the Contractor and witnessed and documented by the CxA.
10. Items of non-compliance in material, installation startup, and operation are corrected and the equipment or system is rechecked. The CxA will maintain an Issues Log to track Issues and Issue resolution.
11. The CxA will review the Operation & Maintenance documentation for completeness.
12. Commissioning, excluding the Warranty Walkthrough and any seasonal testing at the written direction of the Commissioner, must be completed prior to Substantial Completion.
13. The CxA reviews the orientation documentation. The orientation schedules and agenda are provided by the subcontractors. The CxA verifies that orientation is completed, attended by the appropriate City of New York personnel, is thorough and provides all necessary information required to operate and service the equipment or system.
14. Deferred testing/checkouts are conducted, as specified or required in the Contract Documents.

### **3.2 COMMISSIONING PLAN AND SCHEDULE**

- A. Commissioning Plan: The Commissioning Plan provides guidance in the execution of the commissioning process. After the initial construction phase Commissioning kickoff meeting, the CxA will update the plan. This plan is a living document that must evolve and expand as the Project progresses. The Commissioning Plan must include:
  1. Description of the facility and Project.
  2. Description of the commissioning process and associated deliverable documents.
  3. Description of equipment and systems to be commissioned.
  4. Description of schedules for testing procedures along with identification of parties involved in performing and verifying tests.
  5. Sample rates for equipment to be tested.
  6. Identification of task items that must be completed before the next operation can proceed.
  7. Description of responsibilities of Commissioning Team members.
  8. Description of observations to be made and reported on during testing and witnessing of testing by all parties involved in the Project.
- B. Commissioning Schedule: Contractor must provide construction schedules to the CxA, in accordance with Section 01 31 00 PROJECT MANAGEMENT AND COORDINATION. The CxA will develop and submit a schedule identifying the commissioning process and provide commissioning scheduling information to the Commissioner and Contractor for review and planning activities. The Contractor must incorporate the CxA's activities into the Project schedule.

### **3.3 TESTING PROCEDURES**

- A. The CxA will determine and document the acceptance procedures for each system within disciplines. The acceptance procedures must incorporate the commissioning standards and successful testing results as referred to throughout the Specifications.



- B. The CxA will provide performance checklists and performance checkout data sheets for each system based on actual system configuration. Special emphasis must be placed on checkout procedures that must conclusively determine actual system performance and compliance with the OPR and BoD.
- C. The Contractor and appropriate Vendor(s) must be informed of what tests are to be performed and the expected results. The Commissioning Plan must address the test requirements and be distributed to all parties involved with that system.
- D. Prior to Functional Testing, the Contractor must provide the following:
  - 1. Contractor must certify in writing that commissioned systems, subsystems, and equipment have been installed, calibrated and started, and are operating according to the Contract Documents.
  - 2. Contractor must certify in writing that all relevant instrumentation and control systems have been completed and calibrated; are operating according to the Contract Documents; and that pretest set points have been recorded.
  - 3. Contractor must certify in writing that TAB procedures have been completed, and that the TAB report has been submitted, discrepancies corrected, and corrective work approved.
  - 4. Contractor must perform tests for system and intersystem performance only after CxA and Commissioner have approved the completed testing checklists for systems, subsystems, and equipment.
- E. The Functional Performance tests must be performed by the Contractor and Vendor(s) with oversight by the CxA. The CxA must witness, verify, and document these tests.
  - 1. Functional Performance Tests must include operating the systems and components through each of the written sequences of operation, other significant modes of miscellaneous alarms, power failure, and security alarm when impacted by and interlocked with commissioned equipment, as detailed in the Commissioning Plan.
  - 2. Checklists must be completed comprehensively and to the extent necessary to enable the CxA to assure the Commissioner that the systems perform as per the OPR, BOD, and Contract Documents.
  - 3. If a test is failed for any reason and retesting is required, the Contractor must provide retesting at no additional cost to the City.
  - 4. If a test must be witnessed more than twice by the Commissioning Agent due to repeated failure to perform as per the design documents, the Contractor must be responsible for the Commissioning Agent's fee for witnessing repeated tests beyond the second incidence. Such fee will be negotiated between the Commissioning Agent and the Commissioner.
  - 5. After testing, Contractor must return settings to normal operating conditions.

### **3.4 OPERATION & MAINTENANCE MANUALS**

- A. General
  - 1. The CxA must review the Operation & Maintenance manuals provided by the Contractor for completeness of the document. The review process will verify that Operation & Maintenance instructions meet Specifications and are included for all commissioned equipment furnished by the Contractor.
  - 2. Published literature will be specifically oriented to the provided equipment, indicating required operation and maintenance procedures, parts lists, assembly / disassembly diagrams and related information.



3. The Contractor must incorporate the standard technical literature into system-specific formats for this facility as designed and as actually installed. The resulting Operation & Maintenance information must be system-specific, concise, to the point and tailored specifically to this facility. The CxA must review these documents as necessary for final corrections by the Contractor.
  4. Contractor must submit Operations & Maintenance Manuals for each piece of equipment for review no later than 45 days after submittal approval.
- B. The Operation & Maintenance Manual review and coordination efforts must be completed prior to Owner orientation sessions, as these documents are to be utilized in the orientation sessions.
- C. System Operations Manual
1. The CxA must prepare and deliver these documents with inputs from the Contractor. The Contractor must provide all required documents to the CxA, through the Commissioner. The required documents must be described in the Commissioning Plan and Contract Documents. Typically, the manual includes the following:
    - a. System, subsystem, and equipment descriptions
    - b. Commissioned systems single line diagrams (to be provided by Mechanical, Electrical, Plumbing, and Building Management System (BMS) subcontractors).
    - c. As built sequences of operations, control drawings and original set points (to be provided by Design Consultant and BMS subcontractor).
    - d. Operating instructions for integrated building systems (to be provided by Mechanical and BMS subcontractors).
    - e. Recommended schedule of maintenance requirements and frequency (to be provided by subcontractors).
    - f. Recommended schedule for calibrating sensors and actuators (to be provided by BMS subcontractor).

### **3.5 DEMONSTRATION AND INSTRUCTION**

- A. The Contractor must schedule and coordinate instruction sessions for the facility's staff for each commissioned system. Demonstrations must be held per Contract Documents, along with the appropriate schematics, handouts and visual / audio orientation aids onsite with equipment.
- B. The equipment vendors must provide instruction on the specifics of each major equipment item including philosophy, troubleshooting and repair techniques.
- C. The Contractor must record and edit demonstration and orientation sessions, and provide these records to the CxA, through the Commissioner.
- D. For additional direction pertinent to instruction, refer to other specific divisions for demonstration and instruction requirements.

### **3.6 WARRANTY REVIEW / SEASONAL TESTING**

- A. The CxA will return upon the start of the new season (cooling or heating) after Project completion to conduct performance tests that could not be performed due to ambient conditions. The seasonal testing will only be performed if suitable loads / conditions were unavailable during the performance testing stages (in other words; the requirement for testing is warranted), and at the written direction of the Commissioner.
- B. The CxA will return to the site approximately ten (10) months into the twelve (12)-month guaranty period and interview the occupants and maintenance staff, review the operation of the building, provide recommendations for installation and operational problems and document warranty and operational Issues in the Issues database.



**3.7 RECORD DRAWINGS**

- A. The CxA must review the as built Contract Documents to verify incorporation of both design changes and as-built construction details. Discrepancies noted must be corrected by the appropriate party.

**END OF SECTION 01 91 13**



**Department of  
Design and  
Construction**

Division 01 – DDC STANDARD GENERAL CONDITIONS  
SINGLE CONTRACT PROJECTS  
Issue Date: July 1, 2022

(No Text on This Page)





**SECTION 01 91 15  
GENERAL COMMISSIONING REQUIREMENTS FOR BUILDING ENCLOSURE**

**REFER TO THE ADDENDUM FOR APPLICABILITY OF THIS SECTION 01 91 15**

**PART I – GENERAL**

**1.1 RELATED DOCUMENTS**

- A. The following documents apply to all required work for the Project: (1) the Contract Drawings, (2) the Specifications, (3) the General Conditions, (4) the Addendum, and (5) the Contract [City of New York Standard Construction Contract].
- B. The Owner's Project Requirements (OPR) and Basis of Design (BOD) documents are included by reference for information only.
- C. The Commissioning Plan, prepared by the Commissioning Agent (CxA) under separate contract with the City of New York, contains requirements that apply to this section.

**1.2 SECTION INCLUDES**

- A. This section includes the commissioning requirements for the Building Enclosure systems. Refer to "Exterior Enclosure Commissioning" in other sections of the Project Specifications for specific requirements regarding Building Enclosure Commissioning.
  - 1. The commissioning requirements for the Building Enclosure systems given in this section are entirely separate from, and in addition to, the Section 01 91 13 GENERAL COMMISSIONING REQUIREMENTS FOR MEP SYSTEMS for this Project. The Contractor, and his/her Suppliers, Subcontractors, Vendors, etc., are required to participate in both commissioning processes as required.

**1.3 DESCRIPTION**

- A. Building Enclosure Commissioning (BECx) is a systematic process of ensuring all building enclosure systems responsible for environmental separation perform as per the OPR and BOD. The BECx process is intended to verify and document proper installation and performance of building enclosure materials and systems in accordance with the Contract Documents.
- B. Commissioning does not take away from, or reduce, the Contractor's responsibility to provide a finished and fully functioning product and installation.
- C. This section will in no way diminish the responsibility of the Contractor in performing all aspects of work and testing as outlined in the Contract Documents. Any requirements outlined in this section are in addition to requirements outlined in the Contract Drawings and Specifications.

**1.4 RELATED WORK**

- A. Specific BECx requirements are given in this Section. The following Project Specification sections are related to the commissioning work specified in this section:
  - 1. Basic Concrete Requirements: Refer to Division 03
  - 2. Basic Metal Requirements: Refer to Division 05
  - 3. Basic Waterproofing, Roofing, Air Barrier and Insulation Requirements: Refer to Division 07
  - 4. Basic Fenestrations Requirements: Refer to Division 08
  - 5. Basic Finishing Requirements: Refer to Division 09



**1.5 DEFINITIONS AND ABBREVIATIONS**

A. Refer to Article 2 of the Contract and Section 01 91 13 GENERAL COMMISSIONING REQUIREMENTS FOR MEP SYSTEMS for terms, words, and expressions not otherwise defined herein.

Approval	Acceptance that a material or system has been properly installed and is functioning in tested modes according to the Contract Documents.
Building Enclosure Commissioning Agent (BECA)	BECA directs and coordinates day-to-day BECx commissioning activities.
Building Enclosure Testing Agency (BETA)	Building Enclosure Testing Agency whom is an independent agency retained by the Contractor and approved by the Commissioner, fully accredited by the appropriate governing body for each of the materials, components or systems to be tested or evaluated for compliance with requirements of the Contract Documents and as directed by the BECA. Documentation of such certification must be submitted to and approved by the Commissioner prior to the start of any work by the BETA.
Commissioning	Commissioning is a systematic process of ensuring and documenting that the building systems have been installed in the prescribed manner, are functionally checked and capable of being operated and maintained to perform with the design intent, and have documentation to support proper installation and operation. The process does not eliminate or reduce the responsibility of the installing subcontractors to provide a finished product.
Commissioning Agent (CxA)	Refer to Section 01 91 13 GENERAL COMMISSIONING REQUIREMENTS FOR MEP SYSTEMS for Definition.
Commissioning Plan	Refer to Section 01 91 13 GENERAL COMMISSIONING REQUIREMENTS FOR MEP SYSTEMS for Definition.
Deficiency	Condition of a building enclosure material or system that is not in compliance with Contract Documents (that is, does not perform properly or does not comply with design intent).
Design Consultant	Refer to Section 01 91 13 GENERAL COMMISSIONING REQUIREMENTS FOR MEP SYSTEMS for Definition.
Simulated Condition	Condition created for testing component or system (e.g., applying pressure differential across the building enclosure concurrent with water spray to simulate a wind driven rain).
Mock-up	The activities where systems or materials are initially constructed and tested.

**1.6 COORDINATION**

A. Building Enclosure Commissioning Team: Members of the Building Enclosure Commissioning Team will consist of:

1. CxA
2. BECA
3. BETA
4. Commissioner
5. Contractor, and all Building Enclosure Subcontractors
6. Design Consultant

B. Management: City of New York will contract services of the BECA through a separate contract. The BECA will direct and coordinate commissioning activities and report to the Commissioner. All members of the



Building Enclosure Commissioning Team must cooperate to fulfill contracted responsibilities and objectives of the Contract Documents.

- C. Scheduling: BECA must work with the Building Enclosure Commissioning Team to establish required commissioning activities to incorporate into the preliminary commissioning schedule. The Contractor must integrate commissioning activities into master construction schedule, in accordance with Section 01 32 00 CONSTRUCTION PROGRESS DOCUMENTATION. Necessary notifications are to be made in a timely manner in order to expedite commissioning.

## **1.7 SUBMITTALS**

- A. Contractor must provide documentation required for commissioning work in accordance with Section 01 33 00 SUBMITTAL PROCEDURES. At minimum, documentation must include, but not be limited to:
  - 1. Submittal of shop drawings, product data, samples, etc., relevant to BECx and as requested by the BECA. Such submittals must be in compliance with Section 01 78 39 CONTRACT RECORD DOCUMENTS.
  - 2. As-Built Record Drawings and Operation and Maintenance Information relevant to BECx and as required by the BECA. Such submittals must be in compliance with Section 01 78 39 CONTRACT RECORD DOCUMENTS.
  - 3. All demonstration and orientation submittals relevant to BECx and as requested by the BECA. Such submittals must be in compliance with Section 01 79 00 DEMONSTRATION AND OWNER'S PREACCEPTANCE ORIENTATION.
  - 4. Performance data, any performance test procedures, and installation and checkout materials.
- B. The Contractor must provide all submittals to the Design Consultant, as per Section 01 33 00 SUBMITTAL PROCEDURES. The Design Consultant will transmit all building enclosure related submittals to the BECA for concurrent review.

## **PART II – PRODUCTS (Not Used)**

## **PART III – EXECUTION**

### **3.1 SYSTEMS TO BE COMMISSIONED**

- A. Building Enclosure systems to be commissioned may include, but are not limited to, Roof waterproofing, including garden roof systems, all penetrations, and transitions; skylights and other sloped glazing; exterior walls, including the air barrier system, water management systems, and thermal insulation; punched windows, window walls, curtain walls, storefronts, glazed entries, doors, and louvers; sealants, expansion joints, and control joints; flashings, including all transitions and end-dams; terrace, balcony, and deck waterproofing; below-grade waterproofing, including drainage, waterproofing and damp proofing; below slab floor barriers; interface and transition conditions between exterior enclosure components and systems; smoke controls and fire separation and stopping; and any other special building enclosure systems, equipment, and controls. Refer to the Contract Documents for clarity.

### **3.2 RESPONSIBILITIES OF COMMISSIONING TEAM MEMBERS DURING CONSTRUCTION PHASE**

- A. Responsibilities of the Design Consultant include without limitation the following:
  - 1. Review BECA comments on construction documents and shop drawings.
  - 2. Assist in dispute resolution regarding building enclosure items.
  - 3. Review BECA reports.
  - 4. Incorporate BECA Submittal Review Comments into response on submittals.
- B. Responsibilities of the BECA include the following without limitation:



1. Review and comment on Mock-up construction and testing plan as provided by Contractor.
  2. Development of BECx Plan.
  3. Review of building enclosure shop drawings and submittals, including “approved equal” requests, through the Commissioner in accordance with Section 01 33 00 SUBMITTAL PROCEDURES.
  4. Attend combined pre-construction and BECx kick-off meeting.
  5. Develop construction checklists for the building enclosure for the Contractor’s use.
  6. Observe the construction of a building enclosure Mock-up.
  7. Witness the testing of a building enclosure Mock-up.
  8. Project meetings / conference calls / coordination.
  9. Field monitor installation of exterior enclosure components.
  10. Update field report log.
  11. Update BECx Plan.
  12. Advise on Requests for Information.
  13. Assist with the preparation of LEED paperwork.
  14. Prepare systems manual, with required inputs and documentation from the Contractor in accordance with Section 01 78 39 CONTRACT RECORD DOCUMENTS.
  15. Complete Maintenance Plan, with required inputs and documentation from the Contractor in accordance with Section 01 78 39 CONTRACT RECORD DOCUMENTS.
  16. Prepare training manual, with required inputs and documentation from the Contractor in accordance with Section 01 78 39 CONTRACT RECORD DOCUMENTS.
  17. Prepare final BECx record and enclosure commissioning close-out documents.
  18. Develop on-going BECx Plan.
- C. Responsibilities of the Contractor and Building Enclosure Subcontractors include without limitation the following:
1. Review BECx Plan and FPT specification.
  2. Attend commissioning kick-off meeting and other Building Enclosure Commissioning Team meetings.
  3. Incorporate commissioning activities into the construction schedule.
  4. Periodically update Commissioning activities in the construction schedule.
  5. Notify Commissioner and BECA of work completion.
  6. Verify building enclosure materials and assemblies are ready for functional testing.
  7. Retain the services of an approved independent BETA; submit qualifications of independent BETA to Commissioner for approval; coordinate all activities and deliverables of this BETA; ensure all BETA deliverables are provided to the Building Enclosure Commissioning Team.
  8. Attend all required material and systems testing.
  9. Execute all periodic maintenance or repairs required on started systems from initial Mock-up of equipment to Final Acceptance by Commissioner to prevent material warranties from being voided.
  10. Submit maintenance logs of all interim maintenance or repair tasks performed by Contractor.



11. Ensure installation work is complete, is in compliance with Contract Documents, and is ready for Functional Performance Testing. FPT test results will be documented by BECA.
  12. Ensure resolution of non-compliance and deficiencies in construction or test results. Obtain written documentation of completion from the appropriate subcontractors.
  13. Provide letters of compatibility for adjacent building enclosure materials and assemblies.
  14. Facilitate all repairs and retesting of failed condition at no additional cost to the City of New York.
  15. Provide all warranty information to BECA.
- D. Responsibilities of the BETA include without limitation the following:
1. Attend Commissioning kick-off meeting and other Building Enclosure Commissioning Team meetings.
  2. Provide on-site technician and equipment to complete Mock-up and field Functional Performance Testing.
  3. Prepare and submit reports to the Commissioner at the conclusion of all testing.
  4. Perform retesting and prepare corresponding reports.

### **3.3 BUILDING ENCLOSURE COMMISSIONING TEAM (BECx) MEETINGS**

- A. BECx meetings will be held periodically, as determined by the Commissioner and recommended by BECA.
- B. Discussions held in BECx meetings must include, but not be limited to: system/materials, mock-up/field, progress, scheduling, testing, documentation, deficiencies, and problem resolution.
- C. The Contractor must attend BECx meetings, and must ensure the attendance of required subcontractors, as requested.

### **3.4 REPORTING**

- A. BECA will provide status reports to the Commissioner. The Commissioner will provide such status reports to the Contactor, CxA, Design Consultant, and other entities as needed.
- B. BECA will submit non-compliance and deficiency reports to Commissioner. The Commissioner will provide such reports to the Contractor, CxA, Design Consultant, and other entities as needed.
- C. BECA will provide a final summary report to Commissioner and CxA.

### **3.5 MOCK-UP AND FINAL CONSTRUCTION**

- A. Prior to Functional Performance Testing or concealment of functional performance layers within the building enclosure, the Contractor must verify that all assemblies are complete, including deficiency long items, and all Contract requirements are met.

### **3.6 FUNCTIONAL PERFORMANCE TESTING**

- A. Objectives and Scope
  1. The objective of Functional Performance Testing is to demonstrate that the building enclosure is performing according to documented design intent and Contract Documents. Functional Performance Testing ensures and documents that the building enclosure systems are fully operational. Additionally, during Functional Performance Testing, areas of deficient performance are identified and corrected, improving building enclosure system performance.
- B. Development of Test Procedures



1. The purpose of a specific test is to verify and document compliance of the installed enclosure systems with the OPR. Building Enclosure Functional Performance Test Protocols are provided in other sections of the Project Specifications for specific requirements regarding BECx.

C. Coordination and Scheduling

1. Contractor must provide sufficient notice to BECA, through the Commissioner, regarding completion schedule for materials and systems. Testing to be performed in conjunction with site visits. Contractor must schedule Functional Performance Tests with Commissioning Team. BECA must witness and document functional testing of equipment and systems. BETA, as retained by the Contractor, must execute tests under direction of BECA.
2. Successful completion of Mock-up functional performance testing must occur prior to full production installation of building enclosure materials and systems.

**3.7 DOCUMENTATION, NON-CONFORMANCE, AND APPROVAL OF TESTS**

A. Documentation

1. BECA must witness and document results of FPT.

B. Non-Conformance

1. BECA must record results of functional testing. Deficiency or non-conformance issues must be noted and reported to the Commissioner. The Commissioner must provide such non-conformance reports to the CxA, Design Consultant, Contractor, and other entities, as needed.
2. Corrections of minor deficiencies identified may be made during tests at the discretion of the Commissioner and as recommended by the BECA. In such cases, deficiency and resolution must be documented.
3. Every effort must be made to expedite testing and minimize unnecessary delays, while not compromising integrity of tests.
4. Deficiencies are handled in the following manner:
  - a) BECA documents deficiencies and notes Contractor's response and intentions. A finding of deficiency will not end the testing process.
  - b) BECA submits deficiency report to the Commissioner. The Commissioner will provide such deficiency report to the CxA, Contractor, Design Consultant, and other entities as required.
  - c) Contractor corrects deficiency and certifies that material or assembly is ready to be retested.
  - d) Contractor informs Commissioner of retesting schedule for coordination with the BECA.
  - e) Contractor reschedules test with the Commissioner and BETA at no additional cost to the City of New York.
  - f) If a test must be witnessed more than twice by the BECA due to repeated failure to perform as per the design documents, the Contractor must be responsible for the BECA's fee for witnessing repeated tests beyond the second incidence. Such fee will be negotiated between the BECA and the Commissioner.

C. Testing

1. Costs for all testing and retesting required for the Project will be the responsibility of the Contractor. The Contractor is to provide access to the test specimens to the Commissioning Team, through the Commissioner.



**3.8 COMMISSIONING DOCUMENTATION**

A. Final Report Details

1. Final BECx Report must include an executive summary, list of participants and roles, brief building description, overview of Commissioning and testing scope, and general description of testing and verification methods. Report must contain evaluation regarding:
  - a) Conformance to Specifications and design intent.
  - b) Material/system installation.
  - c) Functional performance.
2. All outstanding non-compliance items must be specifically listed.
3. Recommendations for improvement to system or operations, future actions, etc. must also be listed.

**END OF SECTION 01 91 15**



**Department of  
Design and  
Construction**

Division 01 – DDC STANDARD GENERAL CONDITIONS  
SINGLE CONTRACT PROJECTS  
Issue Date: July 1, 2022

(No Text on This Page)





Department of Design and Construction

THE CITY OF NEW YORK
DEPARTMENT OF DESIGN AND CONSTRUCTION
DIVISION OF PUBLIC BUILDINGS

30-30 THOMSON AVENUE LONG ISLAND CITY, NEW YORK 11101-3045
TELEPHONE (718) 391-1000 WEBSITE www.nyc.gov/buildnyc

Contract for Furnishing all Labor and Material Necessary

Contractor

Dated \_\_\_\_\_, 20\_\_\_\_

Approved as to Form
Certified as to Legal Authority

Acting Corporation Counsel

Dated \_\_\_\_\_, 20\_\_\_\_

Entered in the Comptroller's Office

First Assistant Bookkeeper

Dated \_\_\_\_\_, 20\_\_\_\_



FMS ID: CO293LL11



Department of Design and Construction

THE CITY OF NEW YORK
DEPARTMENT OF DESIGN AND CONSTRUCTION
DIVISION OF PUBLIC BUILDINGS

30-30 THOMSON AVENUE LONG ISLAND CITY, NEW YORK 11101-3045
TELEPHONE (718) 391-1000 WEBSITE www.nyc.gov/buildnyc

Contract for Furnishing all Labor and Material Necessary and Required for:

CONTRACT NO. 1 GENERAL CONSTRUCTION WORK

Bronx County Courthouse Exterior Rehabilitation

LOCATION: 851 Grand Concourse
BOROUGH: Bronx, NY 10451
CITY OF NEW YORK

Contractor

Dated \_\_\_\_\_, 20\_\_\_\_

Approved as to Form
Certified as to Legal Authority

Acting Corporation Counsel

Dated \_\_\_\_\_, 20\_\_\_\_

Entered in the Comptroller's Office

First Assistant Bookkeeper

Dated \_\_\_\_\_, 20\_\_\_\_





**Department of  
Design and  
Construction**

**PROJECT ID:**

**CO293LL11**

**THE CITY OF NEW YORK  
DEPARTMENT OF DESIGN AND CONSTRUCTION  
DIVISION OF PUBLIC BUILDINGS**

30-30 THOMSON AVENUE  
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TELEPHONE (718) 391-1000  
WEBSITE [www.nyc.gov/buildnyc](http://www.nyc.gov/buildnyc)

**VOLUME 3 OF 3**

**ADDENDUM TO THE GENERAL  
CONDITIONS**

**SPECIFICATIONS**

FOR FURNISHING ALL LABOR AND MATERIALS  
NECESSARY AND REQUIRED FOR:

**Bronx County Courthouse Exterior  
Rehabilitation**

**LOCATION:  
BOROUGH:  
CITY OF NEW YORK**

**851 Grand Concourse  
Bronx, NY 10451**

**CONTRACT NO. 1**

**GENERAL CONSTRUCTION WORK**

**DCAS**

**CTA Architects**

**Date:**

**June 21, 2023**





THE CITY OF NEW YORK  
DEPARTMENT OF DESIGN AND CONSTRUCTION  
DIVISION OF PUBLIC BUILDINGS

9/26/2023

**ADDENDUM No. # 1**

FOR FURNISHING ALL LABOR AND MATERIAL NECESSARY AND REQUIRED FOR:

85023B0090-CO293LL11

**Bronx County Courthouse Exterior Rehabilitation**

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This addendum is issued for the purpose of amending the requirements of the Bid and Contract Documents and is hereby made a part of said Bid and Contract Documents to the same extent as though it were originally included therein.

---

The bidder is advised that the items listed below apply to the project:

1. **The Bid Opening for the contract described below scheduled for October 4, 2023, at 2:30 pm is rescheduled to October 10, 2023 at 2:30 pm.**  
Contract #1 – General Construction Work
2. **Bidders Questions and Responses to Questions:**  
See Attachment A. (Not Used)
3. **Revisions to Documents:**  
See Attachment B. (Not Used)
4. **Revisions to PASSPort forms:**  
See Attachment C.

Transferring Data Between Rounds of an RFX: A new document titled “Transferring Data Between Rounds of an RFX” has been added to the Documents section of the View RFX tab. Please refer to this document when an addendum has been issued. Note: Whenever an addendum is issued, the RFX item grid will be cleared. You can import the work you have already done by following the steps on this document.

DDC strongly advises vendors to finalize and submit bids 48 hours prior to due date and time. The City is not responsible for technical issues (e.g. internet connection, power outages, technology malfunction, computer errors, etc.) related to bid submissions.

If additional information is required, please contact the Department of Design and Construction, Contract Section at (718) 391-1041 or by email at [CSB\\_projectinquiries@ddc.nyc.gov](mailto:CSB_projectinquiries@ddc.nyc.gov).

---

Richard Jones, PE CWI  
Executive Director, Specifications

**DDC PROJECT #:** CO293LL11

**PROJECT NAME:** Bronx County Courthouse Exterior Rehabilitation

**ATTACHMENT A - BIDDERS QUESTIONS AND DDC RESPONSES**

NOT USED

**DDC PROJECT #:** CO293LL11

**PROJECT NAME:** Bronx County Courthouse Exterior Rehabilitation

**ATTACHMENT B – REVISIONS TO THE DOCUMENTS**

NOT USED

**DDC PROJECT #:** CO293LL11

**PROJECT NAME:** Bronx County Courthouse Exterior Rehabilitation

**ATTACHMENT C – REVISIONS TO PASSPORT FORMS**

**This Addendum is included within Round 1 of the procurement.**

*Please note that numbering of addenda is independent of rounds.*

**Bid Opening Date Changes:**

The Bid Opening scheduled for October 4, 2023 at 2:30pm is rescheduled for October 10, 2023 at 2:30pm.

**Questionnaire Changes:**

None

**Item Grid Changes:**

None





THE CITY OF NEW YORK  
DEPARTMENT OF DESIGN AND CONSTRUCTION  
DIVISION OF PUBLIC BUILDINGS

10/6/2023

**ADDENDUM No. # 2**

FOR FURNISHING ALL LABOR AND MATERIAL NECESSARY AND REQUIRED FOR:

85023B0090-CO293LL11

**Bronx County Courthouse Exterior Rehabilitation**

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This addendum is issued for the purpose of amending the requirements of the Bid and Contract Documents and is hereby made a part of said Bid and Contract Documents to the same extent as though it were originally included therein.

---

The bidder is advised that the items listed below apply to the project:

1. **The Bid Opening for the contract described below scheduled for October 10, 2023, at 2:30 pm is rescheduled to October 27, 2023 at 2:30 pm.**  
Contract #1 – General Construction Work
2. **Bidders Questions and Responses to Questions:**  
See Attachment A.
3. **Revisions to Documents:**  
See Attachment B.
4. **Revisions to PASSPort forms:**  
See Attachment C.

Transferring Data Between Rounds of an RFX: A new document titled “Transferring Data Between Rounds of an RFX” has been added to the Documents section of the View RFX tab. Please refer to this document when an addendum has been issued. Note: Whenever an addendum is issued, the RFX item grid will be cleared. You can import the work you have already done by following the steps on this document.

DDC strongly advises vendors to finalize and submit bids 48 hours prior to due date and time. The City is not responsible for technical issues (e.g. internet connection, power outages, technology malfunction, computer errors, etc.) related to bid submissions.

If additional information is required, please contact the Department of Design and Construction, Contract Section at (718) 391-1041 or by email at [CSB\\_projectinquiries@ddc.nyc.gov](mailto:CSB_projectinquiries@ddc.nyc.gov).

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Richard Jones, PE CWI CDT  
Chief Engineer

**DDC PROJECT #:** CO293LL11

**PROJECT NAME:** Bronx County Courthouse Exterior Rehabilitation

**ATTACHMENT A - BIDDERS QUESTIONS AND DDC RESPONSES**

No.	Bidders Questions	DDC Responses
1	Please advise if the roof screed ACM removal requires negative air containment during abatement.	No.
2	I noticed under the MWBE requirements that there are certain percentages for different MBE businesses. I was unaware that businesses had different MBE certifications (black owned, Hispanic owned, etc.). Please advise what the requirements for using a MBE subcontractor	There is an overall 9% MWBE participation goal established with a disaggregation of 3% Black American: 3% Hispanic American and 3 % Unspecified. The 3% Black American goal needs to be subcontracted to a NYC certified MBE firm to receive MWBE participation credit.
3	Please verify that materials can be transported to the courtyard thru the building interior during off-hours.	Yes, provided that loading and unloading cannot disrupt the courthouse normal daily operations.
4	Please verify if manpower can access the courtyard and main roof via interior hallways and elevators, day shift and night shift.	Yes, provided all workers must have ID badges and get security pre-clearance prior to working on-site (72 hours' notice required).
5	Please confirm that for the full duration of project, the building entrances on 156th Street, 161st Street and Walton Avenue can be closed to entry, with emergency exit corridor and overhead protection only?	All entrances to the building must remain open for normal daily operations. 161 <sup>st</sup> Street entrance is the only public ADA entrance and cannot be closed. Overhead fall protection must be in place prior to commencement of construction.
6	Please confirm that for the full duration of the project, all plazas can be closed to the public with the exception of fire egress paths (on south, west, north) and center portion of Grand Concourse side (the width of the front portico stairs and ramp). If not, please issue a site plan showing portions of plaza that must be kept open to the public (which will require overhead protection).	The Contractor must prepare a site safety plan with 50% of the plazas within the construction zone. The other 50% will be open to the public. As construction progresses, the safety plan may need to be modified to accommodate the work and maintain a safe site for the general public and staff. The plazas on the Grand Concourse side must remain open to the public.
7	Please confirm that as long as approved by DOT, Contractors can plan lane closings for dumpsters and truck unloading on Walton Avenue and/or 161 <sup>st</sup> Street (i.e., facility will not prevent this due to loss of parking spaces).	The site is restricted with limited spaces available, and all road closures will need to be coordinated to limit impact to the judges parking. Mini containers should be utilized as well.
8	Regarding the gratings that surround the building footprint, can you please confirm what is beneath them?	Contractor must verify field conditions. For bidding purposes, do not assume any storage or support.
9	Please advise if plaza surrounding building has a specific weight capacity per square foot for material storage, and is there interior space beneath the plaza?	Contractor must verify site conditions for temporary facilities. For bidding purposes, do not assume any storage or support.

10	Re: Site Security, we propose to close most plaza areas behind temporary fencing. Where pipe scaffold rests on plaza in closed plaza areas, will netting on pipe scaffold be adequate protection? Or will the facility require fencing at the base of all pipe scaffold to prevent intruders (this refers to areas already enclosed with site fencing)?	Fencing will be required to secure the site. Existing CCTV which are blocked or obstructed by temporary facilities need to be temporarily relocated and restored at the end of construction by the Contractor.
11	Please confirm that the security guard is only required during none work hours.	24 hours security guard is required to control access.
12	Please confirm that the specifications permit work crews during the day, as long as the noise & general disturbance levels don't impact court operations.	Yes, Confirmed. Note there are multiple stakeholders within the building and all the daily operations cannot be impacted, and that during election/ voting, additional restrictions will be enforced.
13	Re: Project Schedule. It is our opinion this project will take longer than 24 months. Please advise if schedule can be extended to 30 months without penalty.	No, the Project Duration will remain 730 CCDs as noted in the Addendum to the General Conditions.
14	If we do not meet an MWBE requirement, will we still be able to submit our bid on PASSPort?	The MWBE Utilization portion is a requirement and needs to be affirmed to move forward in Passport. A pre award waiver is an option once it's submitted 7 calendar days before the bid due date.
15	Will there be a bid extension?	The Bid Opening is postponed until October 27th.
16	Re: DDC General Conditions Section 015000, please confirm we are responsible for providing (3) trailers for DDC/CM use.	Confirmed. Trailers must be provided for DDC and CM as noted in the Contract Documents.
17	Re: Pipe Scaffold. Please confirm that the Contractor can provide loads imposed on building by temporary facilities, and that DDC will verify capacity (i.e. Contractor will not be required to verify existing building capacity).	No. Contractor must verify site conditions for temporary facilities.
18	Re: Temporary Electric, please confirm where electric panels are so we can determine the conduit path for trailer power.	All electrical panels are located in the basement.
19	Re: Unit Masonry, A-201-A206, please confirm we are to include general water cleaning as part of the base scope. The specification calls for (3) methods. If the intent is to apply some quantity/allowance of each, please provide quantity.	Confirmed. Water cleaning will be as indicated on A201 to A206. For bidding, assume application of all three methods throughout. Methods 2 and 3 will only be required where test panels do not produce acceptable results with method 1.
20	Re: Specification section 040120, Maintenance of Unit Masonry, please advise where unit masonry is to be cleaned. We cannot locate any brick cleaning on the drawings. Should this specification be renamed 'Stone Cleaning?'	Stone masonry cleaning is indicated on A201 to A206.

21	Specification 075000, 3.03A notes "If there is no concrete fill between existing structural slab, remove down to structural concrete slab." Please clarify exactly what this means. What exactly is being removed (composition and thickness)?	Refer to DM-100 for existing roof assembly composition in schedule and section details, as well as photos in R drawings from Probe Report, for clarification.
22	Re: Specification section 075000, 3.04 A3, if the manufacturer does not require scarifying horizontal substrate, can this be omitted?	Yes, preparation of substrate will be per manufacturer's requirements.
23	Re: Specification section 075000, 3.04 A4, patching concealed roof deck cannot be quantified. Please provide an allowance quantity and average thickness of patching so all bidders are figuring the same scope.	Refer to S-503 for patching detail and updated drawing A-101, included with this Addendum, for note for patching at 20% of roof slab area. Also see updated Unit Price Schedule on Item Grid.
24	Specification 076200, 2.01C calls for fabric flashing. However, many details (including 1/A-703, 2/A-705 and 4/A-708) call for Resin Based Flashing. Please advise which prevails. Also please provide a specification section for Resin Based Flashing.	Use the flashing type indicated in the details. Resin based flashing is the same system specified in 075000 membrane roofing.
25	G1, Phasing Plan Narrative, Note 10Aii, indicates "No hot work is allowed when building is occupied." This will prevent all soldering and roof torch work (quiet work) from occurring during the day and increase project costs. Please advise if this note refers only to interior work.	Yes, but all work has to be in accordance with all AHJ including, but not limited, to FDNY.
26	Re: Unit Price i3-2: Please confirm quantity of repointing, 1295 SF or 130 SF.	Unit price allowance is for 130 SF of repointing as indicated.
27	Re: Unit Price i3-4: Please confirm if the brick backup is (1) or (2) wythe brick.	Backup depth varies because it is keyed into limestone panels of various depths. For bidding purposes, assume two wythes.
28	Please verify that the structural steel sections in the following details are not subject to 30% steel repair allowance (the note pointing to steel does not require it): 1/A703, 2/A705, 2&3/A706, 5/A706, 3/A709.	Refer to updated structural drawings, included with this Addendum, for guidance on quantity of steel repairs.
29	Re: R-001, page 10, P01, 2 "pitched setting bed (+/- 2")", Bidders need to be able to calculate the volume of this layer to be removed. Please provide average thickness for pricing purposes so that all bidders are figuring the same scope of work.	Probes indicate the pitched setting bed varies from ±2" to ±5". Refer to descriptions of probes P01 and P03A on R-001.
30	Drawing H-002 states 'Confirmed ACM plaster ceilings, walls etc. on the 1st, 4th, 4th mezzanine, 6th, 6th mezzanine, 7th, 7th mezzanine, 8th and 9th floors.' This material is not part of the scope of work. This note is contradictory to Drawing H-006 and the pricing request. Please clarify.	This note is to inform all parties involved on this project of the presence of asbestos on some of the Ceilings of this facility.

31	1/H-006, please advise how long each space affected can be continuously closed for the work (i.e. 1 week, 2 weeks, 3 weeks, etc.). If duration is very short, this will have a large impact on costs due to repeated setups and breakdowns.	Since the interior work has ACM and the duration is unknown at this time, Contractor must provide a Phasing Plan for the work with durations for review and approval by DDC.
32	1/H-006 identifies ACM locations but does not call for removal. A-103 calls for isolated plaster replacement within areas identified as ACM in H-006. Does this imply that only the isolated areas shown in A-103 require abatement?	H-006 identifies all the areas found to contain asbestos that could be impacted by the current Scope of Work (SOW). The amount and extent that needs to be removed will be limited and dictated by the SOW.
33	1/H-006 if the entire area indicated as ACM (5,560 sf) is to be abated please be aware that the drawings do not call for replacement of plaster and paint in a corresponding quantity (see A-103).	H-006 identifies all the areas found to contain asbestos that could be impacted by the current Scope of Work (SOW). The amount and extend that needs to be removed will be limited and dictated by the SOW.
34	RE: R-drawings, H-drawings and DM-drawings: terminology for roof removals in inconsistent and cannot be quantified as shown. R-Drawings refers to roof assembly as "Modified Bitumen Roofing, Pitched Setting Bed, Coal Tar Membrane, Topping Slab, Cinder Concrete Slab." H-005 Drawing legend refers to roof assembly as "Asbestos Containing Roof Membrane Top Layer (Black) and 3rd Layer (Black) and Contaminated Screed 2nd and Bottom Layer (White)." DM-Drawing Roofing Removal Schedule refers to roof assembly as "SBS Roofing, Setting Bed and Coal Tar Roofing down to Cinder Ash Fill." Please add a detail to the H-drawings with a vertical section thru the roof assembly with approximate dimensions of layers, clearly showing the extent of ACM removals and non-ACM removals. Also, please note that DM-100 Roofing Removal Schedule duplicates work shown in the H-Drawings.	The H drawings are meant to identify the general location and approximate quantities of ACM along with a recommended method of abatement for the Contractor. These are not Schematics or As Built Drawings.
35	The same confusion described in the question above (#41) applies to all roofwork shown for ACM abatement in the H-Drawings. Please issue a vertical section detail for every roof type, to clarify scope.	The H drawings are meant to identify the general location and approximate quantities of ACM along with a recommended method of abatement for the Contractor. These are not Schematics or As Built Drawings.
36	On DM-100, NE corner, there 3 existing brick piers supporting metal chimney extension. Are they to be demolished?	Remove brick piers and flash like all other column stub curbs per 2/A701.
37	DM-100, PH2 Roof, notes to "remove existing fan TYP." Does this include removal and replacement of the curb or reuse existing? Please add these new fan units to the Mechanical Drawings.	Yes, complete roof fan and curb assembly is required. Passive roof fans are roofing accessories; they will not be shown on mechanical drawings.

38	DM-100, PH2 Roof, notes to “remove and reinstall AC units and dunnage.” Please add this scope to the Mechanical Drawings.	Mechanical drawings will not be added for the removal and reinstallation of the AC units.
39	Re: 1/A-101, where bulkheads #16, 25 and 27 meet the PH2 roof, please confirm existing counterflashing is being reused.	New counterflashing is indicated at bulkhead 16. Existing counterflashing to remain at bulkheads 25 and 27.
40	1/A-101 notes on the north portico to “remove freestanding lighting at all porticos.” Please advise if we are to dispose of the lighting? If not, please advise scope of work to reinstall lighting.	Do not dispose of lighting. Return lighting to building staff for temporary storage.
41	1/A-101 notes on the east portico to “remove and .... roof penetrations. Typ.” Please provide photos of flagpoles and ladders.	Flagpoles are drawn on portico elevations A201.
42	1/A-101 notes on PH2 roof, west to “reinstall existing metal .... prime and paint.” Please advise if this is to remove and reinstall? Or is the stair tower stored somewhere?	Refer to updated drawing A-101, included with this Addendum, for revised note.
43	1/A-101, notes on PH2 roof, SW to “replace all existing metal stairs... roof height, typ.” Please confirm does this refer to 7 stairs? Can existing stairs be modified in lieu of being replaced? Is the intention that new stairs penetrate roof system or sit on top of the roof? Please provide a detail.	Do not modify existing stairs, provide new. Intention is for stairs to penetrate roofing and be anchored to roof slab. Flash penetrations. Refer to updated sheet A-701, included with this Addendum, for new detail.
44	1/A-101, roof #20 shows 6 rectangular boxes, plus 5 on lower roof nearby. Please advise on the scope of work related to these boxes.	Boxes indicate curbs to receive new flashing per 2/A701.
45	Re: A-102, A-103, A-104, please advise if paint requiring removal is lead containing.	Contractor must perform this investigation as part of the Contract and OSHA Compliance. From OSHA 1926.62 (d) (1) (i) Each employer who has a workplace or operation covered by this standard shall initially determine if any employee may be exposed to lead at or above the action level.
46	Re: A-201 to A-204, please confirm if the window perimeter at the windows below grade are to receive new sealant.	Yes, install new sealant at windows in areaway below grade. Refer to updated Drawings A-201 to A-204, included with this Addendum.
47	1/A-201 and 2/A-204 include hatch for limestone rebuilding at portico soffit stone sitting on columns. This appears to be a massive structural stone. Please provide structural details (vertical section) for replacement of these stones.	Cutting and pointing crack in lieu of replacement is shown on updated drawing A-201 and A-204, included with this Addendum.

48	1A-201 includes a note which refers to structural repair details on S-504. However, we believe it means to refer to S-503. Assuming it does refer to S-503, this sheet includes 9 different steel repair details, all of which have different costs. There is no way to estimate how much of each repair detail is to be included in the 30% allowance. Please provide an allowance quantity for each steel repair so that all bidders are figuring the same scope of work.	Refer to updated structural drawings, included with this Addendum, with guidance on quantity of steel repairs. Also refer to updated Unit Price Schedule included in the Item Grid.
49	1/A-201 notes to cut out and replace all sealant....at metal panels, Typ." Please advise if this is metal to masonry joints only, or metal to metal and metal to glass as well?	Perimeter sealant only between metal frame and stone and between metal frames and metal spandrel panels, not at glass.
50	Re: 3A, 3B, 3C/A-201, please advise if the brick pattern indicates to remove and replace single wythe brick? Or, is it only to replace bricks where the notes specifically call for replacement?	Brick hatch indicates face brick replacement where indicated per legend, not only where called out by notes as typical.
51	3B and 3C/A-201 note to "remove existing electrical outlet." Please advise if these are active, and with what they will get replaced?	For bidding purposes, assume outlets are active. Remove and cap. Do not install new outlet; replace with face brick.
52	Re: A/201 – A/204, the façade limestone corners show remove and replace. Please verify if the frieze unit at the 9th floor parapet is also to be replaced, or does this unit get salvage and reinstalled?	Salvage corner frieze units at 9 <sup>th</sup> floor for reinstallation. Refer to additional note on elevations, included with this Addendum.
53	4A/A-206 notes to "replace existing roof vent in kind ... penetration." Please advise if this is a plumbing vent? If so, please add to plumbing drawings.	Unit to be replaced is a passive roof fan. Refer to updated sheet A-206, included with this Addendum, for updated note.
54	On 4/A-206, legend symbol for limestone sill replacement, where this legend is on a 10' long sill, please confirm if the entire 10-foot sill is to be replaced, or just the section at the center window?	Sill is composed of multiple units. Symbol refers to replacement of all units with new flashing similar to 1/A-706.
55	On 1 and 2/A-207, at the top of brick rebuild areas, detail indicator 3/A-706, is there is a continuous shelf angle at this level or is this mistake because it is a vertical section at a lintel?	There is no continuous shelf angle. Section detail marker on elevation should be shown at window. Detail beyond window is similar. Refer to updated sheets A-207 and A-208, included with this Addendum.
56	2/A-207 and 2/A-208 do not show parapet reconstruction behind the left chimney; however, the roof plan indicates parapet reconstruction here. Please clarify.	At 2/A-207 South Courtyard elevation, parapet rebuilding is only indicated at the left side above bulkhead 21. At 2/A-208 South Courtyard elevation, parapet rebuilding is only indicated at the left side above bulkhead 15.
57	7/A-700 includes the title, "Existing Parapet;" however, fill in brick indicates all new brick. Please confirm only 3 courses of single wythe brick are removed and replaced here.	No. Two (2) wythes of inboard brick is indicated for removal to remove existing concealed metal flashing shown in dashed line. Refer to updated Drawing A-700, included with this Addendum.



58	9/A-701 calls for repointing all masonry under stucco. Is this brick?	Substrate is unknown at this time. For bidding purposes, assume brick; however, it may be terra cotta block.
59	1/A-703 notes "remove catalog reset existing limestone... during removal" and calls for replacing 10% of units. Unit depth says VIF. Unit depth scales at 6", but on other details, it scales at 4" and 8". There is a tremendous cost difference between 4", 6" and 8" stone. For pricing purposes, please provide thickness that should be assumed for the 10% limestone allowance.	Limestone cladding depth varies; it is keyed into the backup.
60	1/A703, notes to allow for Dutchman at 10% of Frieze to remain. The elevations locate dutchman throughout the façade. Are we to include an additional 10% of dutchman for the frieze units on top of what is shown on the elevation drawings?	Yes, assume the 10% is additional to dutchmen indicated on elevations.
61	Re: 2/A-703 and A-705, we cannot locate quantity of coping replacement stones on A-101 as indicated in this detail. Please advise.	Coping replacement locations will be determined in field per 10% limestone replacement.
62	On 2/A-706, vertical dimension of new brick is listed as "varies." However, this dimension is not shown on elevation for typical lintel replacement. Please provide this dimension for typical lintel replacement in courtyard.	Refer to updated detail 2/A-706, included with this Addendum, for typical dimension at lintel/spandrel flashing.
63	Re: 5/A-706, please advise which parapets have the back-to-back angles and where they can be located on plans or elevations.	Vertical steel is located at penthouse parapet and is shown on structural framing elevations S-201 to S-204.
64	Re: 4/A-708 and 5/A-708 – Please confirm existing steel is to be scraped, primed, and painted, and to receive liquid resin flashing continuous at all exposed structural steel.	Confirmed. Prepare, prime, and paint existing steel prior to resin flashing installation and as per manufacturer's recommendations.
65	4/A-708 is not accurate because the corner stones (L-shaped) have very different dimensions on either side, whereas the detail shows them as equal. The left to right dimension for corner rebuild is not provided on either side of this detail, but is listed as "varies." Please advise if the intention is to remove only the one corner stone (L shaped) per course, or to remove the corner stone plus an adjacent stone? The detail appears to show the former, whereas the elevation drawing appears to show the latter.	Refer to the elevations for the scope of limestone unit replacements; the detail shows a typical condition. Extent of limestone replacement hatch on elevations corresponds to specific units to be replaced.
66	4/A-708 please confirm that 100% of this stone is replaced.	Refer to the elevations for the scope of limestone unit replacements, the detail shows a typical condition. Extent of limestone replacement hatch on elevations corresponds to specific units to be replaced.

67	A-700 and A-701, show (2) plies vapor barrier, but the specification does not mention (2) plies. Please confirm we are to include (2) plies of vapor barrier.	Confirmed. Install two ply vapor barrier.
68	On A-703, A-704, A-705, A-707, some limestone units are called out for 10% replacement, while others are not. Are we to assume all limestone units at parapets are subject to 10% replacement?	Yes, 10% replacement applies to entirety of all parapets rebuilt.
69	Re: 4/L-200, please advise product manufacturer and name for drain inspection chamber.	Manufacturers are listed in Specification section 077273, Article 2.11.
70	S503, "Typical Detail Steel Beam or Column Repair/Reinforcing" in upper left corner, includes a note "for pricing, Contractor to buy steel repair/reinforcing at 30 locations." This note contradicts General Steel Repair Note 1. Additionally, a typical length per repair is required in order to price this, if we are to include it.	Refer to updated structural drawings, included with this Addendum, for guidance on quantity of steel repairs.
71	2 & 3/S-504, notes "Existing channel ring beam around entire parapet... reinforce/repair per typical details." This cannot be quantified; please provide allowance quantity for specified repair.	Refer to updated structural drawings, included with this Addendum, for guidance on quantity of steel repairs.
72	3/S-504, notes "Existing Double Angle... Reinforce/Repair and paint per typical details on S-503." This cannot be quantified; please provide allowance quantity for specified repair.	Refer to updated structural drawings, included with this Addendum, for guidance on quantity of steel repairs.
73	3/S-504, notes "Connection to column. Connection to be... to meet fire rating requirements. See Arch." This cannot be quantified; please provide allowance quantity for specified repair.	Refer to updated structural drawings, included with this Addendum, for guidance on quantity of steel repairs.
74	Drawing S-503, Notes – Steel Coatings, contradicts with Specification Section 099110 Painting. Please advise which prevails.	See updated structural drawing S-503, included with this Addendum, for clarification.
75	Re: 5/S-504: this repair is not allocated on the plans or elevations. Please advise how much of this detail is included, if any.	Detail is removed on updated structural drawings, which are included with this Addendum.
76	5/S-504 notes "new cont. plate 1/2" width VIFf welded to bottom of spandrel beam where dimension between edge of beam at outer face of CMU is 2" to 6" otherwise omit plate." This cannot be quantified; please provide allowance quantity for specified repair.	Detail is removed on updated structural drawings, which are included with this Addendum.
77	Re: M-100 to M-101, if Contractor is able to perform roofing and masonry work with removal of less ductwork than is indicated in the drawings, is this permissible? Will the owner seek a credit of this occurs?	Yes, removal of stair pressurization ductwork is only needed for access to masonry work. If contractor can accomplish indicated masonry work with less removals, bid accordingly.

78	As exterior work would not interrupt court operations, is it permitted to do exterior and roof work on normal working hours?	Yes, exterior work is permitted during the day as long it does not impact the courthouse operations and is in compliance with all AHJ including, but not limited to, NYC DOB and FDNY.
79	On Drawing H-006, the schedule shows plaster ceiling removal is 5560SF for 3 rooms, but on Drawing A-103, partial ceiling removal is shown in these 3 rooms with area equal to approximately 510SF. Please clarify.	H-006 identifies all the areas found to contain asbestos that could be impacted by the current Scope of Work (SOW). The amount and extent that needs to be removed will be limited and dictated by the SOW.
80	Roof details on Drawing A-700 asks to repair existing cinder-concrete roof slab fill after roof removal and refers to Drawing S-503 for detail. However, quantity or percentage of repair is not indicated on drawings. Please provide the quantity or percentage of repair for bidding purposes.	Refer to S-503 for patching detail and updated drawing A-101 for note for patching at 20% of roof slab area, included with this Addendum. Also see updated Unit Price Schedule included in the Item Grid.
81	On elevation A2-07 & A-208, Note asks for replacement of stretcher courses only and header courses are to remain intact except at new expansion joints. Please confirm header courses are to remain and need to be protected. Also confirm, if header courses are to remain intact, then there is also no spandrel work at these two elevations as per detail 2, A-706.	Spandrel waterproofing is only indicated at window lintel replacement. Header courses to remain intact at face brick rebuilding elsewhere.
82	On Drawing A-705, details 1 & 2 ask for 30% structural spandrel beam repair and refer to Drawing S-503. However, on Drawing S-503, note 1 shows structural repair for only 30 locations. Please clarify.	Refer to updated structural drawings, included with this Addendum, for guidance on quantity of steel repairs.
83	Specification section 072100 Thermal Insulation is given, but no related work is shown on drawings. Please clarify where this specification section is applicable.	Loose-fill insulation specified in section 072100 is indicated under Roof 24 – pitched courtyard roof.
84	On Drawing L-200, details 1-5 state "Waterproofing membrane (By others)" under green roof. Please clarify if this waterproofing is additional to the roofing membrane. If yes, then please clarify who is responsible for furnishing and installation of this membrane.	The note on L-200 refers to the resin roofing assembly indicated in the architectural drawings.
85	Referring to the green roof details on Drawing L-200, please clarify if a resin-based roofing assembly, including vapor barrier insulation and coverboard as per detail 1 on Drawing A-700, will be required below the green roof. If yes, then please provide cross sectional detail.	Yes, the same roofing assembly is indicated throughout Roof 5, including under the green roof. The roofing assembly details are not different from those already shown in the A-700 series.
86	On elevations A-201-A-204, the legend asks for window perimeter sealant replacement, but this legend is not marked on elevations A-205-A-208. Please clarify if windows on these elevations do not require caulking replacement.	Refer to updated drawings A-205 to A-208, included with this Addendum, which indicate new window perimeter sealant at penthouse and courtyard elevations.

87	Can you provide another walkthrough or access to the building to take photographs so we can bid properly on this project?	No. The site walkthrough advertised was conducted on 9/15/2023.
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**DDC PROJECT #: CO293LL11**

**PROJECT NAME: Bronx County Courthouse Exterior Rehabilitation**

**ATTACHMENT B – REVISIONS TO THE DOCUMENTS**

**Revised Bid Drawing Set:**

1. Drawing T-000 has been updated. Changes include:
  - a. Updated roof work legend regarding patching on roof.
2. Drawing A-101 has been updated. Changes include:
  - a. Updated note regarding existing metal dunnage stair.
  - b. Additional detail for new metal stair.
3. Drawing A-201 has been updated. Changes include:
  - a. Updated scope of work, new sealant at windows in areaway below grade.
  - b. Updated note regarding frieze unit.
  - c. Updated scope of work regarding portico.
4. Drawing A-202 has been updated. Changes include:
  - a. Updated scope of work, new sealant at windows in areaway below grade.
  - b. Updated note regarding frieze unit.
5. Drawing A-203 has been updated. Changes include:
  - a. Updated scope of work, new sealant at windows in areaway below grade.
  - b. Updated note regarding frieze unit.
6. Drawing A-204 has been updated. Changes include:
  - a. Updated scope of work, new sealant at windows in areaway below grade.
  - b. Updated note regarding frieze unit.
  - c. Updated scope of work regarding portico.
7. Drawing A-205 has been updated. Changes include:
  - a. Updated scope of work, new sealant at all windows.
8. Drawing A-206 has been updated. Changes include:
  - a. Updated scope of work, new sealant at all windows.
  - b. Updated note regarding passive roof fan.
9. Drawing A-207 has been updated. Changes include:
  - a. Updated façade work legend, regarding steel lintel.
  - b. Updated scope of work, new sealant at all windows.
10. Drawing A-208 has been updated. Changes include:
  - a. Updated façade work legend, regarding steel lintel.
  - b. Updated scope of work, new sealant at all windows.
11. Drawing A-700 has been updated. Changes include:

- a. Detail 07 drawing title updated.
12. Drawing A-701 has been updated. Changes include:
- a. New detail added, regarding new metal stair.
13. Drawing A-703 has been updated. Changes include:
- a. Detail 02 note callout updated.
14. Drawing A-704 has been updated. Changes include:
- a. Detail 02 notes callout updated.
15. Drawing A-706 has been updated. Changes include:
- a. Detail 05 drawing title updated.
16. Drawing S-503 has been updated. Changes include:
- a. Detail notes updated regarding steel repair.
17. Drawing S-504 has been updated. Changes include:
- a. Detail 05 voided.

**DDC PROJECT #:** CO293LL11

**PROJECT NAME:** Bronx County Courthouse Exterior Rehabilitation

**ATTACHMENT C – REVISIONS TO PASSPORT FORMS**

**This Addendum initiates Round 2 of the procurement.**

*Please note that numbering of addenda is independent of rounds.*

**Bid Opening Date Changes:**

The Bid Opening scheduled for October 10, 2023 at 2:30pm is rescheduled for October 27, 2023 at 2:30pm.

**Questionnaire Changes:**

None

**Item Grid Changes:**

- Allowances: Expanded Work Allowance value updated
- Unit Price Schedule: updated to include additional items





THE CITY OF NEW YORK  
DEPARTMENT OF DESIGN AND CONSTRUCTION  
DIVISION OF PUBLIC BUILDINGS

10/16/2023

**ADDENDUM No. # 3**

FOR FURNISHING ALL LABOR AND MATERIAL NECESSARY AND REQUIRED FOR:

85023B0090-CO293LL11

**Bronx County Courthouse Exterior Rehabilitation**

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This addendum is issued for the purpose of amending the requirements of the Bid and Contract Documents and is hereby made a part of said Bid and Contract Documents to the same extent as though it were originally included therein.

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The bidder is advised that the items listed below apply to the project:

1. **Bidders Questions and Responses to Questions:**  
See Attachment A.
2. **Revisions to Documents:**  
See Attachment B. (Not Used)
3. **Revisions to PASSPort forms:**  
See Attachment C.

Transferring Data Between Rounds of an RFX: A new document titled "Transferring Data Between Rounds of an RFX" has been added to the Documents section of the View RFX tab. Please refer to this document when an addendum has been issued. Note: Whenever an addendum is issued, the RFX item grid will be cleared. You can import the work you have already done by following the steps on this document.

DDC strongly advises vendors to finalize and submit bids 48 hours prior to due date and time. The City is not responsible for technical issues (e.g. internet connection, power outages, technology malfunction, computer errors, etc.) related to bid submissions.

If additional information is required, please contact the Department of Design and Construction, Contract Section at (718) 391-1041 or by email at [CSB\\_projectinquiries@ddc.nyc.gov](mailto:CSB_projectinquiries@ddc.nyc.gov).

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Richard Jones, PE CWI CDT  
Chief Engineer

**DDC PROJECT #:** CO293LL11

**PROJECT NAME:** Bronx County Courthouse Exterior Rehabilitation

**ATTACHMENT A - BIDDERS QUESTIONS AND DDC RESPONSES**

No.	Bidders Questions	DDC Responses
1	Please describe the permitted access path for all debris, materials, equipment and manpower for all work at the interior 1st, 8th and 9th floors.	Access for the interior work will be on the Walton Avenue entrance. Material loading and unloading is off-hours or weekend only, so as not to disrupt normal daily operation. ADA Ramp is located on 161 <sup>st</sup> Street side, for the freight elevator to the 9 <sup>th</sup> Floor. Pipe scaffolding with stair tower should be utilized for exterior work access.
2	Please confirm project is a Site Safety project and that Site Safety Plan filing and Site Safety Manager are required.	Site safety plan (SSP) and Tenant Protection Plan (TPP) is required. Contractor to comply with all authority having jurisdiction (AHJ) requirements and standards including, but not limited to, the NYC DOB.
3	Please confirm if a site safety manager is required for both day and night shifts.	Yes, Site safety manager and/or coordinator (SSM/SSC) must be on-site at all times when work is in-progress. SSM/SSC must be approved by DDC and hold a Certified Safety Professional (CSP) certification.
4	Re: Work Hours. The courthouse is surrounded by residential buildings on three sides. Night demolition will likely disturb nearby residents regardless of temporary noise blankets, noise mitigation, etc. and there is the strong possibility that the DOB will revoke after-hours permits. Please advise if there is an alternate plan for demolition work if night work is not permitted.	SSM/SSC must be on-site at all times when work is in-progress. Site is available 24 hours a day, 7 days a week so long as work does not disrupt Court operations. All work must be coordinated with DDC/DCAS. No alternate plan is in place; all work must be coordinated with the building operation.
5	Re: Specification section 075000, 2.02A. The Basis of Design manufacturer (Kemper) says that the AC Speed FR is the comparable resin to the other manufacturer's listed products. Please confirm if AC Speed FR will be acceptable.	Odorless 2K FR system by Kemper is the Basis of Design product. Other systems, including AC Speed FR, must demonstrate similar performance through application procedures to be considered.
6	Re: Specification section 076200, 2.05 E. Please advise if galvanized steel counts as non-corrosive.	Galvanized hat channel may be used with metal panels. Separate dissimilar metals.
7	Re: Contract (find sales tax section). Please advise if a Certificate of Capital Improvement can be issued by Owner so that scaffold subcontract is exempted from Sale tax. Scaffold subcontracts on tax exempt projects are not exempt from sales tax without a CCI.	Tax exempt letters will not be issued to subcontractors, only for the prime.

8	Re: 2/A-703. Please advise where lead caps are specified.	Lead caps are a cast lead shape to match existing. Typical flashing installation is described in section 076200.
9	Re: A-703 through A-709. Please advise what coating needs to be removed from structural steel (if any)? Is the existing steel coated with tar product? Any lead containing paint? What removals should be carried by bidders? Please confirm that unanticipated coatings requiring removal will be a valid change order (concealed conditions).	Prepare existing steel for new coating per manufacturer's preparation recommendations. Existing concealed coatings are unknown at this time. Refer to photos of probes on R-Drawings for more information on concealed steel conditions. Removal of coatings is part of the base scope (not a change order) unless ACM is found.
10	On A-703, A-704, A-705, A-707, A-708. A-709, limestone thickness is indicated as VIF. The thickness of this stone (whether 4", 6" or 8") has a tremendous impact on the stone materials costs and cannot be priced as "VIF". Please confirm that bidders should scale the thickness from the details, price as shown, and adjustments (up or down) to actual stone pricing will be reconciled via change order.	Limestone cladding depth varies; it is keyed into the backup. Stone thicknesses shown represent typical conditions. Assume for bidding purposes an even distribution of thicknesses 4", 6", and 8".
11	Working Hours are shown to be 6pm-7am weekdays beginning 6PM Friday- 7am Monday. However, due to local noise ordinances all work which would be considered loud needs to stop at 10pm. Does this project have a noise variance to allow for construction work after 10pm or does all work which make noise need to be halted at 10pm?	No, this project does not have a noise variance. Contractor will need to seek approval from DOB for afterhours work permit. The intent of the work hours referenced was for interior work since the noise level will be below the noise ordinance and work can proceed without any stoppage.
12	This project has a duration of 2 years. Based on the scope of work and the especially difficult masonry in the courtyard area, it seems as though additional time may be needed to complete the job. Can the duration of the project be extended to 3 years?	No, the duration in the contract will remain 730 CCDs as noted in the Addendum to the General Conditions.
13	The scaffold needed for the courtyard portion of the building is extensive and will require loading up the freight elevator and into the area through a window. Please advise on what accommodation will be made for the unobstructed use of both the freight elevator and a clear path through a window to get into the area. Will we be able to remove the window for access to this area, or can we create a temporary opening?	The loaded and unloaded of materials must be performed after hours so as not to disrupt normal daily operation of the courthouse. All work must be coordinated in advance. Contractor may choose to remove the window and provide a temporary, secure door for easy access, which will need to be restored to its original condition at the completion of the project.
14	Certain interior work requires scaffolding to complete. Will these rooms need to be cleared at the end of every shift, or will they be closed and allotted to Contractor continuously until all the work is completed?	Rooms will be closed and allotted to the Contractor for duration on the approved construction schedule. Detailed schedule with duration will need to be provided and coordinated with all stakeholders.
15	Please provide the capacity and dimension of the Freight elevators?	Freight elevator capacity is 4000lbs and the dimension approximately 71f x 61f.
16	Will the Contractor be allowed to establish staging areas between the sidewalk and the building if we shed and protect the entrance?	Yes, limited spaces will be available. Also refer to previous Pre-Bid Question #6 in Addendum 2.

17	Would you consider raising the permitted subcontractor amount?	No, subcontract limits are 60% as noted in the Addendum to the General Conditions, Schedule A.
18	We have received Addendum 2 for the Bronx County Courthouse, and noticed the bid has been extended to October 27th. We will still be able to submit RFI's leading up to the due date?	Refer to Volume 1 Bid Booklet "Pre Bid Questions (PBQs) for this information.
19	We respectfully request the plan holders list of general contractors who may be bidding on this project.	Refer to the PQL list for this information and click on "Approved Vendors: 11." <a href="https://cityofnewyork.us/pqlmanage">PQL Manage: PASSPort (cityofnewyork.us)</a>

**DDC PROJECT #:** CO293LL11

**PROJECT NAME:** Bronx County Courthouse Exterior Rehabilitation

**ATTACHMENT B – REVISIONS TO THE DOCUMENTS**

NOT USED

**DDC PROJECT #:** CO293LL11

**PROJECT NAME:** Bronx County Courthouse Exterior Rehabilitation

**ATTACHMENT C – REVISIONS TO PASSPORT FORMS**

**This Addendum is included in Round 2 of the procurement.**

*Please note that numbering of addenda is independent of rounds.*

**Questionnaire Changes:**

None

**Item Grid Changes:**

None



**THE CITY OF NEW YORK  
DEPARTMENT OF DESIGN AND CONSTRUCTION  
DIVISION OF PUBLIC BUILDINGS**

**ADDENDUM TO THE GENERAL CONDITIONS  
FOR SINGLE CONTRACT PROJECTS**

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**The General Conditions are hereby amended in accordance  
with the terms and conditions set forth in this Addendum.**

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**I. PROJECT DESCRIPTION**

FMS #: **CO293LL11**

PROJECT NAME: **Bronx County Courthouse Exterior Rehabilitation**

PROJECT DESCRIPTION: This Project consists of roof replacement including vegetated roofing, parapet rebuilding, limestone façade panel rebuilding, localized structural steel repairs, localized interior finish repairs, and chimney reconstruction.

PROJECT LOCATION: **851 Grand Concourse**  
BOROUGH: **Bronx**  
CITY OF NEW YORK  
ZIP CODE: **10451**  
COMMUNITY BOARD #: **Bronx 4**

LANDMARK STATUS:

DESIGNATED LANDMARK STRUCTURE OR SITE: **YES**

*If this is a Designated Landmark Structure or Site, Section 01 3591, Historic Treatment Procedures applies to this project.*

LANDMARK QUALITY STRUCTURE: **YES**

*If this is a Landmark Quality Structure, Section 01 3591, Historic Treatment Procedures applies to this project.*

**II. LEED GREEN BUILDING REQUIREMENTS**

Not Used

**III. COMMISSIONING REQUIREMENTS**

Not Used





THE CITY OF NEW YORK  
DEPARTMENT OF DESIGN AND CONSTRUCTION  
DIVISION OF PUBLIC BUILDINGS

10/24/2023

**ADDENDUM No. # 4**

FOR FURNISHING ALL LABOR AND MATERIAL NECESSARY AND REQUIRED FOR:

85023B0090-CO293LL11

**Bronx County Courthouse Exterior Rehabilitation**

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*Sarah Zomick* for

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Richard Jones, PE CWI CDT  
Chief Engineer

**DDC PROJECT #:** CO293LL11

**PROJECT NAME:** Bronx County Courthouse Exterior Rehabilitation

**ATTACHMENT A - BIDDERS QUESTIONS AND DDC RESPONSES**

No.	Bidders Questions	DDC Responses
1	Re: Addendum 2, question 6. Is the Owner aware that 50% of plaza left open will require a sidewalk shed? If so, please advise if 8' tall shed is acceptable for this application.	If the Contractor's Site Safety Plan mandates shedding at the plaza, then all sheds on plaza must be 12ft high.
2	Re: Addendum 2, question 9. The response does not seem to answer the question. Scaffolds and sheds have to sit on the plaza. Please advise if there is interior space below the plaza (or is it soil), and if bearing capacity of plaza pavement is known.	Most of the terrace structures are in concrete, except for the structure at Walton Avenue, where iron steel beams were used to support the terrace concrete slab. For load calculations, use 3000PSI concrete, 33.6 ksi rebar and 30 ksi iron steel members, which is based on the material available in 1931.
3	Re: Addendum 2, question 19. The response does not make sense. It says include 3 different cleaning methods at 100% of area, but then says that only one method will be required if acceptable. (This will triple the cost of this item.) Is the Owner anticipating 3 separate costs for cleaning 100% of area with different methods, and then if two are unused they will be credited back to Owner?	Assume cleaning method 1 (water wash) at 100% of area indicated. Use of methods 2 and 3 would be a change order if required after review of the sample areas.
4	Re: Addendum 2, question 34 and 35. Bidders still cannot figure what portions of the roof assembly are being removed as ACM material. For instance, H-002, the chart at lower right notes "600 sq.ft. Roof Membrane/top Layer (Black) and Contaminated Screed/Bottom Layer (White)." We assume the screed is being removed as ACM, but what is this material, and how thick is it? Is this a cementitious layer, and is being removed as ACM? Approximately how thick is it?	Screed is a Cementous type of material applied to the roof which, in this case, may act to slope the roof to pitch the roof towards the drains. Please note, based on this type of survey, the investigator can only determine that this material is present on the roof. In this type of limited sampling event, the investigator would not be able to make a determination as to how thick this layer is, only that it is present.
5	Re: Addendum 2, RFI # 64 in regard to Scrape, Prime, and Paint Steel prior to installation of liquid resin. Resin manufacturer confirms that prime and paint is not required, since they would prefer the liquid membrane directly on the Steel. Please confirm that this is acceptable.	Confirmed. If resin manufacturer accepts application directly to steel, painting first may be omitted, so long as portions of steel not covered by resin waterproofing are prepared, primed, and painted.

6	Re: Unit price form, i3-2, Repointing Masonry/Stone (1295 sf) 130 SF. Please clarify, is this stone repointing only (not brick also) and please clarify unit of measurement, is this 1295 sf or 130 sf of surface of stone wall?	The unit price refers to repointing limestone masonry only, and the quantity is 130 sf. See updated Unit Price Schedule included in the PASSPort Item Grid.
7	Re: Unit price form, 13-5, Patch Existing Concrete Slab, 809 SF. Please provide depth of concrete patching for pricing purposes. Also, does this unit price replace the 20% Concrete Deck patching allowance referenced in Addendum 2, Question 23?	Depth of concrete patching is as shown on S-503 in section A-A, max 2-inch depth. The unit price form quantity 809 SF is in addition to the 20% indicated in the previous addendum response.
8	On H-002.00, a note says "Confirmed ACM Plaster Ceilings, Walls, etc. on the 1st, 4th, 4th Mez, 8th and 9th Floors..." However, A-102 calls for demolishing ceilings on 1st floor, and A-104 calls for demolishing ceilings on 9th floor. Please confirm that these areas are non-ACM.	The 1 <sup>st</sup> floor ceilings do contain ACM, and the 9 <sup>th</sup> ceilings do not contain ACM. However, the 9 <sup>th</sup> floor walls do contain ACM.
9	Re: A-207 and A-208; please confirm that these brick facades are not being cleaned.	Confirmed, no cleaning required at courtyard facades.
10	Re: 7/A-700, brick replacement cannot be quantified because of break line. Please advise vertical height of brick reconstruction.	Vertical height of brick replacement at detail 7/A-700 is approximately 24 inches.
11	Re: 1&2/A-705; please confirm if there is a 10% allowance for carved frieze replacement, or just flat units?	This is for both carved and ashlar units: assume 50% of each type.

**DDC PROJECT #:** CO293LL11

**PROJECT NAME:** Bronx County Courthouse Exterior Rehabilitation

**ATTACHMENT B – REVISIONS TO THE DOCUMENTS**

NOT USED

**DDC PROJECT #:** CO293LL11

**PROJECT NAME:** Bronx County Courthouse Exterior Rehabilitation

**ATTACHMENT C – REVISIONS TO PASSPORT FORMS**

**This Addendum initiates Round 3 of the procurement.**

*Please note that numbering of addenda is independent of rounds.*

**Questionnaire Changes:**

None

**Item Grid Changes:**

Unit Price Schedule: Removed “26sf” and “1295sf”

#### IV. PROJECT MANAGEMENT

- DDC shall publicly bid and enter into all contracts for the Project. DDC shall manage the Project using its own personnel.
- DDC shall publicly bid and enter into all contracts for the Project. A Construction Management firm (the "CM") hired by DDC shall manage the Project. The Contractor is advised that the CM shall serve as the representative of the Commissioner at the site and shall, subject to review by the Commissioner, be responsible for the inspection, management, coordination and administration of the required construction work, as delineated in the article of the Standard Construction Contract entitled "The Resident Engineer".

#### V. CONTRACTS FOR THE PROJECT

The Project consists of a single contract, the Contract for General Construction Work. The Contractor for General Construction Work is responsible for the performance of all required work for the Project as set forth in the Contract Documents (General Conditions, Drawings and Specifications), including all responsibilities and obligations assigned to separate Contractors for the following subdivisions of the work: Plumbing Work, HVAC Work, and Electrical Work. All responsibilities and obligations in the Contract Documents assigned to separate Contractors for such subdivisions of the work are the responsibility of the Contractor for General Construction Work.

#### VI. SCHEDULES

The Contractor is advised that Schedules A through E are attached to, and incorporated as part of, this Addendum to the General Conditions. These schedules contain important information that is specific to this Project. The Contractor is advised to carefully review these schedules.

#### VII. APPLICABILITY OF SECTIONS/SUB-SECTIONS AND AMENDED SUB-SECTIONS

The Contractor is advised that various Sections/Sub-Sections in the General Conditions may not apply to this Project or may apply as amended. Such Sections/Sub-Sections advise the Contractor to "Refer to the Addendum for the applicability of this Section/Sub-Section." Such Sections/Sub-Sections are set forth below. A check mark indicates whether the Section/Sub-Section (1) applies to the Project, (2) does not apply to the Project, or (3) applies to the Project as amended. If no box is checked, the Section/Sub-Section, as set forth in the General Conditions, applies to the Project. Amended Sections/Sub-Sections, if any, are set forth following this list of Sections.

<u>Section</u>	<u>Sub-Section</u>	<u>Sub-Section</u>	<u>Applies</u>	<u>Does not Apply</u>	<u>Applies as Amended</u>
<b>01 1000</b>	1.4 (B)	Scope and Intent / LEED		X	
	1.4(C)	Scope and Intent / Commissioning		X	
<b>01 22 00</b>		Expanded Work Allowance	X		
<b>01 3216.10</b>		Project Schedules (Method A)		X	
<b>01 3216.20</b>		Project Schedules (Method B)		X	
<b>01 3216.30</b>		Project Schedules (Method C)	X		
	1.7 Q	Cost Loaded Schedule	X		
<b>01 3233</b>		Photographic Documentation	X		
<b>01 3300</b>	1.7 (A-D)	LEED Submittals		X	
<b>01 3503</b>		General Mechanical Requirements	X		
<b>01 3506</b>	3.2 (A-B)	Electrical Conduit System Including Boxes (Pull, Junction and Outlet)	X		
	3.3 (A-E)	Electrical Wiring Devices	X		
	3.4 (A-I)	Electrical Conductors and Terminations	X		
	3.5 (A-B)	Circuit Protective Devices	X		
	3.6 (A-J)	Distribution Centers		X	
	3.7 (A-I)	Motors		X	
	3.8 (A-I)	Motor Control Equipment		X	
<b>01 3591</b>		Historic Treatment Procedures	X		
<b>01 5000</b>	3.2 (A)	Temporary Water Facilities / Temporary Water		X	
	3.2 (B)	Temporary Water Facilities / Temporary Water – Work in Existing Facilities		X	
	3.3 (B)	Temporary Sanitary Facilities / Self-Contained Toilet Units	X		
	3.3 (C)	Temporary Sanitary Facilities / Existing Toilets		X	
	3.4 (B) 1	Temporary Power, Lighting, and Site Lighting / Connection to Utility Lines		X	
	3.4 (B) 2	Temporary Power, Lighting, and Site Lighting / Connection to Existing Electrical Power Service	X		
	3.4 (B) 3	Temporary Power, Lighting, and Site Lighting / Electrical Generator Power Service		X	
	3.4 (D)	Temporary Power, Lighting, and Site Lighting / Temporary Lighting	X		
	3.4 (E)	Temporary Power, Lighting, and Site Lighting / Site Security Lighting (for New Construction Only)		X	
	3.5 (A-J)	Temporary Heat		X	
	3.8 (A)	DDC Field Office / Office Space in Existing Building		X	

<u>Section</u>	<u>Sub-Section</u>	<u>Sub-Section</u>	<u>Applies</u>	<u>Does not Apply</u>	<u>Applies as Amended</u>
<b>01 5000</b>	3.8 (B)	DDC Field Office / DDC Field Office Trailer	X		
	3.8 (B-3a)	DDC Field Office / DDC Managed Field Office Trailer		X	
	3.8 (B-3b)	DDC Field Office / CM Managed Field Office Trailer	X		
	3.8 (D)	DDC Field Office / Additional Equipment for the DDC Field Office	X		
	3.13(A-D)	Work Fence Enclosure	X		
	3.17(B)	Project Rendering	X		
	3.18 (A-C)	Security Guards / Fire Guards on Site	X		
<b>01 5411</b>	3.1 (A-J)	Temporary Use, Operation and Maintenance of Elevators During Construction for New Buildings Up To and Including 15 Stories	X		
	3.2 (A-M)	Temporary Use, Operation and Maintenance of Elevators During Construction for New Buildings Over 15 Stories		X	
	3.3 (A-E)	Temporary Use, Operation and Maintenance of Elevators During Construction for Existing Buildings	X		
<b>01 7300</b>	3.3 (A-I)	Surveys		X	
	3.4 (A-B)	Borings		X	
	3.12 (A-D)	Sleeves and Hangers		X	
	3.13 (A)	Sleeve and Penetration Drawings		X	
	3.15 (A)	Location of Partitions		X	
<b>01 7419</b>	1.5 (C)	Waste Management Performance Requirements / LEED Certification		X	
<b>01 7900</b>		Demonstration and Owner's Pre-Acceptance Orientation	X		
<b>01 8113.03</b>		Sustainable Design Requirements for LEED v3 Buildings		X	
<b>01 8113.04</b>		Sustainable Design Requirements for LEED v4 Buildings		X	
<b>01 81 13.10</b>		Environmentally Preferable Purchasing (EPP) Compliance		X	
<b>01 8113.13</b>		VOC Limits for Adhesives, Sealants, Paints and Coatings for LEED v3 Buildings		X	
<b>01 8119</b>		Indoor Air Quality Requirements for LEED Buildings		X	
<b>01 9113</b>		General Commissioning Requirements for MEP Systems		X	
<b>01 9115</b>		General Commissioning Requirements for Building Enclosure		X	



### **ADDITIONAL SECTIONS/SUB-SECTIONS**

The Contractor is advised that the amended Sub-Sections set forth below are included in the General Conditions and apply to the Project.

Section 011000 SUMMARY: Include the following article:

#### **1.13 BUILDING COORDINATION**

- A. Refer to the Phasing Plan notes on drawing T-000.00.
- B. The building is occupied and operates 8am – 6pm **per** day/ 5 days per week, and is managed by **the Department of City Administrative Services (DCAS)**.
- C. Work Hours Restrictions:
  - 1. Construction working hours are from 6pm – 7am weekdays, and weekends beginning 6pm Friday – 7 am Monday.
  - 2. Work may be allowed during regular business hours of 7am – 6pm with prior approval as long it does not impact the court proceedings and does not disrupt the normal daily operations of the tenants.
  - 3. Site must be cleaned up, including final cleaning, and turned over by 7am weekdays for normal daily operations.
  - 4. The lower Civil Court does not have jurors for the last 2 weeks of August and the last week in December. All other courts operate 52 weeks per year.
  - 5. All interior work and abatement must be coordinated 72 hours in advance with DDC, DCAS, OCA and all stakeholders, including but not limited to BP office, Supreme Court and Law Department.
  - 6. In the event of an emergency, the Contractor is to contact DDC immediately. DDC will coordinate with DCAS and other tenants affected by the work.
- D. General Construction Restriction Notes:
  - 1. Temporary protection must be in place at all times during construction and spaces being turn over for occupancy. Temporary protection must be removed daily.
  - 2. No on-site parking will be available.
  - 3. No staging area is available at this site. All deliveries, must be coordinated in advance.
  - 4. All requirements for interruption of services (e.g, HVAC, water, power, fire alarm, security system, etc.) must be thoroughly reviewed and coordinated as noted in C.7 above.
  - 5. Contractor must take all precautions necessary to ensure that the construction operation will in no way interrupt or otherwise affect the activities of the Courts, County Clerk, Brough President, Marriage Bureau and other tenants.
  - 6. Contractor must provide identification badges to all construction personnel and get pre-clearance in advance to work on site.
  - 7. No restrooms will be available at the site for use by construction personnel.
  - 8. During Construction, no courtrooms can be taken out of service.
  - 9. Only smokeless kettles will be allowed. Contractor must surround each kettle with sand bags or a metal container to contain over spilling. Kettles are not allowed on the roof.
  - 10. No swing space will be available for this project; therefore, all interior work that requires tenant(s) relocation down time must be incorporated into the project schedule.
  - 11. Contractor and all subcontractors will be responsible for safeguarding and protecting their own work, materials, tools, and equipment.
- E. Building and Roof Access:
  - 1. Contractor will have restricted access to the building's freight elevator for removal or delivery of any materials, equipment, etc. for the duration of the project. The limitation/restriction access is not only limited to maintain normal daily operations of the building but also, events, high profile court cases, and elevator repair and maintenance.

### **VIII. SPECIAL EXPERIENCE REQUIREMENTS FOR THE PROJECT**

Refer to the PASSPort Questionnaire for Special Experience Requirements.

**IX. REVISIONS: SPECIFICATIONS AND CONTRACT DRAWINGS**

The Specifications and the Contract Drawings for the Project are revised in accordance with the provisions set forth below.

- (1) **Owner:** Wherever the term "Owner" is used in the Specifications and/or the Contract Drawings, such term shall mean the City of New York.
- (2) **Other Entities:** In the event any entity other than the City of New York is referred to or named as the "Owner" in the Specifications and/or the Contract Drawings, the name of such other entity is deemed deleted and replaced with the "City of New York".
- (3) **Architect / Engineer:** Wherever the words "Architect", "Engineer", "Architect / Engineer" or "Architect and/or Engineer" are used in the Specifications and/or the Contract Drawings, such words are deemed deleted and replaced with the word "Commissioner".
- (4) **Products / Manufacturers:** Wherever the Specifications and/or the Contract Drawings require the Contractor to provide a particular product (i.e., material and/or equipment) from a designated manufacturer and/or vendor, the term "or approved equal" is deemed inserted, even if only one product and/or manufacturer is specified, except as otherwise provided below.
  - (a) **Proprietary Items:** If the Documents section in PASSPort contains a Notice which identifies a particular product from a designated manufacturer as a "Sole Source Product, the Contractor shall be required to provide such specified product. In such case, no substitution or "approved equal" will be permitted.
- (5) **Special Experience Requirements:** Special Experience Requirements for the Project, if any, are set forth in the PASSPort Questionnaire. Special Experience Requirements may apply to Contractors, subcontractors, installers, fabricators, applicators, erectors, specialists, manufacturers and/or suppliers. Refer to DDC General Conditions Section 014000 Article 1.7.C for applicable Special Experience qualification levels. If the Specifications and/or the Contract Drawings contain any Special Experience Requirement that is not set forth in the PASSPort Questionnaire, such Special Experience Requirement is deemed deleted, except as otherwise provided below.
  - (a) Any Special Experience Requirement that provides that the entity performing the work or supplying the material must have more than three (3) years of experience, is revised to provide that the entity performing the work or supplying the material must have three (3) years of experience as noted in DDC General Conditions Section 014000 Quality Requirements, Article 1.7.B, except as described in paragraph (b) below.
  - (b) Any Special Experience Requirement that pertains to the abatement of hazardous materials must not be subject to the deletion and/or revision set forth above. Such Special Experience Requirement will remain in full force and effect.
  - (c) Any Special Experience Requirement that provides that the individual workers performing the work must be licensed, authorized, certified, approved by or acceptable to the manufacturer, is deemed deleted and replaced with the requirement that such individual workers must be properly trained for the specified work.
- (6) **Alternate Bids:** If the agency is requesting the submission of Alternate Bids, a Notice regarding such Alternate Bids is set forth in the Documents section in PASSPort. In the event of any conflict or inconsistency between (1) the Notice regarding Alternate Bids set forth in the Documents section in PASSPort and (2) a provision in the Specifications and/or the Contract Drawings regarding Alternate Bids, the Notice set forth in the Documents section shall prevail. If the agency is not requesting the submission of Alternate Bids, as indicated by the absence of a Notice in the Documents section in PASSPort, and the Specifications and/or the Contract Drawings contain any provision regarding Alternate Bids, such provision is deemed deleted.
- (7) **Contractor Retained Engineer:** If the Specifications and/or the Contract Drawings require the Contractor to retain an Engineer to provide engineering services for the Project, the following sentence is deemed inserted: "Such Engineer must be a Professional Engineer, licensed in the State of New York."
- (8) **LEED Related Provisions:** If the Specifications and/or the Contract Drawings require the Contractor to purchase FSC certified wood, rapidly renewable materials, or materials within 500 miles (LEED v3) or 100 miles (LEED v4), such provisions are deemed deleted and replaced with the requirement that if the Contractor has purchased

FSC certified wood, rapidly renewable materials, or materials within 500 miles (LEED v3) or 100 miles (LEED v4), the Contractor shall submit such forms or documentation as may be required by the City in order for the USGBC to certify that the Project qualifies for the related LEED credit(s).

- (9) Guarantees: Requirements for Guarantees and Maintenance are set forth in Schedule B, which is included in the Addendum to the General Conditions. In the event of any conflict or inconsistency between (1) a guarantee and/or maintenance requirement set forth in the Specifications and/or the Contract Drawings and (2) a guarantee and/or maintenance requirement set forth in Schedule B, the guarantee and/or maintenance requirement set forth in Schedule B shall prevail.
- (10) Warranties: Requirements for Warranties are set forth in Schedule B, which is included in the Addendum to the General Conditions.
- (a) The term “manufacturer’s warranty” as described in this article encompasses the following terms as indicated in the Specifications: “Manufacturer’s Warranty”, “Manufacturer’s Special Warranty”, “Special Warranty”, “Special Finish Warranty”, “Manufacturer’s Special Warranty for a (product, assembly).”
- (b) In the event of any conflict or inconsistency between (1) a warranty requirement set forth in the Specifications and/or the Contract Drawings and (2) a warranty requirement set forth in Schedule B, the warranty requirement set forth in Schedule B shall prevail.
- (c) In the event a warranty requirement set forth in the Specifications and/or the Contract Drawings is omitted from Schedule B, such omission from Schedule B shall have no effect and the Contractor’s obligation to provide the manufacturer’s warranty, as set forth in the Specifications and/or the Contract Drawings, shall remain in full force and effect.
- (d) In the event a warranty requirement for a particular item of material or equipment is omitted from Schedule B, as well as from the Specifications or the Contract Drawings, and the manufacturer of such item actually provides a warranty, the Contractor shall be obligated to obtain and deliver to the Commissioner the highest level of warranty actually provided by that manufacturer.
- (11) Exculpatory Provisions: In the event the Specifications and/or the Contract Drawings contain any provision whereby the consultant and/or any of its officers, employees or agents, including subconsultants, is absolved of responsibility for any act or omission, such provision is deemed deleted.
- (12) Insurance: Provisions regarding insurance coverage the Contractor is required to provide are set forth in Article 22 of the City of New York Standard Construction Contract and Schedule A, which is included in the Addendum to the General Conditions. In the event the Specifications and/or the Contract Drawings contain any provision regarding insurance requirements, such provision is deemed deleted.
- (13) Indemnification: Provisions regarding indemnification are set forth in Articles 7, 12, 22 and 57 of the City of New York Standard Construction Contract. In the event the Specifications and/or the Contract Drawings contain any provision regarding indemnification, such provision is deemed deleted.
- (14) Dispute Resolution: Provisions regarding dispute resolution are set forth in Article 27 of the City of New York Standard Construction Contract. In the event the Specifications and/or the Contract Drawings contain any provision regarding dispute resolution, such provision is deemed deleted.
- (15) Payment to Other Entities: In the event the Specifications and/or the Contract Drawings contain any provision which requires the Contractor to make payments to an entity other than a subcontractor and/or supplier providing services and/or material for the project, such provision is deemed deleted.
- (16) General Conditions: In the event of any conflict or inconsistency between (1) the Specifications and/or the Contract Drawings and (2) the General Conditions, the General Conditions shall prevail.
- (17) Standard Construction Contract: In the event of any conflict or inconsistency between (1) the Specifications and/or the Contract Drawings and (2) the City of New York Standard Construction Contract, the City of New York Standard Construction Contract shall prevail.
- (18) Shall: Wherever the word “shall” is used in the Specifications and/or the Contract Drawings with respect to the Contractor’s or Subcontractor’s responsibilities or Project Requirements, the term is intended to convey a contractual mandate, such as the terms “must,” “will,” or “be obliged to” (and not “may”).

**SCHEDULE A (FOR PUBLICLY BID PROJECTS)**  
**PART I - Contract Requirements**

Various Articles of the Contract refer to requirements which are set forth in Schedule A of the General Conditions. The Schedule set forth below specifies the following: (1) the referenced Articles of the Contract, and (2) the specific requirements applicable to the contract.

<b>REFERENCE</b>	<b>ITEM</b>	<b>REQUIREMENTS</b>	<b>CONTRACT #1</b>
Information For Bidders	Bid Security	The Contractor must obtain a bid security in the amount indicated to the right.	Required provided the TOTAL BID PRICE set forth on the Bid Form is \$1,000,000. or more. Certified Check: 2% of Bid Amount or Bond: 10% of Bid Amount
Information For Bidders	Performance and Payment Bonds		For Contracts in the amount of \$1,000,000.00 or more, Performance and Payment Bonds must each be in amount equal to 100% of the Contract Price.
Information For Bidders	Department of Design and Construction Safety Requirements	The Contractor must provide the safety personnel as indicated to the right	<input checked="" type="checkbox"/> Project Safety Representative <input type="checkbox"/> Dedicated, full-time Project Safety Representative
Article 14 Contract	Time of Substantial Completion	Consecutive Calendar Days	<b>730</b>
Article 15 Contract	Liquidated Damages	For each consecutive calendar day over completion time	<b>\$600</b>
Article 17 Contract	Sub-Contracts	Not to exceed Percent of Contract Price	<b>60%</b>
Article 21 Contract	Retainage	Percent of Voucher	If 100% bonds are required <b>5%</b> If 100% bonds are not required, and Contract Price is \$1,000,000 or less <b>5%</b> If 100% bonds are not required, and Contract Price is more than \$1,000,000 <b>10%</b>
Article 24 Contract	Deposit Guarantee	Percent of Contract Price	<b>1%</b>
Article 24 Contract	Period of Guarantee		See Schedule B of the Addendum to the General Conditions
Article 75 Contract	Compensation to be Paid to Contractor		Amount for which the Contract was Awarded: _____ Dollars (\$ _____)
Article 79 Contract	MWBE Program		See M/WBE Utilization Plan in the PASSPort Procurement M/WBE Considerations Section.

**SCHEDULE A (FOR PUBLICLY BID PROJECTS)**

**Relating to Article 22 - Insurance**

**PART II. Types of Insurance, Minimum Limits and Special Conditions**

**Note:** All certificate(s) of insurance submitted pursuant to Contract Article 22.3. 3 must be accompanied by a Certification by Broker consistent with Part III below and include the following information:

- For each insurance policy, the name and NAIC number of issuing company, number of policy, and effective dates;
- Policy limits consistent with the requirements listed below;
- Additional insureds or loss payees consistent with the requirements listed below; and
- The number assigned to the Contract by the City (in the “Description of Operations” field).

Insurance indicated by a blackened box (■) or by (X) in the  to left will be required under this contract.

Types of Insurance (per Article 22 in its entirety, including listed paragraph)	Minimum Limits and Special Conditions
<p>■ Commercial General Liability      Art. 22.1.1</p>	<p>This Contract requires Commercial General Liability Insurance (CGL) that is at least as broad as ISO Form CG 00 01 (see Section 22.1.1 of the New York City Standard Construction Contract).</p> <p>The minimum limits shall be <u>\$1,000,000.00</u> per occurrence and <u>\$2,000,000.00</u> per project aggregate applicable to this Contract unless the Work requires a permit from the Department of Buildings and greater limits of Commercial General Liability Insurances are required pursuant to 1 RCNY section 101-08.</p> <p>Additional Insureds:</p> <p>1. City of New York, including its officials and employees, with coverage at least as broad as ISO Forms CG 20 10 and CG 20 37, and</p> <p>2. All person(s) or organization(s), if any, that Article 22.1.1(b) of the <b>Contract</b> requires to be named as Additional Insured(s), with coverage at least as broad as ISO Form CG 20 26. The Additional Insured endorsement shall either specify the entity's name, if known, or the entity's title (e.g., Project Manager).</p>

**SCHEDULE A (FOR PUBLICLY BID PROJECTS)**

**Relating to Article 22 - Insurance**

**PART II. Types of Insurance, Minimum Limits and Special Conditions**

**Insurance indicated by a blackened box (■) or by (X) in the  to left will be required under this contract.**

Types of Insurance (per Article 22 in its entirety, including listed paragraph)	Minimum Limits and Special Conditions
<ul style="list-style-type: none"> <li>■ Workers' Compensation                      Art. 22.1.2</li> <li>■ Disability Benefits Insurance              Art. 22.1.2</li> <li>■ Employers' Liability                              Art. 22.1.2</li> <li><input type="checkbox"/> Jones Act    Art. 22.1.3</li> <li><input type="checkbox"/> U.S. Longshoremen's and Harbor Workers Compensation Act                      Art. 22.1.3</li> </ul>	<p>Workers' Compensation, Employers' Liability, and Disability Benefits Insurance: Statutory per New York State law without regard to jurisdiction.</p> <p><b>Note:</b> The following forms are acceptable: (1) New York State Workers' Compensation Board Form No. C-105.2, (2) State Insurance Fund Form No. U-26.3, (3) New York State Workers' Compensation Board Form No. DB-120.1 and (3) Request for WC/DB Exemption Form No. CE-200. The City will not accept an ACORD form as proof of Workers' Compensation or Disability Insurance.</p> <p>Jones Act and U.S. Longshoremen's and Harbor Workers' Compensation Act: Statutory per U.S. law.</p>
<ul style="list-style-type: none"> <li>■ Builders' Risk                                      Art. 22.1.4</li> </ul>	<p>100 % of total value of <b>Work</b></p> <p><b>Contractor</b> the Named Insured; the <b>City</b> both an Additional Insured and one of the loss payees as its interests may appear.</p> <p>If the <b>Work</b> does not involve construction of a new building or gut renovation work, the <b>Contractor</b> may provide an installation floater in lieu of Builders Risk insurance.</p> <p>Note: Builders Risk Insurance may terminate upon <b>Substantial Completion</b> of the <b>Work</b> in its entirety.</p>
<ul style="list-style-type: none"> <li>■ Commercial Auto Liability                      Art. 22.1.5</li> </ul>	<p>\$1,000,000.00 per accident combined single limit</p> <p>If vehicles are used for transporting hazardous materials, the <b>Contractor</b> shall provide pollution liability broadened coverage for covered vehicles (endorsement CA 99 48) as well as proof of MCS 90</p>

**SCHEDULE A (FOR PUBLICLY BID PROJECTS)**

**Relating to Article 22 - Insurance**

**PART II. Types of Insurance, Minimum Limits and Special Conditions**

Insurance indicated by a blackened box (■) or by (X) in the  to left will be required under this contract.

Types of Insurance (per Article 22 in its entirety, including listed paragraph)	Minimum Limits and Special Conditions
<input type="checkbox"/> Contractor's Pollution Liability                      Art. 22.1.6	\$ _____ per occurrence  \$ _____ aggregate  Additional Insureds: 1. City of New York, including its officials and employees, and 2. _____ 3. _____
<input type="checkbox"/> Marine Protection and Indemnity                      Art. 22.1.7(a)	\$ _____ per occurrence  \$ _____ aggregate  Additional Insureds: 1. City of New York, including its officials and employees, and 2. _____ 3. _____
<input type="checkbox"/> Hull and Machinery Insurance                      Art. 22.1.7(b)	\$ _____ per occurrence  \$ _____ aggregate  Additional Insureds: 1. City of New York, including its officials and employees, and 2. _____ 3. _____
<input type="checkbox"/> Marine Pollution Liability                      Art. 22.1.7(c)	\$ _____ each occurrence  Additional Insureds: 1. City of New York, including its officials and employees, and 2. _____ 3. _____
[OTHER]                      Art. 22.1.8  <input type="checkbox"/> Ship Repairers Legal Liability	\$ _____ each occurrence

**SCHEDULE A (FOR PUBLICLY BID PROJECTS)**

**Relating to Article 22 - Insurance**

**PART II. Types of Insurance, Minimum Limits and Special Conditions (Continued)**

Insurance indicated by a blackened box (■) or by (X) in the  to left will be required under this contract.

Types of Insurance (per Article 22 in its entirety, including listed paragraph)	Minimum Limits and Special Conditions
<p>[OTHER] Art. 22.1.8</p> <p><input type="checkbox"/> Collision Liability/Towers Liability</p>	<p>\$ _____ per occurrence</p> <p>\$ _____ aggregate</p> <p>Additional Insureds: 1. City of New York, including its officials and employees, and 2. _____ 3. _____</p>
<p>[OTHER] Art. 22.1.8</p> <p><input type="checkbox"/> Railroad Protective Liability _____</p>	<p>\$ _____ per occurrence</p> <p>\$ _____ aggregate</p> <p>Additional Insureds: 1. City of New York, including its officials and employees, and 2. _____ 3. _____</p>
<p>[OTHER] Art. 22.1.8</p> <p>■ Asbestos Liability _____</p>	<p>Only required of the Contractor or Subcontractor performing any required asbestos removal.</p> <p>\$1,000,000 each occurrence, \$2,000,000 aggregate (Combined Single Limit); only required of the Contractor or Subcontractor performing any required asbestos removal.</p> <p>Additional Insureds: 1. City of New York, including its officials and employees.</p>



**SCHEDULE A (FOR PUBLICLY BID PROJECTS)**

**Relating to Article 22 - Insurance**

**PART II. Types of Insurance, Minimum Limits and Special Conditions (Continued)**

Insurance indicated by a blackened box (■) or by (X) in the  to left will be required under this contract.

<p>[OTHER] Art. 22.1.8</p> <p><input type="checkbox"/> Boiler Insurance _____</p>	<p>\$200,000</p>
<p>[OTHER] Art. 22.1.8</p> <p>■ Professional Liability</p> <p>In the event any section of the Specifications requires the Contractor to engage a Professional Engineer to provide design and/or engineering services, the Engineer engaged by the Contractor, as well as any sub consultant(s) performing professional services, shall provide Professional Liability Insurance.</p>	<p>\$1,000,000 per occurrence</p> <p>The Contractor's Professional Engineer shall maintain and submit evidence of Professional Liability Insurance in the minimum amount of \$1,000,000 per claim. The policy or policies shall include an endorsement to cover the liability assumed by the Contractor under this Agreement arising out of the negligent performance of professional services or caused by an error, omission or negligent act of the Contractor's Professional Engineer or anyone employed by the Contractor's Professional Engineer.</p> <p>Claims-made policies will be accepted for Professional Liability Insurance. All such policies shall have an extended reporting period option or automatic coverage of not less than two (2) years. If available as an option, the Contractor's Professional Engineer shall purchase extended reporting period coverage effective on cancellation or termination of such insurance unless a new policy is secured with a retroactive date, including at least the last policy year.</p>
<p>OTHER] Art. 22.1.8</p> <p><input type="checkbox"/> Umbrella/Excess Liability Insurance</p> <p>The Contractor shall provide Umbrella/Excess Liability Insurance in the minimum amounts shown to the right. The policy terms and condition should be at least as broad as the underlying policies. The underlying policies should comply with the insurance provision as outlined by the contract. Defense cost should be in addition to the limit of liability. The City of New York, including its officials and employees, should be included as additional insured as respects to the noted project.</p>	<p>\$10,000,000 per Occurrence and \$10,000,000 in Aggregate</p>

**SCHEDULE A (FOR PUBLICLY BID PROJECTS)**

**Relating to Article 22 - Insurance**

**PART III. 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.



**SCHEDULE A (FOR PUBLICLY BID PROJECTS)**

**Relating to Article 22 - Insurance**

**PART IV. Address of Commissioner**

Wherever reference is made in Article 7 or Article 22 to documents to be sent to the **Commissioner** (e.g., notices, filings, or submissions), such documents must be sent via email to [insurance@ddc.nyc.gov](mailto:insurance@ddc.nyc.gov). Hard copies of such documents will no longer be required or accepted.

**SCHEDULE B**

**Guarantees and Warranties**

**(Reference: Section 01 7839, Article 2.7 of the DDC Standard General Conditions)**

**GUARANTY FROM CONTRACTOR**

**(1) Contractor’s Guaranty Obligation:** The Contractor shall promptly repair, replace, restore or rebuild, as the Commissioner may determine, any finished Work in which defects of materials or workmanship may appear or to which damage may occur because of such defects, during the one (1) year period subsequent to the date of Substantial Completion (or use and occupancy in accordance with the Contract), except for the areas of Work set forth below:

- Roofing, Waterproofing, and Joint Sealant Work. For these types of work, the guarantee period shall be (2) two years.
- Trees and/or Plant Material. For trees and/or plant material furnished and installed, the guarantee period shall be (2) two years. During the guarantee period, the Contractor shall provide all maintenance services set forth in the Specifications.

**(2) Guaranty Period:** The obligation of the Contractor, and its Surety under the Performance Bond, is limited to the period(s) of time specified above.

**(3) Other Provisions Deemed Deleted:** In the event the Specifications and/or the Contract Drawings contain any provisions regarding guaranty requirements, such provisions are deemed deleted and replaced with the guaranty requirements set forth in this Schedule B.

\*\*\*\*\*

**WARRANTY FROM MANUFACTURER**

**(1) Contractor’s Obligation to Provide Warranties:** The items of material and/or equipment for which manufacturer warranties are required are listed below. For each item of material and/or equipment listed below, the Contractor shall obtain a written warranty from the manufacturer. Such warranty shall provide that the material or equipment is free from defects for the period set forth below and will be replaced or repaired within such specified period. The Contractor shall deliver all required warranties to the Commissioner.

**(2) Required Warranties:**

<b>Specification Number</b>	<b>Material or Equipment</b>	<b>Warranty Period</b>
07 50 00	Roofing	30 years

**(3) Application:** The obligations under the warranty for the periods specified above shall apply only to the manufacturer of the material or equipment, and not to the Contractor or its Surety; provided, however, the Contractor retains responsibility for obtaining all required warranties from the manufacturers and delivering the same to the Commissioner.

**(4) Other Provisions:** The warranty requirements set forth in this Schedule B are also included in the Specifications.

**(a)** In the event of any conflict between a warranty requirement set forth in the Specifications and a warranty requirement set forth in Schedule B, the warranty requirement set forth in Schedule B shall take precedence.

- (b) In the event a warranty requirement set forth in the Specifications is omitted from Schedule B, such omission from Schedule B shall have no effect and the Contractor's obligation to provide the manufacturer's warranty, as set forth in the Specifications, shall remain in full force and effect.
- (c) In the event a warranty requirement for a particular item of material or equipment is omitted from both Schedule B and the Specifications, and the manufacturer of such item actually provides a warranty, the Contractor shall be obligated to obtain and deliver to the Commissioner the highest level of warranty actually provided by that manufacturer.
- (d) In the event a warranty requirement is provided for a particular item of material or equipment, and such requirement specifies a warranty period that is longer than that which is actually provided by any of the specified manufacturers, the Contractor shall be obligated to obtain and deliver to the Commissioner the highest level of warranty actually provided by any of the specified manufacturers, unless otherwise directed in writing by the Commissioner.
- (e) Unless indicated otherwise Warranties are to take effect on the date of Substantial Completion.

**SCHEDULE C**

**Contract Drawings**

**(Reference: Section 01 1000, Article 1.5 (A) of the DDC Standard General Conditions)**

The Schedule set forth below lists all Contract Drawings for the Project.

T-000.00	TITLE SHEET
R-001.00	PROBE REPORT (FOR REFERENCE ONLY)
R-002.00	PROBE REPORT (FOR REFERENCE ONLY)
R-003.00	PROBE REPORT (FOR REFERENCE ONLY)
H-001.00	ASBESTOS ABATEMENT GENERAL NOTES
H-002.00	ASBESTOS ABATEMENT PARTIAL 9 <sup>TH</sup> FLOOR ROOF BULKHEADS
H-003.00	ASBESTOS ABATEMENT 9 <sup>TH</sup> FLOOR ROOF
H-004.00	ASBESTOS ABATEMENT PARTIAL 8 <sup>TH</sup> FLOOR ROOF BULKHEADS
H-005.00	ASBESTOS ABATEMENT 8 <sup>TH</sup> FLOOR ROOF
H-006.00	ASBESTOS ABATEMENT 8 <sup>TH</sup> FLOOR PLAN
H-007.00	ASBESTOS ABATEMENT 1 <sup>ST</sup> FLOOR MEZZANINE AND CLERESTORY ROOFS
DM-100.00	DEMOLITION ROOF PLAN
A-101.00	ROOF PLAN
A-102.00	FIRST FLOOR REFLECTED CEILING PLAN
A-103.00	EIGHTH FLOOR REFLECTED CEILING PLAN
A-104.00	NINTH FLOOR REFLECTED CEILING PLAN
A-201.00	EAST ELEVATION
A-202.00	SOUTH ELEVATION
A-203.00	WEST ELEVATION
A-204.00	NORTH ELEVATION
A-205.00	PENTHOUSE ELEVATIONS
A-206.00	PENTHOUSE ELEVATIONS
A-207.00	COURTYARD ELEVATIONS
A-208.00	COURTYARD ELEVATIONS
A-700.00	ROOFING DETAILS
A-701.00	ROOFING DETAILS
A-702.00	EXTERIOR DETAILS
A-703.00	EXTERIOR DETAILS
A-704.00	EXTERIOR DETAILS
A-705.00	EXTERIOR DETAILS
A-706.00	EXTERIOR DETAILS
A-707.00	EXTERIOR DETAILS
A-708.00	EXTERIOR DETAILS
A-709.00	EXTERIOR DETAILS
L-100.00	GREEN ROOF LAYOUT PLAN
L-101.00	PLANTING PLAN AND PLANT SCHEDULE
L-200.00	GREEN ROOF SECTION DETAILS
S-001.00	GENERAL NOTES, SCHEDULE, AND LEGEND
S-101.00	ROOF FRAMING PLAN
S-102.00	PENTHOUSE FRAMING PLAN
S-201.00	EAST FAÇADE FRAMING ELEVATION (GRAND CONCOURSE)
S-202.00	SOUTH FAÇADE FRAMING ELEVATION (EAST 158 <sup>TH</sup> ST)
S-203.00	WEST FAÇADE FRAMING ELEVATION (WALTON AVE)

S-204.00	NORTH FAÇADE FRAMING ELEVATION (EAST 161 <sup>ST</sup> )
S-500.00	STRUCTURAL KEY PLAN
S-501.00	TYPICAL DETAILS - MASONRY ANCHORAGE
S-502.00	TYPICAL DETAILS - MASONRY REPAIR AND REBUILDING
S-503.00	TYPICAL DETAILS - STEEL AND CONCRETE REPAIR
S-504.00	TYPICAL DETAILS - PARAPET RECONSTRUCTION
S-505.00	MASONRY CHIMNEY ELEVATIONS AND DETAILS
P-001.00	PLUMBING ABBREVIATIONS, SYMBOLS, KEY PLAN, SCHEDULES, AND DRAWING LIST
P-100.00	PLUMBING COMPOSITE ROOF PLAN
P-200.00	PLUMBING ROOF SECTION
EN-001.00	ENERGY COMPLIANCE
M-001.00	MECHANICAL ABBREVIATIONS, SYMBOLS, KEY PLAN, AND DRAWING LIST
M-100.00	MECHANICAL SECOND FLOOR ROOF PLAN DETAILS
M-101.00	MECHANICAL PENTHOUSE PLAN
E-001.00	ELECTRICAL SYMBOLS LIST, NOTES, DRAWING LIST, AND FIRST FLOOR RCP
E-101.00	ELECTRICAL EIGHTH FLOOR RCP
E-102.00	ELECTRICAL NINTH FLOOR RCP



**SCHEDULE D**

**Electrical Motor Control Equipment**

**No Text**

**SCHEDULE E**

**Separation of Trades**

***NOT USED FOR SINGLE CONTRACTS***



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**CONTRACT # 1**  
**GENERAL CONSTRUCTION WORK**

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**SECTION 02 41 19  
SELECTIVE DEMOLITION**

**PART 1 - GENERAL**

**1.01 RELATED DOCUMENTS**

- A. The following documents apply to all required work for the Project: (1) the Contract Drawings, (2) the Specifications, (3) the General Conditions, (4) the Addendum and (5) the Contract [City of New York Standard Construction Contract].

**1.02 SUMMARY**

- A. Section Includes:
1. Demolition and removal of selected site elements.
  2. Salvage of existing items to be reused or recycled.

**1.03 DEFINITIONS**

- A. Remove: Detach items from existing construction and dispose of them off-site unless indicated to be salvaged or reinstalled.
- B. Remove and Salvage: Detach items from existing construction, in a manner to prevent damage, and deliver to the City of New York ready for reuse.
- C. Remove and Reinstall: Detach items from existing construction, in a manner to prevent damage, prepare for reuse, and reinstall where indicated.
- D. Existing to Remain: Leave existing items that are not to be removed and that are not otherwise indicated to be salvaged or reinstalled.
- E. Dismantle: To remove by disassembling or detaching an item from a surface, using gentle methods and equipment to prevent damage to the item and surfaces; disposing of items unless indicated to be salvaged or reinstalled.

**1.04 QUALITY ASSURANCE**

- A. Refer to DDC General Conditions Section 01 40 00 "Quality Requirements".
1. Historic Treatment Specialist Qualifications: A selective demolition specialist meeting the requirements of DDC General Conditions Section 014000 1.7/C/6.



- B. Refrigerant Recovery Technician Qualifications: Certified by an EPA-approved certification program.

### **1.05 MATERIALS OWNERSHIP**

- A. Unless otherwise indicated, demolition waste becomes property of Contractor.
- B. Historic items, relics, antiques, and similar objects including, but not limited to, cornerstones and their contents, commemorative plaques and tablets, and other items of interest or value to City of New York that may be uncovered during demolition remain the property of the City of New York.
  - 1. Carefully salvage in a manner to prevent damage and promptly return to the City of New York.

### **1.06 PREINSTALLATION MEETINGS**

- A. Predemolition Conference: Conduct conference at Project Site.
  - 1. Inspect and discuss condition of construction to be selectively demolished.
  - 2. Review structural load limitations of existing structure.
  - 3. Review and finalize selective demolition schedule and verify availability of materials, demolition personnel, equipment, and facilities needed to make progress and avoid delays.
  - 4. Review requirements of work performed by other trades that rely on substrates exposed by selective demolition operations.
  - 5. Review areas where existing construction is to remain and requires protection.

### **1.07 SUBMITTALS**

- A. Refer to DDC General Conditions Section 01 33 00 "Submittal Procedures".
- B. Proposed Protection Measures: Submit report, including Drawings, that indicates the measures proposed for protecting individuals and property, for environmental protection, for dust control and for noise control. Indicate proposed locations and construction of barriers.
  - 1. Detailed sequence of selective demolition and removal work, with starting and ending dates for each activity. Ensure City of New York's operations are uninterrupted.
  - 2. Interruption of utility services. Indicate how long utility services will be interrupted.
  - 3. Coordination for shutoff, capping, and continuation of utility services.
  - 4. Use of elevator and stairs.
  - 5. Coordination of City of New York's continuing occupancy of portions of existing building and of City of New York's partial occupancy of completed Work.





- C. Predemolition Photographs or Video: Show existing conditions of adjoining construction, including finish surfaces, that might be misconstrued as damage caused by demolition operations. Comply with DDC General Requirements. Submit before Work begins.
- D. Statement of Refrigerant Recovery: Signed by refrigerant recovery technician responsible for recovering refrigerant, stating that all refrigerant that was present was recovered and that recovery was performed according to EPA regulations. Include name and address of technician and date refrigerant was recovered.
- E. Warranties: Documentation indicating that existing warranties are still in effect after completion of selective demolition.

#### **1.08 CLOSEOUT SUBMITTALS**

- A. Inventory: Submit a list of items that have been removed and salvaged.

#### **1.09 FIELD CONDITIONS**

- A. City of New York will occupy portions of building immediately adjacent to selective demolition area. Conduct selective demolition so City of New York's operations will not be disrupted.
- B. Conditions existing at time of inspection for bidding purpose will be maintained by City of New York as far as practical.
- C. Notify Commissioner of discrepancies between existing conditions and Drawings before proceeding with selective demolition.
- D. Historic Areas: Demolition and hauling equipment and other materials shall be of sizes that clear surfaces within historic spaces, areas, rooms, and openings, including temporary protection, by 12 inches or more.
- E. Storage or sale of removed items or materials on-site is not permitted.
- F. Utility Service: Maintain existing utilities that are in service and protect them against damage during selective demolition operations.
  - 1. Maintain fire-protection facilities in service during selective demolition operations.

#### **1.10 COORDINATION**

- A. Arrange selective demolition schedule so as not to interfere with City of New York's operations.



## **PART 2 - PRODUCTS**

### **2.01 PERFORMANCE REQUIREMENTS**

- A. Regulatory Requirements: Comply with governing EPA notification regulations before beginning selective demolition. Comply with hauling and disposal regulations.
- B. Standards: Comply with ASSE A10.6 and NFPA 241.

## **PART 3 - EXECUTION**

### **3.01 EXECUTION REQUIREMENTS**

- A. Refer to DDC General Conditions for execution requirements.

### **3.02 EXAMINATION**

- A. Survey of Existing Conditions: Record existing conditions by use of preconstruction photographs or video.
  - 1. Comply with requirements specified in DDC General Conditions.

### **3.03 PREPARATION**

- A. Refrigerant: Before starting demolition, remove refrigerant from mechanical equipment according to 40 CFR 82.

### **3.04 UTILITY SERVICES AND MECHANICAL/ELECTRICAL SYSTEMS**

- A. Existing Services/Systems to Remain: Maintain services/systems indicated to remain and protect them against damage.
- B. Existing Services/Systems to Be Removed, Relocated, or Abandoned: Locate, identify, disconnect, and seal or cap off utility services and mechanical/electrical systems serving areas to be selectively demolished.
  - 1. If services/systems are required to be removed, relocated, or abandoned, provide temporary services/systems that bypass area of selective demolition and that maintain continuity of services/systems to other parts of building.



### **3.05 PROTECTION**

- A. Temporary Protection: Provide temporary barricades and other protection required to prevent injury to people and damage to adjacent buildings and facilities to remain.
  - 1. Comply with requirements specified in DDC General Conditions.
  - 2. Provide protection to ensure safe passage of people around selective demolition area and to and from occupied portions of building.
  - 3. Provide temporary weather protection, during interval between selective demolition of existing construction on exterior surfaces and new construction, to prevent water leakage and damage to structure and interior areas.
  - 4. Protect walls, ceilings, floors, and other existing finish work that are to remain or that are exposed during selective demolition operations.
  - 5. Cover and protect furniture, furnishings, and equipment that have not been removed.
  - 6. Comply with requirements for temporary enclosures, dust control, heating, and cooling specified in DDC General Conditions.
- B. Temporary Shoring: Design, provide, and maintain shoring, bracing, and structural supports as required to preserve stability and prevent movement, settlement, or collapse of construction and finishes to remain, and to prevent unexpected or uncontrolled movement or collapse of construction being demolished.
  - 1. Strengthen or add new supports when required during progress of selective demolition.
- C. Remove temporary barricades and protections where hazards no longer exist.

### **3.06 SELECTIVE DEMOLITION, GENERAL**

- A. General: Demolish and remove existing construction only to the extent required by new construction and as indicated. Use methods required to complete the work as follows:
  - 1. Neatly cut openings and holes plumb, square, and true to dimensions required. Use cutting methods least likely to damage construction to remain or adjoining construction. Use hand tools or small power tools designed for sawing or grinding, not hammering and chopping. Temporarily cover openings to remain.
  - 2. Cut or drill from the exposed or finished side into concealed surfaces to avoid marring existing finished surfaces.
  - 3. Remove decayed, vermin-infested, or otherwise dangerous or unsuitable materials and promptly dispose of off-site.
  - 4. Remove structural framing members and lower to ground by method suitable to avoid free fall and to prevent ground impact or dust generation.



5. Locate selective demolition equipment and remove debris and materials so as not to impose excessive loads on supporting walls, floors, or framing.
  6. Dispose of demolished items and materials promptly. Comply with requirements in DDC General Conditions.
- B. Site Access and Temporary Controls: Conduct selective demolition and debris-removal operations to ensure minimum interference with roads, streets, walks, walkways, and other adjacent occupied and used facilities.
- C. Removed and Salvaged Items:
1. Clean salvaged items.
  2. Pack or crate items after cleaning. Identify contents of containers.
  3. Store items in a secure area until delivery to City of New York.
  4. Protect items from damage during transport and storage.
- D. Removed and Reinstalled Items:
1. Clean and repair items to functional condition adequate for intended reuse.
  2. Pack or crate items after cleaning and repairing. Identify contents of containers.
  3. Protect items from damage during transport and storage.
  4. Reinstall items in locations indicated. Comply with installation requirements for new materials and equipment. Provide connections, supports, and miscellaneous materials necessary to make item functional for use indicated.
- E. Existing Items to Remain: Protect construction indicated to remain against damage and soiling during selective demolition. When permitted by Commissioner, items may be removed to a suitable, protected storage location during selective demolition and reinstalled in their original locations after selective demolition operations are complete.

### **3.07 SELECTIVE DEMOLITION PROCEDURES FOR SPECIFIC MATERIALS**

- A. Concrete: Demolish in small sections. Using power-driven saw, cut concrete to a depth of at least 3/4 inch at junctures with construction to remain. Dislodge concrete from reinforcement at perimeter of areas being demolished, cut reinforcement, and then remove remainder of concrete. Neatly trim openings to dimensions indicated.
- B. Masonry: Demolish in small sections. Cut masonry at junctures with construction to remain, using power-driven saw, and then remove masonry between saw cuts.



- C. Roofing: Remove no more existing roofing than what can be covered in one day by new roofing and so that building interior remains watertight and weathertight. See Sections 075000 Membrane Roofing and 076100 Sheet Metal Roofing for new roofing requirements.
  - 1. Remove existing roof membrane, flashings, copings, overburden, and roof accessories.
  - 2. Remove existing roofing system down to concrete substrate.

### **3.08 DISPOSAL OF DEMOLISHED MATERIALS**

- A. Remove demolition waste materials from Project site and dispose of them in an EPA-approved construction and demolition waste landfill, and recycle or dispose of them according to DDC General Conditions.
  - 1. Do not allow demolished materials to accumulate on-site.
  - 2. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.
  - 3. Remove debris from elevated portions of building by chute, hoist, or other device that will convey debris to grade level in a controlled descent.
  - 4. Comply with requirements specified in DDC General Conditions.
- B. Burning: Do not burn demolished materials.

### **3.09 CLEANING**

- A. Clean adjacent structures and improvements of dust, dirt, and debris caused by selective demolition operations. Return adjacent areas to condition existing before selective demolition operations began.

**END OF SECTION 02 41 19**



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**SECTION 02 80 13 – GENERAL CONTRACTOR WORK  
NOVEMBER 2017 VERSION**

**ALLOWANCE FOR INCIDENTAL ASBESTOS ABATEMENT**

**1.01 SCOPE FOR ASBESTOS ABATEMENT WORK**

- A. The "General Conditions" apply to the work of this Section.
- B. The asbestos abatement contractor shall remove asbestos containing materials as needed to perform the other work of this Contract when discovered during the course of work. When required, the asbestos abatement contractor shall replace the ACM with non-asbestos containing materials. An allowance of **\$15,000.00** for the **General Contractor** is herein established for this incidental work when so ordered and authorized by the Commissioner.
- C. All work shall be done in accordance with the applicable provisions of the rules and regulations of the asbestos control program as promulgated by Title 15 Chapter I of RCNY and New York State Department of Labor Industrial Code Rule 56 cited as 12 NYCRR Part 56, whichever is more stringent as per latest amendments to these laws and as modified herein by these specifications.
- D. All disposal of asbestos contaminated material shall be per Local Law 70/85.
- E. The asbestos abatement contractor's attention is directed to the fact that certain methods of asbestos abatement are protected by patents. To date, patents have been issued with respect to "negative pressure enclosure" or "negative-air" or "reduced pressure" and "glove bag".
- F. The asbestos abatement contractor shall be solely responsible for and shall hold the Department of Design and Construction and the City harmless from any and all damages, losses and expenses resulting from any infringement by the asbestos abatement contractor of any patent, including but not limited to the patents described above, used by the asbestos abatement contractor during performance of this agreement.
- G. "Asbestos" shall mean any hydrated mineral silicate separable into commercially usable fibers, including but not limited to chrysotile (serpentine), amosite (cummingtonite-grunerite), crocidolite (riebeckite), tremolite, anthrophyllite and actinolite.
- H. Prior to starting, the asbestos abatement contractor must notify the Commissioner of the Department of Design and Construction if he/she anticipates any difficulty in performing the Work as required by these Specifications. The asbestos



abatement contractor is responsible to prepare and submit all filings, notifications, etc. required by all City, State and Federal regulatory agencies having jurisdiction.

The asbestos abatement contractor is responsible for submitting the Asbestos Project Notification Form (ACP-7 Form) to the Department of Environmental Protection, Asbestos Control Program, as per Title 15, Chapter I of RCNY and to the NYSDOL as per Industrial Code Rule 56.

The asbestos abatement contractor is responsible for preparing, and submitting Asbestos Variance Application (ACP-9). If a Variance is required, the asbestos abatement contractor is responsible to retain a NYSDOL Asbestos Project Designer, as defined in Title 15, Chapter 1 of the RCNY to prepare and submit the required variance.

The general contractor is responsible for preparing and submitting an Asbestos Abatement Permit and/or Work Place Safety Plans (WPSP) that may be required for the completion of the Contract or incidental work. If such plans are required, the general contractor is responsible for retaining a registered design professional as defined in Title 15, Chapter 1 of the RCNY to prepare and submit the required plans.

The asbestos abatement contractor is responsible for the submission of all required documents to the NYCDEP to acquire the appropriate Asbestos Project Conditional Closeout (ACP-20) and/or Asbestos Project Completion Forms (ACP-21) on a timely basis for the completion of the incidental work encountered under this contract.

The asbestos abatement contractor will be required to attend an on-site job meeting with the Construction Project Manager prior to the start of work to examine conditions and plan the sequence of operations, etc.

The asbestos abatement contractor shall have a NYSDOL/NYCDEP Asbestos Supervisor onsite to oversee the work and conduct a final visual inspection as required by both Title 15, Chapter 1 of the RCNY and NYSDOL Industrial Code Rule 56.

- I. All work shall be done during regular working hours unless the asbestos abatement contractor requests authorization to work in other than regular working hours and such authorization is granted by the Commissioner. (Regular work hours are those hours during which any given facility, in which work is to be done, is customarily open and functioning, normally between the hours of 8:00 A.M. and 4:00 P.M. Monday - Friday.) If such work schedule is authorized by the Commissioner, the work shall be done at no additional cost to the City.
- J. The Commissioner may order that work be done in other than regular working hours as herein by defined and this order may require the asbestos abatement





contractor to pay premium or overtime wages to complete the work. If the Commissioner orders work in other than regular working hours, the asbestos abatement contractor shall multiply the unit price for that portion of the work requiring premium wages by 1.50 when computing payment in accordance with Paragraph 1.09. All requests for premium payment must be supported by certified payroll sheets and field sheets approved by the Construction Project Manager.

## **1.02 QUALIFICATIONS OF ASBESTOS ABATEMENT CONTRACTOR**

- A. Requirements: The asbestos abatement contractor must be approved through the Department's Request for Subcontractor Approval, administered by the Agency Chief Contracting Office (ACCO), Vendor Integrity Unit. The asbestos abatement contractor must demonstrate compliance with the special experience requirements set forth in subparagraphs (1) through (6) below. Such documentation shall include without limitation, all required licenses, certificates, and documentation.
1. The asbestos abatement contractor must, whether an individual, corporation, partnership, joint venture or other legal entity, demonstrate for the three year period prior to the work that it has been licensed by the New York State Department of Labor (NYSDOL), as an "Asbestos Abatement Contractor". The asbestos abatement contractor shall submit copies of the asbestos abatement contractors NYSDOL License for the past three years
  2. The asbestos abatement contractor must, for the three-year period prior to the work, have been in the business of providing asbestos abatement services as a routine part of its daily operations.
  3. The asbestos abatement contractor proposing to do asbestos abatement work must be thoroughly experienced in such work and must submit a list of five (5) asbestos abatement projects of similar size and complexity. The aggregate cost of these projects must be at least \$1,000,000 in each of the three years.
  4. For each project submitted to meet the experience requirements set forth above, the asbestos abatement contractor must submit the following information for the project; name and location of the project; name title and telephone number and email address of the owner or the owner's representative who is familiar with the asbestos abatement contractor's work; brief description of the scope of work completed as a prime or sub-asbestos abatement contractor; amount of contract or subcontract and the date of completion.
  5. The asbestos abatement contractor must demonstrate that it has the financial resources, certified supervisory personnel and equipment



necessary to carry out the work and to comply with the required performance schedule, taking into consideration other business commitments. The asbestos abatement contractor must submit such documentation as may be required by the Department of Design and Construction to demonstrate that it has the requisite capacity to perform the required services of this contract. The Department may also conduct an inspection of the asbestos abatement contractor's facility to verify if the contractor has equipment and staffing to perform the work.

6. The asbestos abatement contractor must submit a copy of their Corporate Health and Safety Plan for review and acceptance. A Job Hazard Analysis (JHA) for the specific work conducted must be included.
- B. Throughout the specifications, reference is made to codes and standards which establish qualities and types of workmanship and materials, and which establish methods for testing and reporting on the pertinent characteristics thereof. Provide materials or workmanship that meet or exceed the specifically named codes or standards where required by these specifications.
- C. Site Investigation: Asbestos abatement contractor shall inspect all the specifications and related drawings, and will investigate and confirm the site conditions affecting the work, including, but not limited to (1) through (5) below. The asbestos abatement contractor will attend a walkthrough site inspection with the department's Project Manager and the Third-Party Air Monitor prior to the work. Such walkthrough will be scheduled at the Department's convenience.
1. Physical considerations and conditions of both the material and structure. These considerations include any obstacles or obstructions encountered in accessing or removing the material.
  2. Handling, storage, transportation and disposal of the material.
  3. Availability of qualified and skilled labor.
  4. Availability of utilities.
  5. Exact quantities of all materials to be disturbed and/or removed

### **1.03 ASBESTOS ABATEMENT CONTRACTOR RESPONSIBILITIES**

The asbestos abatement contractor will visit the subject location within one (1) working day of notification to ascertain actual work required. If the project is identified as being "urgent", then work shall commence no later than 48 hours from the time of notification. In this event, the asbestos abatement contractor shall immediately notify when applicable EPA NESHAPS Coordinator, NYSDOL Asbestos Control Bureau and NYCDEP



Asbestos Control Program of start of the work and file the necessary Asbestos Notifications and any applicable Variance Applications with the regulatory agencies cited above.

In the event that the project is not classified as "urgent" the asbestos abatement contractor shall notify the EPA NESHAPS Coordinator, NYSDOL and NYCDEP by submitting the requisite asbestos project notification forms, postmarked 10 days before activity begins if 260 linear feet or more and/or 160 square feet or more of asbestos containing material will be disturbed.

The following information must be included in the notification:

- A. Name and address of building City or operator;
- B. Project description:
  - 1. Size - square feet, number of linear feet, etc;
  - 2. Age - date of construction and renovations (if known);
  - 3. Use - i.e., office, school, industrial, etc.
  - 4. Scope - repair, demolition, cleaning, etc.
- C. Amount of asbestos involved in work and an explanation of techniques used to determine the amount;
- D. Building location/address, including Block and Lot numbers;
- E. Work schedule including the starting and completion dates;
- F. Abatement methods to be employed;
- G. Procedures for removal of asbestos-containing material;
- H. Name, title and authority of governmental representative sponsoring project.

#### **1.04 WORK INCLUDED IN UNIT PRICE**

The asbestos abatement contractor will be paid a basic unit price of **\$25.00** per square feet for the removal and disposal of asbestos containing material and replacement of the same with non-asbestos containing materials.

Unit price shall include all costs necessary to do the work of this Contract, including but not limited to: labor, materials, equipment, utilities, disposal, insurance, overhead and profit.



**1.05 AIR MONITORING – ASBESTOS ABATEMENT CONTRACTOR**

- A. “Air Sampling” shall mean the process of measuring the fiber content of a known volume of air collected during a specific period of time. The procedure utilized for asbestos follows the NIOSH Standard Analytical Method 7400 or the provisional transmission electron microscopy methods developed by the USEPA and/or National Institute of Standard and Technology which are utilized for lower detectability and specific fiber identification.
- B. Air monitoring of asbestos abatement contractor’s personnel will be performed in conformance with OSHA requirements, (All costs associated with this work are deemed included in the unit price.).
- C. Qualifications of Testing Laboratory:

The industrial hygiene laboratory shall be a current proficient participant in the American Industrial Hygiene Association (AIHA) PAT Program. The laboratory identification number shall be submitted and approved by the City. The laboratory shall be accredited by the AIHA and New York State Department of Health Environmental Laboratory Approval Program (ELAP).

Note: Work area air testing and analysis before, during and upon completion of work (clearance testing) will be performed by a Third Party Air Monitor under separate Contract with the City.

**1.06 THIRD PARTY MONITORING AND LABORATORY**

- A. The NYCDDC, at its own expense, will employ the services of an independent Third Party Air Monitoring Firm and Laboratory. The Third Party Air Monitor will perform air sampling activities and project monitoring at the Work Site.
- B. The Laboratory will perform analysis of air samples utilizing Phase Contrast Microscopy (PCM) and/or Transmission Electron Microscopy (TEM).
- C. The Third Party Air Monitoring Firm and the designated Project Monitor shall have access to all areas of the asbestos removal project at all times and shall continuously inspect and monitor the performance of the asbestos abatement contractor to verify that said performance complies with this Specification. The Third-Party Air Monitor shall be on site throughout the entire abatement operation.
- D. The NYCDDC will be responsible for costs incurred with the Third Party Air Monitoring Firm and laboratory work. Any subsequent additional testing required due to limits exceeded during initial testing shall be paid for by the asbestos abatement contractor.



**1.07 PAYMENT REQUEST DOCUMENTATION**

- B. The following information shall be included for each payment request:
1. Description of work performed.
  2. Linear footage and pipe sizes involved.
  3. Square footage for boiler & breaching insulation removed.
  4. Square footage of non pipe and boiler areas removed, patched, enclosed, sealed, or painted.
  5. Square footage of encapsulation, sealing, patching, and painting involved.
  6. Total cost associated with compliance with the assigned task.
  7. Architectural, Electrical, HVAC, Plumbing, etc. work incidental to the Asbestos Abatement Work.
  8. A certified copy (in form 4312-39) to the Comptroller or Financial Officer of the New York City to the effect that the financial statement is true.
  9. A signed copy (in form 6506q-6) of certificate of compliance with non-discriminatory provisions of the Contract.
  10. Attach a copy of valid workmen compensation insurance.
  11. Valid asbestos insurance per occurrence.
  12. General liability insurance when required.
- C. Each payment request shall include a grand total for all work completed that billing period, the landfill waste manifests and a copy of waste transporter permit. The Department of Design and Construction will inspect the work performed, review the cost and approve or disapprove requests for payment.
- D. EXPOSURE LOG: With this final payment, the asbestos abatement contractor shall submit a listing of the names and social security numbers of all employees actively engaged in the abatement work of this Contract. This list shall include a summary showing each part of the abatement work in which the employee was engaged and the dates thereof.

**1.08 QUANTITY CALCULATIONS**

In order to determine the square footage involved for the various pipe sizes of pipe insulation that might be encountered, the following table is to be used.



PIPE INSULATION SIZE O.D.	PIPE SIZE O.D.	SQUARE FOOTAGE PER LINEAR FOOT
2-1/2"	1/2"	0.65
2-3/4"	3/4"	0.72
3"	1"	0.79
3-1/4"	1-1/4"	0.85
3-1/2"	1-1/2"	0.92
4"	2"	1.05
4-1/2"	2-1/2"	1.18
5"	3"	1.31
6"	3-1/4"	1.57
7"	3-1/2"	1.83
8"	4"	2.09
9"	5"	2.36
10"	6"	2.62
12"	8"	3.14
14"	10"	3.67
16"	12"	4.19
18"	14"	4.71

**1.09 METHOD OF PAYMENT**

Payment shall be made in accordance with Items A through R below. Payment shall be calculated based on the actual quantity of the item performed by the asbestos abatement contractor, times the unit price specified below. Credits may apply to certain times, as specified below.

**A. REMOVAL, DISPOSAL AND REPLACEMENT OF ASBESTOS CONTAINING PIPE INSULATION:** Actual linear footage, multiplied by the square footage factor listed for the respective pipe size in Section 1.08, multiplied by the unit price in Section 1.04.

EXAMPLE: 100 lin.ft. of 1/2" pipe and 100 lin.ft. of 6" pipe, including elbows, tees. Flanges, etc.

$100 \times 0.65 = 65 \text{ sq.ft.}$        $65 \times \text{unit price} = \text{Payment}$

$100 \times 2.62 = 262 \text{ sq.ft.}$        $262 \times \text{unit price} = \text{Payment}$

**B. REMOVAL, DISPOSAL AND REPLACEMENT OF BOILER INSULATION:** (all types including Silicate Block and including the removal/replacement of metal jacketing) Payment shall be made at 1.5 times the unit price per square foot.

EXAMPLE: Item B. removal and replacement of 1000 S.F. of boiler insulation (incl. Silicate block)



1000 S.F. X (1.5) X the Unit Price = Payment

- C. **REMOVAL, DISPOSAL AND REPLACEMENT OF TANK INSULATION:** (all types including removal/replacement of metal jacketing) Payment shall be made at 1.5 times the unit price per square foot.
- D. **REMOVAL, DISPOSAL AND REPLACEMENT OF BOILER UPTAKE, & BREACHING INSULATION:** (all types including stiffening angles and wire lath) Payment shall be made at 2.0 times the unit price per square foot.
- E. **REMOVAL, DISPOSAL AND REPLACEMENT OF DUCT INSULATION:** Payment shall be made at 1.0 times the unit price per square foot.
- F. **REMOVAL, DISPOSAL AND REPLACEMENT OF SOFT ASBESTOS CONTAINING MATERIAL:** (Including sprayed-on fire proofing and sound proofing) Payment shall be made at 1.0 times the unit price per square foot of surface area. Area of irregular surfaces must be calculated and confirmed with DDC representative.
- G. **ACOUSTIC PLASTER REPAIR AND/OR ENCAPSULATION:** Payment shall be made at 0.5 times the unit price per square foot.
- H. **PATCHING OR REPAIR** of items listed in A through F will be paid at 0.33 times the unit price per square foot.
- I. **REMOVAL, DISPOSAL AND REPLACEMENT OF WATERPROOFING ASBESTOS CONTAINING MATERIAL:** (including friable and non-friable waterproofing material from interior and exterior walls, floors, foundations, penetrations, louvers, vents and openings other than windows, doors and skylights) Payment shall be made at 0.5 times the unit price per square foot.
- J. **REMOVAL, DISPOSAL AND REPLACEMENT OF ASBESTOS CONTAINING ELECTRICAL WIRING INSULATION:** (including friable and non-friable wiring insulation) Payment shall be made at 0.33 times the unit price per square foot.
- K. **PAINTING:** Payment shall be made at 0.05 times the unit price per square foot.
- L. **REMOVAL AND DISPOSAL OF ASBESTOS-CONTAINING PLASTER:** from ceilings and walls, including any wire lath and disposal as asbestos containing waste. Payment shall be made at 0.80 times the unit price per square foot.
- M. **REMOVAL AND DISPOSAL OF ASBESTOS-CONTAINING FLOOR TILES, CEILING TILES, TRANSITE PANELS:** (including any adhesive, glue, mastic and/or underlayment) and disposal as asbestos containing waste. Payment shall be made at 0.40 times the unit price per square foot. If multiple



layers are discovered, each additional layer shall be paid at 0.20 times the unit price per square foot.

- N. **ADDITIONAL CLEAN UP/HOUSEKEEPING OF WORK AREA:** (excluding pre-cleaning of work area required by regulations) HEPA vacuuming and wet cleaning of asbestos contaminated surface. Payment shall be made at 0.20 times the unit price per square foot. When GLOVE BAG is employed to remove ACM, cost of HEPA vacuuming and wet cleaning of floor area up to 3 feet on each side of glove-bag shall be included in unit price and no extra payment will be made.
- O. **REMOVAL, DISPOSAL OF ASBESTOS-CONTAINING ROOFING MATERIAL:** including mastic, flashing and sealant compound and provide temporary asbestos-free roof covering consisting of one layer of rolled roofing paper sealed with asphaltic roofing compound. Payment shall be made at 0.8 times the unit price per square foot. Credit at a rate of 0.33 times the unit price will be taken for each square foot of temporary roof covering which the asbestos abatement contractor is directed not to install.
- P. **PICK-UP AND DISPOSAL OF GROSS DEBRIS:** (excluding any waste generated from abatement under Item A-R) at a rate of \$150 per cubic yard for asbestos contaminated waste and \$75 per cubic yard for non-asbestos contaminated waste. This cost includes all labor and material cost associated with work.
- Q. **REMOVAL OF ASBESTOS-CONTAINING BRICK, BLOCK, MORTAR, CEMENT OR CONCRETE:** along with all surfacing materials including wire lath and/or other supporting structures and disposal as ACM waste. Payment shall be made at a rate of \$25.00 per cubic foot of material removed.
- R. **REMOVAL AND DISPOSAL OF ASBESTOS CONTAINING WINDOW/DOOR CAULKING:** including friable and non-friable caulking, weather-stripping, glazing, sealants or other waterproofing materials applied to windows, doors, skylights, etc. Payment shall be made at the rate of \$400.00 per opening regardless of size or configuration. This cost includes labor, consumable materials, set-up/breakdown, removal and disposal, as required.

**Note 1: CREDIT:** For items listed in A through F, a credit at a rate of 0.33 times the unit price, times the respective multiplier (for each item) will be taken for each square foot of insulation which the asbestos abatement contractor is not directed to reapply.

**Note 2: MINIMUM PAYMENT:** The minimum payment per call at any individual job sites or various job sites during the same day will be eight hundred dollars (\$800.00).

**Note 3:** All payments shall be made as described in paragraph 1.09 herein.

**Note 4: WORKING HIGHER THAN 12 FEET ABOVE FLOOR LEVEL OR WORK REQUIRING COMPLEX SCAFFOLDING OR CONSTRUCTION WORK**





PLATFORMS: Provisions are made in this Contract to compensate the asbestos abatement contractor for work performed in locations that are difficult to access due to work at elevations that are significantly higher than the normal work level. The unit price for these items will be paid at 1.20 times the unit price described in Paragraphs 1.09, A through R for those portions of the work that are more than twelve (12) feet above the grade for that would be judged as the normal working level.

#### **1.10 GUARANTEE**

- A. Work performed in compliance with each task shall be guaranteed for a period of one year from the date the completed work is accepted by the Department of Design and Construction.
- B. The Commissioner of The Department of Design and Construction will notify the asbestos abatement contractor in writing regarding defects in work under the guarantee.

#### **1.11 OCCUPANCY OF SITE NOT EXCLUSIVE**

Attention is specifically drawn to the fact that contractors, performing the work of other Contracts, may be brought upon any of the work sites of this Contract. Therefore, the asbestos abatement contractor shall not have exclusive rights to any site of his work and shall fully cooperate and coordinate his work with the work of other contractors who may be brought upon any site of the work of this Contract. This paragraph applies to those areas outside the regulated Work Area as defined by Title 15, Chapter I of RCNY.

#### **1.12 SUBMITTALS**

- A. Pre-Construction Submittals:
  - 1. Attend a pre-construction meeting scheduled by the City of New York Department of Design and Construction. This meeting shall also be attended by a designated representative of the City of New York third party air monitoring firm, facility manager and the Construction Project Manager. At this meeting, the asbestos abatement contractor shall present three copies of the following items:
    - a. asbestos abatement contractor's scope of work, work plan and schedule.
    - b. Asbestos project notifications, approved variances and plans to Government Agencies.
    - c. Copies of Permits, clearance and licenses if required.
    - d. Schedules: the asbestos abatement contractor shall provide to the Construction Project Manager a copy of the following schedules for



approval. Once approved, schedules shall be maintained and updated as received. asbestos abatement contractor shall post a copy of all schedules at the site:

- (1) A construction schedule stating critical dates of the project including, but not limited to, mobilization, Work Area preparation, demolition, gross removal, fine cleaning, encapsulation, inspections, clearance monitoring, and phase of refinishing and final inspections. The schedule shall be updated biweekly, at a minimum.
  - (2) A schedule of staffing stating number of workers per shift per activity, name and number of supervisor(s) per shift, shifts per day, and total days to be worked.
  - (3) Submit all changes in schedule or staffing to the Construction Project Manager prior to implementation.
- e. Written description of emergency procedures to be followed in case of injury or fire. This section must include evacuation procedures, source of medical assistance (name and telephone number to nearest hospital) and procedures to be used for access by medical personnel (examples: first aid squad and physician). NOTE: Necessary Emergency Procedures Shall Take Priority Over All Other Requirements of These Specifications.
- f. Safety Data Sheets (SDS) for encapsulants, sealants, firestopping foam, cleaners/disinfectants, spray adhesive and any and all potentially hazardous materials that may be employed on the project. No work involving the aforementioned will be allowed to proceed until SDS are reviewed.
- g. Worker Training and Medical Surveillance: The asbestos abatement contractor shall submit a list of the persons who will be employed by him /her to perform the removal work. Present evidence that workers have received proper training required by the regulations and the medical examinations required by OSHA 29 CFR 1926.1101.
- h. Logs: Specimen copies of daily progress log, visitor's log, and disposal log.
- (1) The asbestos abatement contractor shall provide a permanently bound log book of minimum 8-1/2" x 11" size at the entrance to the Worker and Waste Decontamination enclosure system as hereinafter specified. Log book shall



contain on title page the project name, name, address and phone number of the asbestos abatement contractor; name, address and phone number of asbestos abatement contractor and City's third party air monitoring firm; emergency numbers including, but not limited to local Fire/Rescue Department. Log book shall contain a list of personnel approved for entry into the Work Area.

- (2) All entries into the log shall be made in non-washable, permanent ink and such pen shall be strung to or otherwise attached to the log to prevent removal from the log-in area. Under no circumstances shall pencil entries be permitted. Any significant events occurring during the abatement project shall be entered into the log. Upon completion of the job, the asbestos abatement contractor shall submit the logbook containing a day-to-day record of personnel log entries countersigned by the Construction Project Manager every day.

- i. **Worker's Acknowledgments:** Submit statements signed by each employee that the employee has received training in the proper handling of ACM, understands the health implications and risks involved; and understands the use and limitations of the respiratory equipment to be used.

**B. During Construction Submittals:**

1. Security and safety logs showing names of person entering workspace, date and time of entry and exit, record of any accident, emergency evacuation, and any other safety and/or health incident.
2. Progress logs showing the number of workers, supervisors, hours of work and tasks completed shall be submitted daily to the Construction Project Manager.
3. Floor plans indicating asbestos abatement contractor's current work progress shall be submitted for review by the Construction Project Manager.
4. All asbestos abatement contractors' air monitoring and inspection results.

**C. Project Closeout Submittals:**

Upon completion of the project and as a condition of acceptance, the asbestos abatement contractor shall present two copies of the following items, bound and indexed:



1. Lien Waivers from asbestos abatement contractor, sub-asbestos abatement contractors and Suppliers,
2. Daily OSHA air monitoring results,
3. All Waste Manifests (Asbestos and Construction Debris), seals and disposal logs,
4. Field Sign-In/Sign-Out Logs for every shift,
5. Copies of all Building Department Forms and Permits,
6. A Letter of Compliance stating that all the work on this project was performed in accordance with the Specifications and all applicable Federal, State and Local regulations,
7. All Warranties as stated in the Specifications,
  - a. Fully executed disposal certificates and transportation manifest.
8. Project Record: The asbestos abatement contractor shall maintain a project record for all small and large asbestos projects. During the project, the project record shall be kept on site at all times. Upon completion of the project, the project record shall be maintained by the building owner. The project record shall be submitted to DDC as part of the close out documents. The project record shall consist of:
  - a. Copies of licenses of all asbestos abatement contractors involved in the project;
  - b. Copies of NYCDEP and NYSDOL supervisor and handler certificates for all workers engaged in the project;
  - c. Copies of all project notifications and reports filed with NYCDEP, NYSDOL and USEPA for the project, with any amendments or variances;
  - d. Copies of all asbestos abatement permits, including associated approved plans and work place safety plan;
  - e. A copy of the air sampling log and all air sampling results;
  - f. A copy of the abatement asbestos abatement contractor's daily log book;



- g. Copies of all asbestos waste manifests;
- h. A copy of all Project Monitor's Reports (ACP-15).
- i. A copy of each ATR-1 Form completed for the asbestos project (if required).
- j. A copy of each Asbestos Project Conditional Closeout Report (ACP-20) if required.
- k. A copy of the Asbestos Project Completion Form (ACP-21).

### **1.13 PROTECTION OF FURNITURE AND EQUIPMENT**

Cover all furniture and equipment that cannot be removed from Work Areas. Movable furniture and equipment will be removed from Work Areas by the asbestos abatement contractor prior to start of work. At the conclusion of the work (after final air testing), the asbestos abatement contractor will remove all plastic covering on walls, floors, furniture, equipment and reinstall furniture and equipment. He shall remove and store all sheaths, curtains and drapes, and reinstall same following final clean up.

### **1.14 UTILITIES**

#### **A. General:**

All temporary facilities shall be subject to the approval of the Commissioner. Prior to starting work at any site, locations and/or sketches (if required) of temporary facilities must be submitted to the Construction Project Manager for the required approval.

#### **B. Water:**

The Department of Design and Construction will furnish all water needed for construction, at no cost to the asbestos abatement contractor in buildings under their jurisdiction. However, it is the responsibility of the asbestos abatement contractor to ensure that hot water is provided for showering in the decontamination unit. The asbestos abatement contractor shall furnish, install and maintain any needed equipment to meet these requirements at his own expense.

#### **C. Electricity:**

The Department of Design and Construction will furnish all electricity needed for construction, at no cost to the asbestos abatement contractor in a building, under their jurisdiction. The asbestos abatement contractor is responsible for routing the electric power to the abatement Work Area.



All temporary lighting and temporary electrical service for Work Area shall be in weatherproof enclosures and be ground fault protected.

- D. In leased spaces, arrangements for water supplies and electricity must be made with the landlord. However, all such arrangements must be made through and are subject to approval of the Department of Design and Construction. Utilities will be provided at no cost to the asbestos abatement contractor. However, it is the asbestos abatement contractor's (or the general contractor's) responsibility to furnish and install a suitable distribution system to the Work Area. This system will be provided at no cost to the City.

### **1.15 FEES**

The asbestos abatement contractor shall be responsible for any and all fees or charges imposed by Local, State or Federal Law, Rule and Regulation applicable to the work specified herein, including fees or charges which may be imposed subsequent to the date of the Bid opening.

**END OF SECTION**



## **ASBESTOS ABATEMENT**

### **PART 1 – GENERAL**

#### **1.01 DESCRIPTION**

- A. The Contract Documents are as defined in the “Agreement”. The General Conditions shall apply to all Work of this Section.
- B. Work specified herein shall be the removal and disposal of Asbestos-Containing Materials (ACM) and asbestos-contaminated materials from designated areas of the Bronx County Courthouse 851 Grand Concourse, Bronx, NY 10451.
- C. The following documents were reviewed and utilized to generate this abatement design specification which serves to locate and quantify the amount of ACM, and asbestos contaminated material, to be abated in support of this project.
  - 1. Set of 100% Construction Document (CD) Submission Drawings labeled “Exterior Rehabilitation – Bronx County Courthouse” dated 01/27/23, prepared by CTA Architects P.C.
  - 2. Asbestos Survey Report performed by LiRo titled “Bronx County Courthouse Exterior Rehabilitation” dated 03/13/23.
- D. The phasing and scheduling of work for this project shall be coordinated with and approved by the Construction Project Manager and Facility Manager. The Construction Project Manager and Facility Manager will make the final determination on all issues under this Contract covered by this Specification.

#### **1.02 SCOPE OF WORK**

- A. The asbestos abatement contractor is to provide all labor, materials, equipment, services, testing, appurtenances, permits and agreements necessary to perform the work required for the abatement of ACM as required by these contract documents. All work shall be performed in accordance with this Specification, EPA regulations, OSHA regulations, New York City Local Law 70, Title 15, Chapter 1 RCNY, New York State Industrial Code 56, NIOSH recommendations, and any other applicable federal, state or local government regulations. Whenever there is a conflict or overlap of the above references, the most stringent provisions are applicable.
- B. The intent of this Specification section is to ensure that the asbestos abatement contractor is responsible for the following:
  - 1. Abatement of all ACM.



2. Cleaning and decontamination of the entire affected area.
  3. Demolition that may be required to access ACM in each area, Asbestos abatement contractor shall dispose of all debris associated with demolition activities as ACM waste.
  4. Removal and disposal of all ACM found within these areas such as roof membrane/top layer (black), screed/bottom layer (white), parapet wall paint/tar (black), joint flashing/tar (black), roof flashing/tar (black), roof drain flashing/tar (black), pitch pockets sealant/tar (black), ahu/act and condenser's dunnage flashing/tar (black), exhaust penetration flashing/tar (black), duct support's dunnage flashing/tar (black), coping stone caulk (gray), coping stone caulk (gray), roof membrane/top layer new-replacement layer (black), roof membrane/third layer (black), screed/fourth bottom layer (gray), textured ceiling plaster (white coat), textured ceiling plaster (brown coat), etc.
  5. Provide all scaffolding, platform installation, equipment, tools, transportation and any other equipment required and/or necessary to complete all work described in the Contract Documents.
  6. The asbestos abatement contractor shall be responsible for and shall include any and all fees or changes imposed by Local, State or Federal Law, Rule or Regulation applicable to the work specified herein, including fees or charges which may be imposed subsequent to the work.
  7. Prior to destructive demolition activities, the DDC may elect to collect bulk samples of assumed asbestos-containing materials and analyze the bulk samples for asbestos content.
- C. The asbestos abatement contractor shall perform the following work as described below and indicated on the drawings. The drawings are only a diagrammatic representation of the Work Areas and do not constitute the actual quantities of material. Asbestos abatement contractor is responsible for the confirmation of the actual total quantities of the Work.

**1. Drawing H002.00: 9<sup>th</sup> Floor Roof Bulkheads Plan**

- a. Remove and dispose of asbestos- of roof membrane/top layer (black) and contaminated screed/bottom layer (white)\* within **Work Area 1**. Asbestos containing of roof membrane/top layer (black) and contaminated screed/bottom layer (white)\* shall be removed utilizing NYCDEP Title 15, Chapter 1, § 107 Foam Procedure for Roof Removal Procedure.





- b. Remove and dispose of asbestos-containing parapet wall paint/tar (black) joint flashing/tar (black) within **Work Area 2**. Asbestos-containing parapet wall paint/tar (black) joint flashing/tar (black) shall be removed utilizing NYCDEP Title 15, Chapter 1, § 107 Foam Procedure for Roof Removal Procedure

Work Area	Removal Procedure	Approximate Square Feet (Sq. Ft.)	Approximate Linear Feet (Ln. Ft.)
1	NYCDEP Title 15, Chapter 1, § 107 Foam Procedure for Roof Removal.	600 Sq. Ft. of Roof Membrane/Top Layer (Black) and Contaminated Screed/Bottom Layer (White)*	—
2		125 Sq. Ft. of Parapet Wall Paint/Tar (Black)	—
		—	10 Ln. Ft. of Joint Flashing/Tar (Black)

Note: \* This material must be treated as contaminated due to its association with ACM

**2. Drawing H003.00: 9<sup>th</sup> Floor Roof Plan**

- c. Remove and dispose of asbestos-containing roof membrane/top layer (black) and contaminated screed/bottom layer (white)\*, roof flashing/tar (black), roof drain flashing/tar (black), pitch pockets sealant/tar (black), parapet wall paint/tar (black), AHU/ACT and condenser’s dunnage flashing/tar (black), exhaust penetration flashing/tar (black) and duct support’s dunnage flashing/tar (black) within **Work Area 3**. Asbestos containing roof membrane/top layer (black) and contaminated screed/bottom layer (white)\*, roof flashing/tar (black), roof drain flashing/tar (black), pitch pockets sealant/tar (black), parapet wall paint/tar (black), AHU/ACT and condenser’s dunnage flashing/tar (black), exhaust penetration flashing/tar (black) and duct support’s dunnage flashing/tar (black) shall be removed utilizing NYCDEP Title 15, Chapter 1, § 107 Foam Procedure for Roof Removal.



Work Area	Removal Procedure	Approximate Square Feet (Sq. Ft.)	Approximate Linear Feet (Ln. Ft.)
3	NYCDEP Title 15, Chapter 1, § 107 Foam Procedure for Roof Removal.	15,000 Sq. Ft. of Roof Membrane/Top Layer (Black) and Contaminated Screed/Bottom Layer (White)*	—
		1,500 Sq. Ft. of Roof Flashing/Tar (Black)	—
		64 Sq. Ft. of Roof Drain Flashing/Tar (Black)	—
		36 Sq. Ft. of Pitch Pockets Sealant/Tar (Black)	—
		7,000 Sq. Ft. of Parapet Wall Paint/Tar (Black)	—
		300 Sq. Ft. of AHU/ACT and Condenser's Dunnage Flashing/Tar (Black)	—
		100 Sq. Ft. of Exhaust Penetration Flashing/Tar (Black)	—
		100 Sq. Ft. of Duct Support's Dunnage Flashing/Tar (Black)	—

Note: \* This material must be treated as contaminated due to its association with ACM.

### 3. Drawing H004.00: 8<sup>th</sup> Floor Roof Bulkheads Plan

- d. Remove and dispose of asbestos-containing roof flashing/tar (black), roof drain flashing/tar (black), pitch pockets sealant/tar (black) and coping stone caulk (gray) within **Work Area 4**. Asbestos containing roof flashing/tar (black), roof drain flashing/tar (black), pitch pockets sealant/tar (black) and coping stone caulk (gray) shall be removed utilizing NYCDEP Title 15, Chapter 1, § 107 Foam Procedure for Roof Removal.
- e. Remove and dispose of asbestos-containing coping stone caulk (gray) within **Work Area 5**. Asbestos coping stone caulk (gray) shall be removed utilizing NYCDEP Title 15, Chapter 1, § 107 Foam Procedure for Roof Removal.



Work Area	Removal Procedure	Approximate Square Feet (Sq. Ft.)	Approximate Linear Feet (Ln. Ft.)
4	NYCDEP Title 15, Chapter 1, § 107 Foam Procedure for Roof Removal.	450 Sq. Ft. of Roof Flashing/Tar (Black)	—
		40 Sq. Ft. of Roof Drain Flashing/Tar (Black)	—
		10 Sq. Ft. of Pitch Pockets Sealant/Tar (Black)	—
		50 Sq. Ft. of Coping Stone Caulk (Gray)	—
5		50 Sq. Ft. of Coping Stone Caulk (Gray)	—

**4. Drawing H005.00: 8<sup>th</sup> Floor Roof Plan**

- f. Remove and dispose of asbestos-containing roof membrane/top layer (black) and associated roof membrane/third layer (black) and contaminated roof membrane/top layer/new-replacement layer (black)\*, screed/second layer (white)\* and screed/fourth bottom layer (gray)\*, roof drain flashing/tar (black) and coping stone caulk (gray) within **Work Area 6**. Asbestos containing roof membrane/top layer (black) and associated roof membrane/third layer (black) and contaminated roof membrane/top layer/new-replacement layer (black)\*, screed/second layer (white)\* and screed/fourth bottom layer (gray)\*, roof drain flashing/tar (black) and coping stone caulk (gray) shall be removed utilizing NYCDEP Title 15, Chapter 1, § 107 Foam Procedure for Roof Removal.

Work Area	Removal Procedure	Approximate Square Feet (Sq. Ft.)	Approximate Linear Feet (Ln. Ft.)
6	NYCDEP Title 15, Chapter 1, § 107 Foam Procedure for Roof Removal.	28,400 Sq. Ft. of Roof Membrane/Top Layer (Black) and Associated Roof Membrane/Third Layer (Black) and Contaminated Roof Membrane/Top Layer/New-Replacement Layer (Black)*, Screed/Second Layer (White)* and Screed/Fourth Bottom Layer (Gray)*	—
		60 Sq. Ft. of Roof Drain Flashing/Tar (Black)	—
		250 Sq. Ft. of Coping Stone Caulk (Gray)	—

Note: \* This material must be treated as contaminated due to its association with ACM.



**5. Drawing H006.00: 8<sup>st</sup> Floor Plan**

- g. Remove and dispose of asbestos-containing textured ceiling plaster (white and brown coats) within **Work Area 7** Asbestos containing textured ceiling plaster (white and brown coats) shall be removed utilizing NYCDEP Title 15, Chapter 1, Full Containment Procedures.

Work Area	Removal Procedure	Approximate Square Feet (Sq. Ft.)	Approximate Linear Feet (Ln. Ft.)
7	NYCDEP Title 15, Chapter 1, Full Containment Procedures	5,560 Sq. Ft of Textured Ceiling Plaster (White and Brown Coats)	–

**6. Drawing H007.00: 1<sup>st</sup> Floor Mezzanine and Clerestory Roof Plan**

- h. Remove and dispose of asbestos-containing roof membrane/top layer (black) and associated roof membrane/second layer (black) and contaminated roof membrane/third layer (black)\* and screed/fourth (bottom) layer (white)\*, roof flashing/tar (black) and roof drain flashing/tar (black) within **Work Area 8**. Asbestos containing roof membrane/top layer (black) and associated roof membrane/second layer (black) and contaminated roof membrane/third layer (black)\* and screed/fourth (bottom) layer (white)\*, roof flashing/tar (black) and roof drain flashing/tar (black) shall be removed utilizing NYCDEP Title 15, Chapter 1, § 107 Foam Procedure for Roof Removal.

Work Area	Removal Procedure	Approximate Square Feet (Sq. Ft.)	Approximate Linear Feet (Ln. Ft.)
8	NYCDEP Title 15, Chapter 1, § 107 Foam Procedure for Roof Removal.	2,000 Sq. Ft. of Roof Membrane/Top Layer (Black) and Associated Roof Membrane/Second Layer (Black) and Contaminated Roof Membrane/Third Layer (Black)* and Screed/Fourth (Bottom) Layer (White)*	–
		600 Sq. Ft. of Roof Flashing/Tar (Black)	–
		10 Sq. Ft. of Roof Drain Flashing/Tar (Black)	–

Note: \* This material must be treated as contaminated due to its association with ACM.



- D. The facility is under the jurisdiction of the New York City Department of Citywide Administrative Services (DCAS). The asbestos abatement contractor shall perform the work of this contract in a manner that will be least disruptive to the normal use of the building.
- E. Asbestos abatement contractor's attention is directed to the fact that patents cover certain methods of asbestos abatement indicated in the specifications. To date, patents have been issued with regard to negative pressure enclosures or negative or reduced pressure and glove-bag.
- F. Asbestos abatement contractor shall be solely responsible for and shall hold the City of New York Department of Design and Construction and the City harmless from, any and all damages, losses and expenses resulting from any infringement by Asbestos abatement contractor of any patent, including but not limited to the patents described above, used by Asbestos abatement contractor during performance of this agreement.
- G. Prior to starting, the asbestos abatement contractor must notify the Commissioner of the City of New York Department of Design and Construction if he anticipates any difficulty in performing the work as directed and required by these Specifications. Asbestos abatement contractor shall be required to attend an on-site job meeting with the Construction Project Manager prior to start of work to examine conditions of the site for removal and plan the sequence for removal operations.
- H. The asbestos abatement contractor shall retain a certified Project Designer for the preparation of an Asbestos Variance Application (ACP-9), if required.
- I. The asbestos abatement contractor shall be responsible for preparing and submitting all filings, notifications, amendments and variances, etc. required by all City, State and Federal regulatory agencies having jurisdiction, at no additional cost to the NYC DDC.
- J. The general contractor shall retain a Registered Design Professional (person licensed and registered to practice the professions of architecture or engineering under the Education Law of the State of New York) to prepare a Work Place Safety Plan (WPSP), if required.
- K. The general contractor shall retain a Registered Design Professional (person licensed and registered to practice the professions of architecture or engineering under the Education Law of the State of New York) to perform final inspections required pursuant to Title 28 of the Administrative Code, including but not limited to special inspections required under Chapter 17 of the Building Code. Such special inspections and A-TR1 forms shall be completed by the Registered Design professional.



- L. For coordination with other Asbestos abatement contractors, see the General Conditions governing all Contracts.
  
- M. Related Asbestos Removal Work Under Other Contracts:
  - 1. Each asbestos abatement contractor shall be responsible for the removal of incidental asbestos not identified in this section and found prior to or during the Work.
  - 2. Incidental asbestos is defined as ACM that is discovered during the course of their work that must be abated to enable them to perform the work of their Contract.
  
- N. Work Hours:
  - 1. The asbestos abatement contractor shall establish his work schedule in a way that avoids interference or conflict with the normal functioning of the facility. Work in the evenings shall be done at no additional cost to the City.
  - 2. All work shall be done during regular working hours unless the Asbestos abatement contractor requests authorization to work other than regular working hours and such authorization is granted by the Commissioner (Regular working hours are those during which any given facility in which work is to be done is customarily open and functioning). If such work schedule is authorized by the Commissioner the work shall be done at no additional cost to the City.
  - 3. The order of phases and start dates associated with each will be determined by the Construction Project Manager.
  - 4. Asbestos abatement contractor shall be required to schedule waste transfer during evening hours, when activity within the facility is at a minimum. Evening hours are defined as 6:00 p.m. to 6:00 a.m. Waste transfer must be approved by the Construction Project Manager and Facility Manager.
  
- O. The following conditions shall apply to all temporary shutdowns of existing services:
  - 1. All temporary lighting and temporary electrical services for use in the Work Area shall be in weather proof enclosures and be ground fault protected and:
    - a. Shall be performed at no additional charge to the City.
  - 2. Shall be performed at times not interfering with the other activities in the building.



3. Shall be performed only with written consent from the Commissioner and the Facility Manager.
  4. Shall be made through written request to the Commissioner at least 10 days in advance with complete written description of the work to be performed.
- P. Stages of Asbestos Removal Work:
1. The asbestos abatement contractor will be required to perform the work and it is the intent of this Specification to remove all asbestos containing and asbestos contaminated materials from the Work Area. The asbestos abatement contractor is responsible for verifying all quantities of materials listed.
- Q. Certain equipment in the Work Area may need to remain operational during removal. Therefore, the removal of ACM from this equipment shall be performed as the last removal activities within the Work Area. The Asbestos abatement contractor shall coordinate the scheduling for the removal of ACM on functioning equipment with the Construction Project Manager.

### **1.03 QUALIFICATIONS OF ASBESTOS ABATEMENT CONTRACTOR**

- A. Requirements: The asbestos abatement contractor must be approved through the Department's Request for Subcontractor Approval, administered by the Agency Chief Contracting Office (ACCO), Vendor Integrity Unit. The asbestos abatement contractor must demonstrate compliance with the special experience requirements set forth in subparagraphs (1) through (6) below. Such documentation shall include without limitation, all required licenses, certificates, and documentation.
1. The asbestos abatement contractor must, whether an individual, corporation, partnership, joint venture or other legal entity, demonstrate for the three year period prior to the work that it has been licensed by the New York State Department of Labor (NYSDOL), as an "Asbestos Abatement Contractor". The asbestos abatement contractor shall submit copies of the asbestos abatement contractors NYSDOL License for the past three years
  2. The asbestos abatement contractor must, for the three-year period prior to the work, have been in the business of providing asbestos abatement services as a routine part of its daily operations.
  3. The asbestos abatement contractor proposing to do asbestos abatement work must be thoroughly experienced in such work and must submit a list of five (5) asbestos abatement projects of similar size and complexity. The aggregate cost of these projects must be at least \$1,000,000 in each of the three years.



4. For each project submitted to meet the experience requirements set forth above, the asbestos abatement contractor must submit the following information for the project; name and location of the project; name title and telephone number and email address of the owner or the owner's representative who is familiar with the asbestos abatement contractor's work; brief description of the scope of work completed as a prime or sub-asbestos abatement contractor; amount of contract or subcontract and the date of completion.
  5. The asbestos abatement contractor must demonstrate that it has the financial resources, certified supervisory personnel and equipment necessary to carry out the work and to comply with the required performance schedule, taking into consideration other business commitments. The asbestos abatement contractor must submit such documentation as may be required by the Department of Design and Construction to demonstrate that it has the requisite capacity to perform the required services of this contract. The Department may also conduct an inspection of the asbestos abatement contractor's facility to verify if the contractor has equipment and staffing to perform the work.
  6. The asbestos abatement contractor must submit a copy of their Corporate Health and Safety Plan for review and acceptance. A Job Hazard Analysis (JHA) for the specific work conducted must be included.
- B. Throughout the specifications, reference is made to codes and standards which establish qualities and types of workmanship and materials, and which establish methods for testing and reporting on the pertinent characteristics thereof. Provide materials or workmanship that meet or exceed the specifically named codes or standards where required by these specifications.
- C. Site Investigation: Asbestos abatement contractor shall inspect all the specifications and related drawings, and will investigate and confirm the site conditions affecting the work, including, but not limited to (1) through (5) below. The asbestos abatement contractor will attend a walkthrough site inspection with the department's Project Manager and the Third-Party Air Monitor prior to the work. Such walkthrough will be scheduled at the Department's convenience.
1. Physical considerations and conditions of both the material and structure. These considerations include any obstacles or obstructions encountered in accessing or removing the material.
  2. Handling, storage, transportation and disposal of the material.
  3. Availability of qualified and skilled labor.
  4. Availability of utilities.





5. Exact quantities of all materials to be disturbed and/or removed.

#### **1.04 WORK BY OTHERS**

The City reserves the right during the term of this Contract to have work performed on asbestos abatement projects by other asbestos abatement contractors as the situation warrants.

#### **1.05 DEFINITIONS**

- A. General Explanation: Certain terms used in this Specification Section are defined below. Definitions and explanations of this Specification Section are not necessarily complete or exclusive, but are general for the Work to the extent they are not stated more explicitly in another element of the Contract Documents.
- B. Definitions in General Use:
  1. Approve: Where used in conjunction with Engineer's response to submittals, requests, applications, inquiries, reports and claims by Asbestos abatement contractor, the meaning of term "approved" will be held to limitations of Engineer's responsibilities and duties as specified in Contract Documents. In no case will "approval" by Engineer be interpreted as a release of Asbestos abatement contractor from responsibilities to fulfill requirements of Contract Documents.
  2. Directed, Requested, etc.: Where not otherwise explained, terms such as "directed," "requested," "authorized," "selected," "approved," "required," "accepted," and "permitted" mean "directed by Engineer," "requested by Engineer," and similar phrases. However, no such implied meaning will be interpreted to extend Engineer's responsibility into Asbestos abatement contractor's responsibility for construction supervision.
  3. Furnish: Except as otherwise defined in greater detail, term "furnish" is used to mean supply and deliver to project site, ready for unloading, unpacking, assembly, installation, etc., as applicable in each instance.
  4. Indicated: The term "indicated" is a cross-reference to graphic representations, notes or schedules on Drawings, to other paragraphs or schedules in the Specifications, and to similar means of recording requirements in Contract Documents. Where terms such as "shown," "noted," "scheduled," and "specified" are used in lieu of "indicated," it is for purpose of helping reader locate cross-reference, and no limitation of location is intended except as specifically noted.



5. **Install:** Except as otherwise defined in greater detail, term "install" is used to describe operations at Project site including unloading, unpacking, assembly, erection, placing, anchoring, applying, working to dimension, finishing, curing, protecting, cleaning and similar operations, as applicable in each instance.
6. **Installer:** The term "installer" is defined as the entity (person or firm) engaged by the asbestos abatement contractor, or its sub-asbestos abatement contractor for performance of a particular unit of work at Project site, including installation, erection, application and similar required operations. It is a general requirement that such entities (installers) be expert in operations they are engaged to perform.
7. **Provide:** Except as otherwise defined in greater detail, term "provide" means furnish and install, complete and ready for intended use, as applicable in each instance.
8. **Third-Party Air Monitor:** The term "Third-Party Air Monitor" is defined as an entity engaged by City and Construction Project Manager to perform specific inspections or tests of the work, either at Project site or elsewhere; and to report and (if required) interpret results of those inspections or tests.

**C. Definitions Relative to Asbestos Abatement:**

1. **Abatement:** Any and all procedures physically taken to control fiber release from asbestos-containing materials. This includes removal, encapsulation, enclosure, cleanup and repair.
2. **Adequately Wet:** The complete penetration of a material with amended water to prevent the release of particulates. If visible emissions are observed coming from asbestos-containing material, then the material has not been adequately wetted. However, the absence of visible emissions is not evidence of being adequately wet. ACM must be fully penetrated with the wetting agent in order to be considered adequately wet. If the ACM being abated is resistant to amended water penetration, wetting agent shall be applied to the material prior to and during removal as necessary to minimize fiber release.
3. **Aggressive Sampling:** Method of sampling in which the individual collecting the air sample creates activity by the use of mechanical equipment during the sampling period to stir up settled dust and simulate activity in that area of the building.
4. **AHERA:** Asbestos Hazard Emergency Response Act of 1986
5. **AIHA:** American Industrial Hygiene Association.



6. Airlock: System for permitting entrance and exit while restricting air movement between a contaminated area and an uncontaminated area. It consists of two curtained doorways separated by a distance of at least three feet such that one passes through one doorway into the airlock, allowing the doorway sheeting to overlap and close off the opening before proceeding through the second doorway, thereby preventing flow-through contamination.
7. Air Sampling: Process of measuring the fiber content of a known volume of air collected during a specific period. The procedure utilized for asbestos follows the NIOSH Standard Analytical Method 7400, or the provisional transmission electron microscopy methods developed by the US EPA which is utilized for lower detection levels and specific fiber identification.
8. Ambient Air Monitoring: “Ambient air monitoring” shall mean measurement or determination of airborne asbestos fiber concentrations outside but in the general vicinity of the worksite.
9. Amended Water: Water to which a surfactant has been added.
10. ANSI: American National Standards Institute
11. Area Air Sampling: Any form of air sampling or monitoring where the sampling device is placed at some stationary location.
12. Asbestos: Any hydrated mineral silicate separable into commercially usable fibers, including but not limited to chrysotile (serpentine), amosite (cumingtonite-grunerite), crocidolite (riebeckite), tremolite, anthophyllite and actinolite.
13. Asbestos-Containing Material (ACM): Asbestos or any material containing more than one-percent asbestos.
14. Asbestos-Containing Waste Material: ACM, asbestos-contaminated objects or debris associated with asbestos abatement requiring disposal.
15. Asbestos-Contaminated Objects: Any objects which have been contaminated by asbestos or asbestos-containing material.
16. Asbestos Assessment Report: “Asbestos Assessment Report” shall mean the “Form ACP-5” form, as approved by NYCDEP, by which a NYCDEP-certified asbestos investigator certifies that a building or structure (or portion thereof) is free of ACM or the amount of ACM to be abated constitutes a minor project.



17. Asbestos Handler: Individual who disturbs, removes, repairs, or encloses asbestos material. This individual shall have completed approved training course(s) and be in possession of certification issued by NYCDEP and NYSDOL.
18. Asbestos Handler Supervisor: Individual who supervises the handlers during an asbestos project and ensures that proper asbestos abatement procedures as well as individual safety procedures are being adhered to. This individual shall have completed approved training course(s) and be in possession of certification issued by NYCDEP and NYSDOL.
19. Asbestos Investigator: An individual certified by NYCDEP as having successfully demonstrated his or her ability to identify the presence of and evaluate the condition of asbestos in a building or structure.
20. Asbestos Project: Any form of work performed in a building or structure which will disturb (e.g., remove, enclose, encapsulate) asbestos-containing material.
21. ASTM: American Society for Testing and Materials.
22. Asbestos Project Notification: The “Form ACP-7” asbestos project notification form as approved by DEP.
23. Authorized Visitor: Authorized visitor shall mean the building owner and his/her representative, and any representative of a regulatory or other agency having jurisdiction over the project.
24. Building Owner: Person in whom legal title to the premises is vested unless the premises are held in land trust, in which instance Building Owner means the person in whom beneficial title is vested.
25. Building Materials: Any and all manmade materials, including but not limited to interior and exterior finishes, equipment, bricks, mortar, concrete, plaster, roofing, flooring, caulking, sealants, tiles, insulation, and outdoor paving such as sidewalks, paving tiles and asphalt.
26. Certified Industrial Hygienist (CIH): Individual with a minimum of five years experience as an industrial hygienist and who has successfully completed both levels of the examination administered by the American Board of Industrial Hygiene and who is currently certified by that board.
27. Certified Safety Professional (CSP): Individual having a bachelor's degree from an accredited college or university and a minimum of four years



experience as a safety professional and who has successfully completed both levels of the examination administered by the Board of Certified Safety Professionals and who is currently certified by that board.

28. Chain of Custody: “Chain of Custody” shall mean the form or set of forms that document the collection and transfer of a sample.
29. City: City of New York
30. Clean Room: An uncontaminated area or room that is part of worker decontamination enclosure system with provisions for storage of workers' street clothes and protective equipment.
31. Clearance Air Monitoring: Employment of aggressive sampling techniques with a volume of air collected to determine the airborne concentration of residual fibers and shall be performed as the final abatement activity.
32. Commissioner: shall mean the head of the Agency that has entered into this contract or his/her duly authorized representative.
33. Competent Person: Shall mean the designated person as defined by OSHA in 29 CFR1926.1101.
34. Curtained Doorway: Device that consists of at least three overlapping sheets of fire retardant plastic over an existing or temporarily framed doorway. One sheet shall be secured at the top and left side, the second sheet at the top and right side, and the third sheet at the top and left side. All sheets shall have weights attached to the bottom to ensure that the sheets hang straight and maintain a seal over the doorway when not in use.
35. Decontamination Enclosure System: Series of connected rooms, separated from the Work Area and from each other by air locks, for the decontamination of workers, materials, waste containers, and equipment.
36. Demolition: The dismantling or razing of a building, including all operations incidental thereto (except for asbestos abatement activities), for which a demolition permit from the New York City Department of Buildings is required.
37. Department: shall mean the New York City Department of Design and Construction (DDC).
38. NYCDEP or DEP: The New York City Department of Environmental Protection.



39. Disturb: Any action taken which may alter, change, or stir, such as but not limited to the removal, encapsulation, enclosure or repair of asbestos-containing material.
40. DOB: The New York City Department of Buildings.
41. Egress: A continuous and unobstructed path of vertical and horizontal egress travel from any occupied portion of a building or structure to a public way. A means of egress consists of three separate and distinct parts: the exit access, the exit and the exit discharge.
42. ELAP: Environmental Laboratory Approval Program administered by the New York State Department of Health.
43. Encapsulant (sealant) or Encapsulating Agent: Liquid material which can be applied to ACM and which temporarily controls the possible release of asbestos fibers from the material either by creating a membrane over the surface (bridging encapsulant) or by penetrating into the material and binding its components together (penetrating encapsulant). A thin coat of lockdown encapsulant shall be applied to all surfaces in the work area which were not the subject of removal or abatement, including the cleaned layer of the surface barriers, but excepting sprinklers, standpipes, and other active elements of the fire suppression system.
44. Encapsulation: The coating or spraying of asbestos-containing material encapsulant. A thin coat of lockdown encapsulant shall be applied to all surfaces in the work area which were not the subject of removal or abatement, including the cleaned layer of the surface barriers, but excepting sprinklers, standpipes, and other active elements of the fire suppression system.
45. Enclosure: Construction of airtight walls and/or ceilings between ACM and the facility environment, or around surfaces coated with ACM, or any other appropriate procedure as determined by the NYCDEP which prevents the release of asbestos fibers.
46. EPA or USEPA: United States Environmental Protection Agency.
47. Equipment Room: Contaminated area or room that is part of the worker decontamination enclosure system with provisions for the storage of contaminated clothing and equipment.
48. Exit: That portion of a means of egress system which is separated from other interior spaces of a building or structure by fire-resistance-rated construction



to provide a protected path of egress travel between the exit access and the exit discharge.

49. FDNY: The Fire Department of the City of New York.
50. Fiber: An acicular single crystal or a similarity elongated polycrystalline aggregate which displays some resemblance to organic fibers by having such properties as flexibility, high aspect ratio, silky luster, axial lineation, and others, and which has attained its shape primarily through growth rather than cleavage.
51. Fixed Object: A unit of equipment, furniture, or other item in the work area which cannot be removed from the work area. Fixed objects shall include equipment, furniture, or other items that are attached, in whole or in part, to a floor, ceiling, wall, or other building structure or system or to another fixed object and cannot be reasonably removed from the work area. Fixed objects shall also include pipes and other equipment inside the work area which are not the subject of the asbestos project. Active fire suppression system components shall not be considered fixed objects.
52. Glovebag technique: shall mean a method for removing asbestos-containing material from heating, ventilation and air conditioning (HVAC) ducts, short piping runs, valves, joints, elbows, and other nonplanar surfaces. The glovebag assembly is a manufactured device consisting of a large bag (constructed of at least 6-mil transparent plastic), two inward-projecting long sleeve gloves, one inward-projecting waterwand sleeve, an internal tool pouch, and an attached, labeled receptacle for asbestos waste. The glovebag is constructed and installed in such a manner that it surrounds the object or area to be decontaminated and contains all asbestos fibers released during the removal process.
53. HEPA-Filter: High efficiency particulate air filter capable of trapping and retaining 99.97 percent of particles (asbestos fibers) greater than 0.3 micrometers mass median aerodynamic equivalent diameter.
54. HEPA vacuum equipment: "HEPA vacuum equipment" shall mean vacuuming equipment with a HEPA filter.
55. Holding Area: Chamber in the equipment decontamination enclosure located between the washroom and an uncontaminated area.
56. Homogeneous Work Area: Portion of the Work Area that contains one type of ACM and/or where one type of abatement is used.



57. Industrial Hygiene: Science and art devoted to the recognition, evaluation, and control of those environmental factors or stresses, arising in or from the work place, which may cause sickness, impaired health and well being, or significant discomfort and inefficiency among worker or among the citizens of the community.
58. Industrial Hygienist: Individual having a college or university degree or degrees in Engineering, Chemistry, Physics or Medicine, or related Biological Sciences who, by virtue of special studies and training, has acquired competence in industrial hygiene. Such special studies and training must have been sufficient in all of the above cognate sciences to provide the abilities:
  - a. To recognize the environmental factors and to understand their effect on people and their well being; and
  - b. To evaluate, on the basis of experience and with the aid of quantitative measurement techniques, the magnitude of these stresses in terms of ability to impair people's health and well being; and
  - c. To prescribe methods to eliminate, control, or reduce such stresses when necessary to alleviate their efforts.
59. Isolation Barrier: The construction of partitions, the placement of solid materials, and the plasticizing of apertures to seal off the work place from surrounding areas and to contain asbestos fibers in the work area.
60. Large Asbestos Project: Asbestos project involving the disturbances (e.g., removal, enclosure, encapsulation) of 260 linear feet or more of ACM or 160 square feet or more of ACM.
61. Log: An official record of all activities that occurred during the project. At a minimum, the log shall identify the building owner, agent, asbestos abatement contractor, and workers, and other pertinent information including daily activities, cleanings and waste transfers, names and certificate numbers of asbestos handler supervisors and asbestos handlers; results of inspections of decontamination systems, barriers, and negative pressure ventilation equipment; summary of corrective actions and repairs; work stoppages with reason for stoppage; manometer readings at least twice per work shift; daily checks of emergency and fire exits and any unusual events.
62. Minor Project: A project involving the disturbance (e.g., removal, enclosure, encapsulation, repair) of 25 linear feet or less of asbestos containing material or 10 square feet or less of asbestos containing material.





63. Movable Object: Unit of equipment or furniture in the Work Area that can be removed from the Work Area.
64. Negative Air Pressure Equipment: Portable local exhaust system equipped with HEPA filtration. The system shall be capable of creating a negative pressure differential between the outside and inside of the Work Area.
65. NESHAPS: National Emission Standards for Hazardous Air Pollutants.
66. NFPA: The National Fire Protection Association.
67. NIOSH: National Institute for Occupational Safety and Health.
68. DEP or NYCDEP: New York City Department of Environmental Protection
69. NYSDOL: New York State Department of Labor.
70. NYSDOL ICR 56: “NYSDOL ICR 56” shall mean Part 56 of the Official Compilation of Codes, Rules and Regulations of the State of New York or 12 NYCRR Part 56.
71. NYSDOH: The New York State Department of Health.
72. Obstruction: The blocking of a means of egress with any temporary structure or barrier. A double layer of fire-retardant 6-mil polyethylene sheeting shall not be considered an obstruction when it is prominently marked as an exit with photo luminescent signage or paint and cutting tools (knife, razor) are attached to the work area side of the sheeting for use in the event that the sheeting must be cut to permit egress. A corridor shall not be considered obstructed when there is a clear path measuring at least three (3) feet wide.
73. Occupied Area: Area of the work site where abatement is not taking place and where personnel or occupants normally function or where workers are not required to use personal protective equipment.
74. OSHA: Occupational Safety and Health Administration.
75. Outside air: “Outside air” shall mean the air outside the work place.
76. Person: Individual, partnership, company, corporation, association, firm, organization, governmental agency, administration, or department, or any other group of individuals, or any officer or employee thereof.



77. **Personal Air Monitoring:** Method used to determine employees' exposure to airborne asbestos fibers. The sample is collected outside the respirator in the worker's breathing zone.
78. **Personal Protective Equipment (PPE):** Appropriate protective clothing, gloves, eye protection, footwear, and head gear.
79. **Phase Contrast Microscopy (PCM):** The measurement protocol for the assessment of the fiber content of air. (NIOSH Method 7400).
80. **Physician:** Person licensed or otherwise authorized under Article 131 Section 65.22 of the New York State Education Law.
81. **Plasticize:** To cover floors and walls with fire retardant plastic sheeting as herein specified or by using spray plastics as acceptable to the Department.
82. **Polarized Light Microscopy (PLM):** The measurement protocol for the assessment of the asbestos content of bulk materials. (Interim Method for the Determination of Asbestiform Materials in Bulk Insulation Samples- 40 CFR Part 763, Subpart F, Appendix A as amended on September 1, 1982)
83. **Project Designer:** A person who holds a valid Project Designer Certificate issued by the New York State Department of Labor.
84. **Project Monitor:** A person who holds a valid Project Monitor Certificate issued by the New York State Department of Labor.
85. **Qualitative Fit Test:** Individual test subject's responding (either voluntarily or involuntarily) to a chemical challenge outside the respirator face-piece. Acceptable methods include irritant smoke test, odorous vapor test, and taste test.
86. **Quantitative Fit Test:** Exposing the respiratory wearer to a test atmosphere containing an easily detectable, nontoxic aerosol, vapor or gas as the test agent. Instrumentation, which samples the test atmosphere and the air inside the face-piece of the respirator, is used to measure quantitatively the leakage into the respirator. There are a number of test atmospheres, test agents, and exercises to perform during the test.
87. **Registered Design Professional:** A person licensed and registered to practice the professions of architecture or engineering under the Education Law of the State of New York.



88. Removal: Stripping of any asbestos- containing materials from surfaces or components of a facility or taking out structural components in accordance with 40 CFR 61 Subparts A and M.
89. Renovation: An addition or alteration or change or modification of a building or the service equipment thereof, that is not classified as an ordinary repair as defined in §27-125 of the Administrative Code of the City of New York.
90. Repair: Corrective action using specified work practices (e.g., glovebag, plastic tent procedures, etc.) to minimize the likelihood of fiber release from minimally damaged areas of ACM.
91. Replacement material: Any material used to replace ACM that contains less than .01 percent asbestos.
92. Shift: A worker's, or simultaneous group of workers', complete daily term of work.
93. Shower Room: Room between the clean room and the equipment room in the worker decontamination enclosure with hot and cold running water controllable at the tap and arranged for complete showering during decontamination.
94. Small Asbestos Project: Asbestos project involving the disturbance (e.g., removal, enclosure, encapsulation) of more than 25 and less than 260 linear feet of ACM or more than ten and less than 160 square feet of ACM.
95. Staging Area: Work Area near the waste transfer airlock where containerized asbestos waste has been placed prior to removal from the Work Area.
96. Strip: To remove asbestos materials from any part of the facility.
97. Structural Member: Load-supporting member of a facility, such as beams and load-supporting walls, or any non-load-supporting member, such as ceiling and non-load-supporting walls.
98. Surface barriers: The plasticizing of walls, floors, and fixed objects within the work area to prevent contamination from subsequent work.
99. Surfactant: Chemical wetting agent added to water to improve penetration.
100. Transmission Electron Microscopy (TEM): The measurement protocol for the assessment of the asbestos fiber content of air. Interim Transmission Electron Microscopy Analytical Methods-40 CFR Part 763, Subpart E, Appendix A.



101. Visible Emissions: Emissions containing particulate material that are visually detectable without the aid of instruments.
102. Washroom: Room between the Work Area and the holding area in the equipment decontamination enclosure system where equipment and waste containers are wet cleaned and/or HEPA-vacuumed prior to disposal.
103. Waste decontamination enclosure system: “Waste decontamination enclosure system” shall mean the decontamination enclosure system designated for the controlled transfer of materials and equipment, consisting of a washroom and a holding area.
104. Wet Cleaning: “Wet cleaning” shall mean the removal of asbestos fibers from building surfaces and objects by using cloths, mops, or other cleaning tools which have been dampened with water.
105. Wet methods: “Wet methods” shall mean the use of amended water or removal encapsulants to minimize the generation of fibers during ACM disturbance.
106. Work Area: Designated rooms, spaces, or areas of the building or structure where asbestos abatement activities take(s) place.
107. Worker Decontamination Enclosure System: Portion of a decontamination enclosure system designed for controlled passage of workers and authorized visitors, consisting of a clean room, a shower room, and an equipment room separated from each other and from the Work Area by airlocks and curtained doorways.
108. Work Place: The work area and the decontamination enclosure system(s).
109. Work Place Safety Plan: Construction documents prepared by a registered design professional and submitted for review by DEP in order to obtain an asbestos abatement permit. Such plan shall include, but not be limited to, plans, sections, and details of the work area clearly showing the extent, sequence, and means and methods by which the work is to be performed.
110. Work Site: Premises where abatement activity is being performed. May be composed of one or more Work Areas.

## **1.06 STANDARD OPERATING PROCEDURES**



- A. Develop and implement a written standard procedure for abatement work to ensure maximum protection and safeguard from asbestos exposure of the workers, visitors, employees, public, and environment.

B. TELEPHONE DEVICE

The asbestos abatement contractor or his authorized representative shall, at all times during the normal workday or during periods of overtime work under this Contract, carry a mobile cellular telephone capable of transmitting photographs and data. He/she shall supply the Department of Design and Construction with the phone number for the device and he/she is liable to respond back to the calls from DDC within the next one (1) hour period after he/she receives calls from DDC. The cost to the asbestos abatement contractor for this device and all charges accruing thereto is deemed included in the work.

C. The standard operating procedure shall ensure:

1. Tight security from unauthorized entry into the workspace.
2. Restriction of asbestos abatement contractor's personnel to the immediate Work Area and access/egress routes.
3. Donning of proper protective clothing and respiratory protection prior to entering the Work Area.
4. Safe work practices in the work place, including provisions for inter-room communications, exclusion of eating, drinking, smoking, or in any way breaking the respiratory protection.
5. Proper exit practices from the work space to the outside through the showering and decontamination facilities.
6. Removing asbestos in a way that minimizes release of fibers.
7. Packing, labeling, loading, transporting, and disposing of contaminated material in a way that minimizes exposure and contamination.
8. Emergency evacuation procedures, for medical or safety situations, to minimize the potential exposure to airborne asbestos fibers for emergency personnel, building occupants, and building environment.
9. Safety from accidents in the workspace, especially from electrical shocks, fall hazards associated with scaffolding, slippery surfaces, and entanglements in loose hoses and equipment.



10. Provisions for effective supervision, air monitoring and personnel monitoring for exposure during the work.
  11. Engineering controls that minimize exposure to fibers within the workspace.
  12. The asbestos abatement contractor shall provide a 24-hour fire watch throughout the entire term of the project, to protect against fire and unauthorized entry into the workspace when required by the NYCDEP. Fire watch shall be performed by an individual who is a certified asbestos worker capable of entering the Work Area for regular inspections.
- D. Provide an Asbestos Handler Supervisor to provide continuous supervision of all work, and to be responsible for the following:
1. Ensure that individuals are using proper personal protective equipment, are trained in its use and hold valid NYCDEP and NYSDOL Asbestos Handler certificates.
  2. Maintain entry log records and ensure that they are recorded in accordance with the provisions of Title 15, Chapter 1 of RCNY and NYSDOL ICR 56.
  3. Surveillance of the Work Areas at a minimum of once per work shift or as required by Title 15, Chapter 1 of RCNY and NYSDOL ICR 56 -7.3, to ensure the integrity of work place isolation, negative pressure equipment and workers personal protective equipment is not torn or ripped and that respiratory protection is worn at all times.
  4. Ensure that sufficient personal protective equipment is stored in the clean room.
  5. Take precautions to prevent heat stress. Precautions include, but are not limited to, selecting lightweight protective clothing, reducing the work rate, and providing adequate fluid breaks.
  6. Perform work area inspection with project monitor prior to the commencement of final clearance air monitoring.
  7. The asbestos abatement contractor shall retain the asbestos handler supervisor to perform a visual inspection prior to the post-abatement clearance air monitoring to confirm that all containerized waste has been removed from work and holding areas and there is no visible ACM debris or residue on or about all abated surfaces.
- E. ENGINEERING CONTROLS



1. All asbestos projects shall utilize negative pressure ventilation equipment.
  - a. The asbestos abatement contractor shall use a manometer to document the pressure differential. The asbestos abatement contractor shall install and make the manometer operational once the negative pressure has been established in the work area. Magnahelic manometers shall be calibrated at least every six months and a copy of the current calibration certification shall be available at the work site.
2. Negative pressure ventilation equipment shall be installed and operated to provide at least one air change in the work area every 15 minutes. Where there are no floor or wall barriers because floor or wall material is being abated, there shall be at least one air change in the work area every ten minutes.
3. The negative pressure ventilation equipment shall operate continuously, 24 hours a day, from the establishment of isolation barriers through successful clearance air monitoring. If such equipment shuts off, adjacent areas shall be monitored for asbestos fibers.
4. A static negative air pressure of 0.02 inches (minimum) water column shall be maintained at all times in the work place during abatement to ensure that contaminated air in the Work Area does not filter back to uncontaminated areas.
5. If the contaminated area of an asbestos project covers the entire floor of the affected building, or an area greater than 15,000 square feet on any given floor, the installation of a negative air cut off switch or switches shall be required at a single location outside the work place, such as inside a stairwell, or at a secured location in the ground floor lobby when conditions warrant. The required switch or switches shall be installed by a licensed electrician pursuant to a permit issued by the Department of Buildings. If negative pressure ventilation equipment is used on multiple floors, the cut off switch shall be able to turn off the equipment on all floors.
6. On loss of negative pressure or electric power to the negative pressure ventilating units, abatement shall stop immediately and shall not resume until power is restored and negative pressure ventilation equipment is operating again.
7. Negative pressure ventilation equipment shall be exhausted to the outside of the building away from occupied areas.



- a. All openings (including but not limited to operable windows, doors, vents, air intakes or exhausts of any mechanical devices) less than 15 feet from the exterior exhaust duct termination location shall be plasticized with two layers of fire retardant 6-mil polyethylene sheeting, or a second negative pressure ventilation unit with the primary unit's capacity shall be connected in series prior to exhausting to the outside.
  - b. Negative pressure ventilation equipment shall exhaust away from areas accessible to the public.
  - c. All ducting shall be sealed and braced or supported to maintain airtight joints. Ducts shall be reinforced and shall be installed so as to prevent breakage. Damage to ducts must be repaired immediately.
8. Where ducting to the outside is not possible, a second negative pressure ventilation unit compatible with the primary unit's capacity shall be connected in series. The area receiving the exhaust shall have sufficient, non-recycling exhaust capacity to the outside of the structure.
9. In the event that there is a failure of the containment system or a breach in the Isolation Barriers, all abatement work will cease and the asbestos abatement contractor will immediately correct the condition. Abatement work will not resume until the Work Area has been smoke tested by the third party laboratory and approved by the Construction Project Manager.

**F. LOCKDOWN ENCAPSULATION PROCEDURES**

1. The following procedures shall be followed to seal in non-visible residue while conducting lockdown encapsulation on all surfaces from which ACM has not been removed:
  - a. Only encapsulants rated as acceptable or marginally acceptable on the basis of Battelle Columbus Laboratory test procedures and rating requirements developed under the 1978 USEPA Contract shall be used for lockdown encapsulation.
  - b. The encapsulant solvent or vehicle shall not contain a volatile hydrocarbon unless reviewed and approved by DEP.
  - c. Latex paint with solids content greater than 15 percent shall be considered a lockdown sealant for coating all non-metallic surfaces.
  - d. Encapsulants shall be applied using airless spray equipment. Spraying is to occur at the lowest pressure range possible to minimize fiber





release from encapsulant impact at the surface. It shall be applied with a consistent horizontal or vertical motion.

- e. The cleaned layer of the surface barriers shall be removed from walls and floors.

The isolation barriers shall remain in place throughout cleanup. Decontamination enclosure systems shall remain in place and be utilized. A thin coat of lockdown encapsulant shall be applied to all surfaces in the work area which were not the subject of removal or abatement, including the cleaned layer of the surface barriers, but excepting sprinklers, standpipes, and other active elements of the fire suppression system.

### **1.07 NOTIFICATIONS, PERMITS, WARNING SIGNS, LABELS, AND POSTERS**

- A. The asbestos abatement contractor shall submit an Asbestos Project Notification (ACP-7) to the NYCDEP listing each work area within the building separately one week in advance of the start of work.
- B. The registered design professional shall obtain an asbestos abatement permit authorizing the performance of construction work as required for asbestos projects involving one or more of the following activities:
  - 1. Obstruction of an exit door leading to an exit stair or the exterior of the building;
  - 2. Obstruction of an exterior fire escape or access to that fire escape;
  - 3. Obstruction of a fire-rated corridor leading to an exit door;
  - 4. Removal of handrails in an exit stair or ramp;
  - 5. Removal or dismantling of any fire alarm system component including any fire alarm-initiating device (e.g., smoke detectors, manual pull station);
  - 6. Removal or dismantling of any exit sign or any component of the exit lighting system, including photo luminescent exit path markings;
  - 7. Removal or dismantling of any part of a sprinkler system including piping or sprinkler heads;
  - 8. Removal or dismantling of any part of a standpipe system including fire pumps or valves;



9. Removal of any non-load bearing / non-fire-rated wall (greater than 45 square feet or 50 percent of a given wall);
  10. Any plumbing work other than the repair or replacement of plumbing fixtures;
  11. Removal of any fire-resistance rated portions of a wall, ceiling, floor, door, corridor, partition, or structural element enclosure including spray-on fire resistance rated materials;
  12. Removal of any fire damper, smoke damper, fire stopping material, fire blocking, or draft stopping within fire-resistance rated assemblies or within concealed spaces;
  13. Any work that otherwise requires a permit from the DOB (full demolitions, alterations, renovations, modifications or plumbing work).
- C. The asbestos abatement contractor shall provide a floor plan showing the areas of the building under abatement and the location of all fire exits in said areas. It shall be prominently posted in the building lobby or comparable location, along with a notice stating the location within the building of the negative air cutoff switch, if applicable.
- D. When one or more of the activities listed in 1.07 (B) (1-8) and (B)(13) of this specification an asbestos abatement permit is required by DEP. The general contractor is responsible for submitting, a work place safety plan (WSPS) and any other applicable construction documents. These documents must be prepared and sealed by a registered design professional.
- E. A WSPS is not required for projects requiring an asbestos abatement permit due to one or more of the activities listed in 1.07 (B) (9-12) of this specification. The asbestos abatement contractor shall submit, together with the asbestos project notification, all applicable asbestos abatement permit construction documents.
- F. The general contractor shall retain a Registered Design Professional to perform the inspections required pursuant to Title 28 of the Administrative Code, including but not limited to special inspections required by Chapter 17 of the Building Code, as follows:
1. A final inspection shall be performed by a registered design professional retained by the general contractor after all work authorized by the asbestos abatement permit is completed. The person performing the inspection shall note all failures to comply with the provisions of the Building Code or approved asbestos abatement permit and shall promptly notify the owner in



writing. All defects noted in such inspection shall be corrected. The final inspection report shall either:

a. Confirm:

- (1) That the construction work is complete, including the reinstallation or reactivation of any building fire safety or life safety component.
- (2) That any defects previously noted have been corrected.
- (3) That all required inspections were performed.
- (4) That the work is in substantial compliance with the approved asbestos abatement permit construction documents, the Building Code, and other applicable laws and rules.

b. Confirm:

- (1) That the construction work does not return the building (or portion thereof) affected by the abatement project to a condition compliant with the building code and other applicable laws and rules, but that the registered design professional has reviewed an application for asbestos abatement permit construction documents approval that has been approved by the department of buildings, and the subsequent scope of work as approved will, upon completion, render all areas affected by the asbestos project in full compliance with the building code and all applicable laws and rules.
- (2) That any defects previously noted that are not addressed by the subsequent scope of work as approved by the department of buildings, have been corrected.
- (3) That all required inspections that are not addressed by the subsequent scope of work as approved by the department of buildings were performed.
- (4) That all completed work pursuant to an asbestos abatement permit is in substantial compliance with the approved asbestos abatement permit construction documents.

G. The Registered Design Professional shall provide the final inspection reports to be filed with DEP on A-TR1 form. Records of final inspections made by registered



design professionals shall be submitted to DDC as part of the close out document package.

- H. Erect bilingual (English-Spanish) warning signs around the work space and at every point of potential entry from the outside and at main entrance to building which can be viewed by the public without obstruction, in accordance with OSHA 29 CFR 1926.1101 (K) (Sign Specifications) and Title 15, Chapter 1 of RCNY. The warning signs shall be a bright color so that they will be easily noticeable. The size of the sign and the size of the lettering shall be no less than OSHA requirements.
- I. Provide the required labels for all polyethylene bags and all drums utilized to transport contaminated material to the landfill in accordance with OSHA 29 CFR 1926.1101 (K)(2) and by 49 CFR Parts 171 and 172 of the Department of Transportation regulations.
- J. Provide any other signs, labels, warnings, and posted instructions that are necessary to protect, inform and warn people of the hazard from asbestos exposure. Post in a prominent and convenient place for the workers a copy of the latest applicable regulations from OSHA, EPA, NIOSH, State of New York and New York City and any additional items mandated for posting by the aforementioned regulations.
- K. Furnish all permits, variances and notices required to perform the Work.

#### **1.08 EMERGENCY PRECAUTIONS**

- A. Establish emergency and fire exits from the Work Area. The clean side of all emergency exits shall be equipped with two full sets of protective clothing and respirators at all times.
- B. Notify local medical emergency personnel, both ambulance crews and hospital emergency room staff prior to commencement of abatement operations as to the possibility of having to handle contaminated or injured workmen.
- C. Prepare to administer first aid to injured personnel after decontamination. Seriously injured personnel shall be treated immediately or evacuated immediately for decontamination. When an injury occurs, precautions shall be taken to reduce airborne fiber concentrations (i.e., misting of the air with water) until the injured person has been removed from the Work Area.
- D. Notify, before actual removal of the asbestos material, the local police and fire departments to the danger of entering the Work Area. Asbestos abatement contractor shall make every effort to help these agencies form plans of action should their personnel need to enter the contaminated area.



## **1.09 SUBMITTALS**

### **A. Pre-Construction Submittals:**

1. Attend a pre-construction meeting scheduled by the Department. This meeting shall also be attended by a designated representative of the City of New York third party air monitoring firm, facility manager and the Construction Project Manager. At this meeting, the asbestos abatement contractor shall present three copies of the following items, bound and indexed. The detailed plan of action must be submitted at least five (5) days prior to the pre-construction meeting.
  - a. Asbestos abatement contractor's scope of work, work plan and schedule.
  - b. Asbestos project notifications, approved variances and plans to Government Agencies.
  - c. Copies of Permits, clearance and licenses if required.
  - d. Schedules: the asbestos abatement contractor shall provide to the Construction Project Manager a copy of the following schedules for approval. Once approved, schedules shall be maintained and updated as received. Asbestos abatement contractor shall post a copy of all schedules at the site:
    - (1) A construction schedule stating critical dates of the project including, but not limited to, mobilization, Work Area preparation, demolition, gross removal, fine cleaning, encapsulation, inspections, clearance monitoring, and phase of refinishing and final inspections. The schedule shall be updated biweekly, at a minimum.
    - (2) A schedule of staffing stating number of workers per shift per activity, name and number of supervisor(s) per shift, shifts per day, and total days to be worked.
    - (3) Submit all changes in schedule or staffing to the Construction Project Manager prior to implementation.
    - (4) A schedule of equipment to be used including numbers and types of all major equipment such as HEPA Air Filtration Units, HEPA-vacuums, airless sprayers, Water Atomizing Devices and Type "C" compressors.



- e. A written plan and shop drawings for preparation of work site and decontamination chamber.
- f. Description of protective clothing and approved respirator to be used, make, model, NIOSH approval numbers.
- g. Delineation of responsibility of work site supervision, including competent person, with names, resumes, and home telephone numbers.
- h. Explanation of decontamination sequence and isolation techniques.
- i. Description of specific equipment to be utilized, including make and model number of air filtration devices, vacuums, sprayers, etc.
- j. Description of any prepared methods, procedures, techniques, or equipment other than those specified in the Contract Documents.
- k. Explanation of the handling of asbestos contaminated wastes including EPA and NYCDEC identification numbers of Waste Hauler.
- l. Description of the final clean-up procedures to be used.
- m. Name and qualifications of asbestos abatement contractor's Air Monitor including AIHA accreditation, and proof of NIOSH PAT and NIST/NVLAP Bulk Quality Assurance Proficiency of OSHA samples for approval by the City of New York Department of Design and Construction.
- n. Written description of emergency procedures to be followed in case of injury or fire. This section must include evacuation procedures, source of medical assistance (name and telephone number) and procedures to be used for access by medical personnel (examples: first aid squad and physician). NOTE: Necessary Emergency Procedures Shall Take Priority Over All Other Requirements of These Specifications.
- o. Safety Data Sheets (SDS) for encapsulants, sealants, firestopping foam, cleaners/disinfectants, spray adhesive and any and all potentially hazardous materials that may be employed on the project. No work involving the aforementioned will be allowed to proceed until SDS are reviewed.



- p. Worker Training and Medical Surveillance: Asbestos abatement contractor shall submit a list of the NYSDOL and NYCDEP Asbestos supervisors and handlers who will work on this project. Present evidence that workers have received proper training required by the regulations and required by OSHA 29 CFR 1926.1101 (Asbestos Standard) and 1926.1200 (HAZCOM standard) and any other standards applicable to the work.
  - q. Logs: Specimen copies of daily progress log, visitor's log, and disposal log.
    - (1) The asbestos abatement contractor shall provide a permanently bound log book of minimum 8-1/2" x 11" size at the entrance to the Worker and Waste Decontamination enclosure system as hereinafter specified. Log book shall contain all information specified in ICR56-3.4 (a)(2)(i).
    - (2) All entries into the log shall be made in non-washable, permanent ink and such pen shall be strung to or otherwise attached to the log to prevent removal from the log-in area. Under no circumstances shall pencil entries be permitted. Any significant events occurring during the abatement project shall be entered into the log. Upon completion of the job, the Asbestos abatement contractor shall submit a copy of the logbook containing a day-to-day record of personnel log entries countersigned by the Construction Project Manager every day.
    - (3) Worker's Acknowledgments: Submit statements signed by each employee that the employee has received training in the proper handling of ACM, understands the health implications and risks involved; and understands the use and limitations of the respiratory equipment to be used.
- B. During Construction Submittals:  
Submit copies of the following items to the Construction Project Manager during the work:
- 1. Security and safety logs showing names of person entering workspace, date and time of entry and exit, record of any accident, emergency evacuation, and any other safety and/or health incident.
  - 2. Progress logs showing the number of workers, supervisors, hours of work and tasks completed shall be submitted daily to the Construction Project Manager.



3. Floor plans indicating asbestos abatement contractor's current work progress shall be submitted for review by the Construction Project Manager at weekly progress meetings.
4. All asbestos abatement contractors' air monitoring and inspection results.

C. Project Closeout Submittals:

Upon completion of the project and as a condition of acceptance, the asbestos abatement contractor shall present two copies of the following items, bound and indexed:

1. Lien Waivers from asbestos abatement contractor, Sub-asbestos abatement contractors and Suppliers,
2. Daily OSHA air monitoring results,
3. All Waste Manifests (Asbestos and Construction Debris), seals and disposal logs,
4. Field Sign-In/Sign-Out Logs for every shift,
5. Copies of all Building Department Forms and Permits,
6. A Letter of Compliance stating that all the work on this project was performed in accordance with the Specifications and all applicable Federal, State and Local regulations,
7. All Warranties as stated in the Specifications,
  - a. Fully executed disposal certificates and transportation manifest.
8. Project Record: The asbestos abatement contractor shall maintain a project record for all small and large asbestos projects. During the project, the project record shall be kept on site at all times. Upon completion of the project, the project record shall be maintained by the building owner. The project record shall consist of:
  - a. Copies of licenses of all asbestos abatement contractors involved in the project;
  - b. Copies of DEP and NYSDOL supervisor and handler certificates for all workers engaged in the project;





- c. Copies of all project notifications and reports filed with DEP, NYS DOL and EPA for the project, with any amendments or variances;
  - d. Copies of all asbestos abatement permits, including associated approved plans and work place safety plan;
  - e. A copy of the air sampling log and all air sampling results;
  - f. A copy of the abatement asbestos abatement contractor's daily log book;
  - g. All data related to bulk sampling including the results of any asbestos surveys performed by an asbestos investigator;
  - h. Copies of all asbestos waste manifests;
  - i. A copy of all Project Monitor's Reports (ACP-15).
  - j. A copy of each ATR-1 Form completed for the asbestos project (if required).
  - k. A copy of each Asbestos Project Conditional Closeout Report (ACP-20).
  - l. A copy of the Asbestos Project Completion Form (ACP-21).
  - m. A copy of the project record shall be submitted to DDC and its Third Party Air Monitor within 48 hours of the Issuance of the ACP-21 form, as part of the close out documents.
9. The asbestos abatement contractor shall submit one of the following certifications to the general contractor, with a copy provided to DDC:
- a. Asbestos Project Completion Form. If an asbestos project has been performed, a copy of the asbestos project completion form issued by DEP shall be submitted to DOB, with a copy being provided to DDC, prior to the issuance of a DOB permit and to any amendment of the underlying construction document approval which increases the scope of the project to include (a) work area(s) not previously covered.
  - b. An Asbestos Project Conditional Close-out Form. If an asbestos project has been performed a copy of the asbestos project conditional close-out form issued by DEP shall be submitted to



DOB, with a copy being provided to DDC, prior to the issuance of a DOB permit and to any amendment of the underlying construction document approval which increases the scope of the project to include (a) work area(s) not previously covered.

## **1.10 QUALITY ASSURANCE**

- A. All work required for the completion of this project or called for in this Specification must be executed in a workmanlike manner by using the appropriate methods established by regulatory requirements and/or industrial standards. All workmanship or work methods are subject to review and acceptance by the Construction Project Manager. Throughout the Specification, reference is made to codes and standards which establish qualities, levels or types of workmanship which will be considered acceptable. It is the asbestos abatement contractor's responsibility to comply with these codes and standards during the execution of this work.
- B. All materials and equipment required or consumed during the work of this Contract must meet the minimum acceptable criteria established by codes and standards referenced elsewhere in this Specification. Materials and equipment must be submitted for prior approval to the DDC project manager as part of the asbestos abatement contractor's "Shop Drawings".
- C. It is the asbestos abatement contractor's responsibility, when so required by the Specification or upon written request from the Commissioner or his representative to furnish all required proof that workmanship, materials and/or equipment meet or exceed the codes and standards referenced. Such proof shall be in the form requested, typically a certified report or test conducted by a testing entity approved for that purpose by DDC.
- D. The asbestos abatement contractor shall furnish proof that employees working under his supervision have had instruction on the dangers of asbestos exposure, on respirator use, decontamination, and OSHA regulations. This proof shall be in the form of a notarized affidavit to the effect that the above requirements have been satisfied and a copy of the Job Hazard Analysis (JHA) with tool box meeting executed meeting sign in sheet.
- E. The asbestos abatement contractor will have posted and in view at the job site the OSHA regulations 29 CFR 1910.1001, and 1926.1101 Asbestos Standard, and 29 CFR 1926.59 Hazard Communication Standard Environmental Protection Agency 40 CFR, Part 61, subpart B: National Emission Standard for asbestos, asbestos stripping, work practices and disposal of asbestos waste. One copy of NYC Title 15, Chapter 1 of RCNY and NYS DOL ICR 56 at the job site at all times.



- F. Familiarity with Pertinent Codes and Standards: In procuring all items used in this work, it is the asbestos abatement contractor's responsibility to verify the detailed requirements of the specifically named codes and standards and to verify that the items procured for use in this work meet or exceed the specified requirements, and are suitable for their intended use.
- G. Rejection of Non-Complying Items: The Commissioner reserves the right to reject items incorporated into the work that fail to meet the specified minimum requirements. The Commissioner further reserves the right, and without prejudice to other recourse that maybe taken, to accept non-complying items subject to an adjustment in the Contract amount as approved by the City.
- H. Applicable Regulations, Codes and Standards: Applicable standards listed in these Specifications include, but are not necessarily limited to, standards promulgated by the following agencies and organizations:
1. American National Standards Institute (ANSI)  
(Successor to USASI and ASA)  
25 West 43<sup>rd</sup> Street (between 5<sup>th</sup> and 6<sup>th</sup> Avenue) 4<sup>th</sup> Floor  
New York, NY 10036  
212-642-4900
  2. American Society for Testing and Materials (ASTM)  
100 Bar Harbor Drive  
West Conshohocken, PA 19428-2959  
610-832-9500
  3. National Institute for Occupational Safety and Health (NIOSH)  
Robert A. Taft Laboratory  
4676 Columbia Pkwy  
Mailstop R12 Cincinnati, Ohio 45226  
513-841-4428
  4. National Electrical Code (NEC)  
See NFPA
  5. National Fire Protection Association (NFPA)  
1 Batterymarch Park  
Quincy, Massachusetts 02169-7471  
617-770-3000
  6. New York City Fire Department (FDNY)  
9 Metrotech Center  
Brooklyn, NY 11201-5431  
718-999-2117



7. New York City Department of Buildings (NYC DOB)  
Enforcement Division  
280 Broadway, New York, New York 10007  
212- 566-2850
8. New York City Department of Environmental Protection (NYCDEP)  
Bureau of Environmental Compliance  
Asbestos Control Program  
59-17 Junction Boulevard, 8<sup>th</sup> Floor  
Corona, New York 11368  
718-595-3682
9. New York City Department of Health and Mental Hygiene (NYC DOHMH)  
Environmental Investigation  
125 Worth Street  
New York, New York 10013  
212-442-3372
10. New York State Department of Labor (NYSDOL)  
Division of Safety and Health, Engineering Services Unit  
State Office Building Campus  
Albany, New York 12240-0010
11. New York City Department of Sanitation  
125 Worth Street, Room 714  
New York, New York 10013  
212-566-1066
12. Occupational Safety and Health Administration (OSHA)  
Region II - Regional Office  
201 Varick Street, Room 908  
New York, New York 10014  
212-337-2378
13. United States Environmental Protection Agency (EPA or USEPA)  
Region II  
Asbestos NESHAPS Contact  
Air and Waste Management Division  
(Air Compliance Branch) – USEPA  
290 Broadway, 21<sup>st</sup> Floor  
New York, New York 10007-1866  
212-637-3660



- I. Post all applicable regulations in a conspicuous place at the job site. Assure that the regulations are not altered, defaced or covered by other materials. One copy of each regulation must also be kept at the Asbestos abatement contractor's office.

#### **1.11 CITY/ASBESTOS ABATEMENT CONTRACTOR RESPONSIBILITIES**

- A. The normal occupants of the Work Areas will be relocated by the City prior to the performance of the abatement work and returned there to at the conclusion of the abatement work, at no cost to the asbestos abatement contractor. However, the asbestos abatement contractor shall protect all furniture and equipment in the Work Areas in a manner as hereinafter specified. In addition, the asbestos abatement contractor shall perform the work of this Contract in a manner that will be least disruptive to the normal use of the non-Work Areas in the building.
- B. Asbestos abatement contractor shall be responsible for cleaning all portable items not specifically addressed by the Facility, in the Work Areas, or dispose of same as asbestos contaminated waste.
- C. Facility to provide asbestos abatement contractor with a list of items that cannot be removed and need special attention.
- D. Facility to stop all deliveries that may be scheduled to the Work Area while work is in progress.
- E. Facilities to have authorized personnel on site at all times or supply the asbestos abatement contractor with means of contacting such personnel without unreasonable delay. Such personnel shall have access to all areas, have knowledge of electrical, and air handling equipment. Such personnel shall assist the asbestos abatement contractor in case of any power failure or breakdown to shut down air supply systems, to reset and control all protective systems such as alarms, sprinklers, locks, etc. The Facility shall ensure no active air handling systems are operating within the Work Area.
- F. City will not occupy the portions of the building, in which work is being performed during the entire asbestos removal operation, including completion of clean up.
- G. Asbestos abatement contractor shall provide a plan for 24 hour job security both for prevention of theft and for barring entry of curious but unprotected personnel into Work Areas, as required by the Department.
- H. Asbestos abatement contractor shall provide surveillance by a fire watch and set forth procedures to be taken for the safety of building occupants in the event of an emergency, in accordance with the WSPS and DEP regulations.



- I. Should the failure of any utility occur, the City will not be responsible to the asbestos abatement contractor for loss of time or any other expense incurred.
- J. Facility will be responsible to notify the asbestos abatement contractor of any planned electrical power shutdowns in order to ensure that there are no power interruptions in the negative air pressure systems.
- K. Asbestos abatement contractor shall remove all flammable materials from the work area and all sources of ignition (including but not limited to pilot lights) shall be extinguished.
- L. Asbestos abatement contractor shall require a competent person (as defined in OSHA 1926.1101) to perform the following functions and to be on-site continuously for the duration of the project:
  - 1. Monitor the set up of the Work Area enclosure and ensure its integrity.
  - 2. Control entry and exit into the work enclosure.
  - 3. Ensure that employees are adequately trained in the use of engineering controls, proper work practices, proper personal protective equipment and in decontamination procedures.
  - 4. Ensure that employees use proper engineering controls, proper work practices, proper personal protective equipment and proper decontamination procedures.
  - 5. The competent person (as defined in OSHA1926.1101) shall check for rips and tears in work suits, and ensure that they are mended immediately or replaced.

## **1.12 USE OF BUILDING FACILITIES**

- A. City shall make available to the asbestos abatement contractor, from existing outlets and supplies, all reasonably required amounts of water and electric power at no charge.
- B. Electric power to all Work Areas shall be shut down and locked out except for electrical equipment that must remain in service. Safe temporary power and lighting shall be provided by asbestos abatement contractor in accordance with applicable codes. All power to Work Areas shall be brought in from outside the area through ground-fault interrupter circuits installed at the source. Stationary electrical equipment within the Work Area, which must remain in service, shall be adequately protected, enclosed and ventilated. The Facility will identify all electric lines that must remain in service. Asbestos abatement contractor shall protect all lines.



- C. Asbestos abatement contractor shall provide, at his own expense, all electrical, water, and waste connections, tie-ins, extensions, and construction materials, supplies, etc. All water tie-ins shall be hard piped with polyethylene or copper piping. At the end of each shift, asbestos abatement contractor shall disconnect all hoses within the work zone and place in equipment room of the worker decontamination unit. Asbestos abatement contractor shall ensure positive shutoff of all water to Work Area during non-working hours.
- D. Utilities:
1. General:  
All temporary facilities required to be installed, shall be subject to the approval of the Commissioner. Prior to starting the work at any site; specify clearly the temporary locations of facilities preferably with sketches and submit the same to the Construction Project Manager for approval.
  2. Water:  
The Department of Design and Construction will furnish all water needed for construction, at no cost to the asbestos abatement contractor in buildings under their jurisdiction. All temporary plumbing or adaptations to supply the needs of the Work Area shall be installed and removed by the asbestos abatement contractor and the cost thereof included in the Lump Sum price for abatement work. Shower water for the decontamination unit shall be provided hot. Heating of water, if necessary, shall be provided by the asbestos abatement contractor.
  3. Electricity:  
The Department of Design and Construction will furnish all electricity needed for construction, at no cost to the asbestos abatement contractor in buildings under their jurisdiction. All temporary electrical work or adaptations to supply the needs of the Work Area shall be installed and removed by the asbestos abatement contractor and the cost thereof included in the Lump Sum price for abatement work.

In leased spaces, arrangements for water supplies and electricity must be made with the landlord. However, all such arrangements must be made through and are subject to approval of the Department of Design and Construction. Utilities will be provided at no cost to the asbestos abatement contractor. However, it is the asbestos abatement contractor's (or the General contractor's) responsibility to furnish and install a suitable distribution system to the Work Area. This system will be provided at no cost to the City.



A dedicated power supply for the negative pressure ventilating units shall be utilized. The negative air equipment shall be on a ground fault circuit interrupter (GFCI) protected circuit separate from the remainder of the work area temporary power circuits.

- E. Asbestos abatement contractor shall shut down and lock out all electric power to all work areas except for electrical equipment that must remain in service. Safe temporary power and lighting shall be provided in accordance with all applicable codes. Existing light sources (e.g., house lights) shall not be utilized. All power to work areas shall be brought in from outside the area through ground-fault circuit interrupter at the source.
1. If electrical circuits, machinery, and other electrical systems in or passing through the work area must stay in operation due to health and safety requirements, the following precautions must be taken:
    - a. All unprotected cables, except low-voltage (less than 24 volts) communication and control system cables, panel boxes of cables and joints in live conduit that run through the work area shall be covered with three (3) independent layers of six (6) mil fire retardant polyethylene. Each layer shall be individually duct taped and sealed. All three (3) layers of polyethylene sheeting shall be left in place until satisfactory clearance air sampling results have been obtained.
    - b. Any energized circuits remaining in the work area shall be posted with a minimum two (2) inch high lettering warning sign which reads: DANGER LIVE ELECTRICAL - KEEP CLEAR. A sign shall be placed on all live covered barriers at a maximum of ten (10) foot intervals. These signs shall be posted in sufficient numbers to warn all persons authorized to enter the work area of the existence of the energized circuits.
  2. Any source of emergency lighting which is temporarily blocked as a result of work place preparation shall be replaced for the duration of the project by battery operated or temporary exit signs, exit lights, or photo luminescent path markings.
- F. Asbestos abatement contractor shall provide a separate temporary electric panel board to power asbestos abatement contractor's equipment. The Facility will designate an existing electrical source in proximity to the Work Area. Asbestos abatement contractor's licensed electrician shall provide temporary tie-in via cable, outlet boxes, junction boxes, receptacles and lights, all with ground fault interruption. At no time shall extension cords greater than 50-feet in length be allowed. All temporary electrical installation shall be in accordance with OSHA regulations. The electric shut down for power panel tie-in will be on off-hours and





must be coordinated with the Facility. Asbestos abatement contractor shall provide to the City a specification and drawing outlining his power requirements at the pre-construction meeting.

- G. Additional electrical equipment (i.e., transformers, etc.), which is necessary due to the lack of existing power on the floor, shall be at the asbestos abatement contractor's expense.
- H. Asbestos abatement contractor shall provide fire protection in accordance with all State and Local fire codes.
- I. Sprinklers, standpipes, and other fire suppression systems shall remain in service and shall not be plasticized.
- J. When temporary service lines are no longer required, they shall be removed by the asbestos abatement contractor. Any parts of the permanent service lines, grounds and buildings, disturbed or damaged by the installation and/or removal of the temporary service lines, shall be restored to their original condition by asbestos abatement contractor. Senior Stationary Engineer will inspect and test all switches, controls, gauges, etc. and shall submit a list to the Construction Project Manager of any equipment damaged by the asbestos abatement contractor.
- K. Asbestos abatement contractor shall supply hot shower water necessary for use in the decontamination unit.

### **1.13 USE OF THE PREMISES**

- A. Asbestos abatement contractor shall confine his apparatus, the storage of materials, and supplies, and the operation of his workmen to limits established by law, ordinances, and the directions of the Construction Project Manager and the Facility. All flammable or combustible materials shall be properly stored to obviate fire and in areas approved by the Facility.
- B. Asbestos abatement contractor shall assure that no exits from the building are obstructed, that appropriate safety barriers are established to prevent access, and that Work Areas are kept neat, clean, and safe.
- C. Asbestos abatement contractor shall maintain exits from the work area or alternative exits shall be established, in accordance with section 1027 of the New York City Fire Code. Exits shall be checked at the beginning and end of each work shift against blockage or impediments to exiting.
- D. If the openings of temporary structural partitions related to abatement work areas block egress, the partition shall consist of two sheets of fire retardant 6-mil plastic, prominently marked as an exit with photo luminescent paint or signage. Cutting



tools (e.g., knife, razor) shall be attached to the work area side of the sheeting for use in the event that the barrier must be cut open to allow egress.

- E. All surrounding work, fixtures, soil lines, drains, water lines, gas pipes, electrical conduit, wires, utilities, duct work railings, shrubbery, landscaping, etc. which are to remain in place shall be carefully protected and, if disturbed or damaged, shall be repaired or replaced as directed by the City, at no additional cost.
- F. All routes through the building to be used by the asbestos abatement contractor shall first be approved by the Construction Project Manager and the Facility.
- G. Attention is specifically drawn to the fact that other asbestos abatement contractors, performing the work of other Contracts, may be (or are) brought upon any of the work sites of this Contract. Therefore, the asbestos abatement contractor shall not have exclusive rights to any site of his work and shall fully cooperate and coordinate his work with the work of other asbestos abatement contractors who may be on (or are on) any site of the work of this Contract. Regulated area exempted.
- H. Temporary toilet facilities must be provided by the asbestos abatement contractor on the site. Coordinate location of facilities with Construction Project Manager. No toilet facilities will be allowed in the Work Area.

#### **1.14 PROTECTION AND DAMAGE**

- A. The asbestos abatement contractor is responsible to cover all furniture and equipment that cannot be removed from Work Areas. Moveable furniture and equipment will be removed from Work Areas by asbestos abatement contractor prior to start of work and returned upon successful completion of the final air testing. At the conclusion of the work (after clearance level of air testing reaches the acceptable limit), the asbestos abatement contractor will remove all plastic covering from the walls, floors, furniture, equipment and reinstall furniture and equipment in the cleaned Work Area. The asbestos abatement contractor shall remove all shades, curtains and drapes from the Work Area, and reinstall the same following the final clean up.
- B. Prior to plasticizing, the proposed work areas shall be pre-cleaned using HEPA filtered vacuum equipment and/or wet cleaning methods. Methods that raise dust, such as sweeping or vacuuming with equipment not equipped with HEPA filters, are prohibited.
- C. Use rubber tired vehicles that use non-volatile fuels for conveying material inside building and provide temporary covering, as necessary, to protect floors.



- D. No materials or debris shall be thrown from windows or doors of the building. Building waste management system shall NOT be used to remove any asbestos waste from the building.
- E. Debris shall be removed from the work site daily. Premises shall be left neat and clean after each work shift, so that work may proceed the next regular workday without interruption. Limited bag storage may take place within the Work Area when approved by the Construction Project Manager.
- F. Protect floors and walls along removal routes from damage, wear and staining with contamination control flooring. All finished surfaces to be protected with Masonite or other rigid sheathing material.
- G. A preliminary inspection for pre-existing damage shall be conducted by asbestos abatement contractor and representative of the City before commencement of the project.

#### **1.15 RESPIRATORY PROTECTION REQUIREMENTS**

- A. Respiratory protection shall be worn by all individuals who may be exposed to asbestos fibers from the initiation of the asbestos project until all areas have successfully passed clearance air monitoring in accordance with Regulations and these Specifications.
- B. Asbestos abatement contractor shall develop and implement a written respiratory protection program with required site-specific procedures and elements. The program shall be administered by a properly trained individual. The written respiratory protection program shall include the requirements set forth in OSHA Standard 29 CFR 1910.134, at a minimum.
- C. The Asbestos abatement contractor shall provide workers with individually issued and marked respiratory equipment. Respiratory equipment shall be suitable for the asbestos exposure level(s) in the Work Area(s), as specified in OSHA Standards 29 CFR 1910.134 and 29 CFR 1926.1101, NIOSH Standard 42 CFR 84, or as more stringently specified otherwise, herein.
- D. Where respirators with disposable filter parts are employed, the asbestos abatement contractor will provide sufficient filter parts for replacement as necessary or as required by the applicable regulation.
- E. All respiratory protection shall be NIOSH approved. All respiratory protection shall be provided by asbestos abatement contractor, and used by workers in conjunction with the written respiratory protection program.



- F. Asbestos abatement contractor shall provide respirators selected by an Industrial Hygienist that meet the following requirements:

Table 1. -- Assigned Protection Factors<sup>5</sup>

Type of Respirator <sup>1,2</sup>	Half mask	Full facepiece	Helmet/hood
1. Air-Purifying Respirator	<sup>3</sup> 10	50	.....
2. Powered Air-Purifying Respirator (PAPR)	50	1,000	<sup>4</sup> 25/1,000
3. Supplied-Air Respirator (SAR) or Airline Respirator			
• Demand mode	10	50	.....
• Continuous flow mode	50	1,000	<sup>4</sup> 25/1,000
• Pressure-demand or other positive-pressure mode	50	1,000	.....
4. Self-Contained Breathing Apparatus (SCBA)			
• Demand mode	10	50	50
• Pressure-demand or other positive-pressure mode (e.g., open/closed circuit)	.....	10,000	10,000

<sup>1</sup>Employers may select respirators assigned for use in higher workplace concentrations of a hazardous substance for use at lower concentrations of that substance, or when required respirator use is independent of concentration.

<sup>2</sup>The assigned protection factors in Table 1 are only effective when the employer implements a continuing, effective respirator program as required by this section (29 CFR 1910.134), including training, fit testing, maintenance, and use requirements.

<sup>3</sup>This APF category includes filtering facepieces, and half masks with elastomeric facepieces.

<sup>4</sup>The employer must have evidence provided by the respirator manufacturer that testing of these respirators demonstrates performance at a level of protection of 1,000 or greater to receive an APF of 1,000. This level of performance can best be demonstrated by performing a WPF or SWPF study or equivalent testing. Absent such testing, all other PAPRs and SARs with helmets/hoods are to be treated as loose-fitting facepiece respirators, and receive an APF of 25.

<sup>5</sup>These APFs do not apply to respirators used solely for escape. For escape respirators used in association with specific substances covered by 29 CFR 1910 subpart Z, employers must refer to the appropriate substance-specific standards in that subpart. Escape respirators for other IDLH atmospheres are specified by 29 CFR 1910.134 (d)(2)(ii).

G. Selection of high efficiency filters:

1. All high efficiency filters shall have a nominal efficiency rating of 100 (99.97-percent effective) when tested against 0.3-micrometer monodisperse diethyl-hexyl phthalate (DOP) particles.
2. Choose N-, R-, or P-series filters based upon the presence or absence of oil particles.
  - a. N-series filters shall only be used for non-oil solid and water based aerosols or fumes.
  - b. R- and P-series filters shall be used when oil aerosols or fumes (i.e., lubricants, cutting fluids, glycerin, etc.) are present. The R-series filters are oil resistant and the P-series filters are oil proof.
  - c. Follow filter manufacture recommendations.



3. If a vapor hazard exists, use an organic vapor cartridge in combination with the high efficiency filter.
  
- H. Historical airborne fiber level data may serve as the basis for selection of the level of respiratory protection to be used for an abatement task. Historical data provided by the asbestos abatement contractor shall be based on personal air monitoring performed during work operations closely resembling the processes, type of material, control methods, work practices, and environmental conditions present at the site. Documentation of aforementioned results may be requested by the City and/or Third-Party Air Monitor for review. This will not relieve the asbestos abatement contractor from providing personal air monitoring to determine the time-weighted average (TWA) for the work under contract. The TWA shall be determined in accordance with 29 CFR 1926.1101.
  
- I. At no time during actual removal operations shall half-mask air purifying respirators be allowed unless a full 8-hour TWA and excursion limit have been conducted, and reviewed by the Construction Project Manager. If the TWA and excursion limit have not been conducted, a Supplied-Air Respirator (SAR) or Airline Respirator or Self-Contained Breathing Apparatus (SCBA) must be used. Use of single use dust respirators is prohibited for the above respiratory protection.
  
- J. Workers shall be provided with personally issued and individually marked respirators. Respirators shall not be marked with any equipment that will alter the fit of the respirator in any way. Only waterproof identification markers shall be used.
  
- K. Asbestos abatement contractor shall ensure that the workers are qualitatively or quantitatively fit tested by an Industrial Hygienist initially and every 12 months thereafter with the type of respirator he/she will be using.
  
- L. Whenever the respirator design permits, workers shall perform the positive and negative air pressure fit test each time a respirator is worn. Powered air-purifying respirators shall be tested for adequate flow as specified by the manufacturer.
  
- M. No facial hairs (beards) shall be permitted to be worn when wearing respiratory protection that requires a mask-to-face seal.
  
- N. If a worker wears glasses, a spectacle kit to fit their respirator shall be provided by the asbestos abatement contractor at the asbestos abatement contractor's expense.
  
- O. Respiratory protection maintenance and decontamination procedures shall meet the following requirements:
  1. Respiratory protection shall be inspected and decontaminated on a daily basis in accordance with OSHA 29 CFR 1910.134 (b); and



2. High efficiency filters for negative pressure respirators shall be changed after each shower; and
  3. Respiratory protection shall be the last piece of worker protection equipment to be removed. Workers must wear respirators in the shower when going through decontamination procedures as stated in Section 3.03 and/or 3.04.
  4. Airline respirators with high efficiency filtered disconnect shall be disconnected in the equipment room and worn into the shower. Powered air-purifying respirator face pieces shall be worn into the shower. Filtered/power pack assemblies shall be decontaminated in accordance with manufacturers recommendations; and
  5. Respirators shall be stored in a dry place and in such a manner that the face-piece and exhalation valves are not distorted; and
  6. Organic solvents shall not be used for washing of respirators.
- P. Authorized visitors shall be provided with suitable respirators and instruction on the proper use of respirators whenever entering the Work Area. Qualitative fit test shall be done to ensure proper fit of respirator.

#### **1.16 PROTECTIVE CLOTHING**

- A. Provide worker protection as required by the most stringent OSHA and/or EPA standards applicable to the work. Provide to all workers, foremen, superintendents, authorized visitors and inspectors, protective disposable clothing consisting of full body coveralls, head covers, gloves and 18-inch high boot type covers or reusable footwear.
- B. In addition to personal protective equipment for workers, the asbestos abatement contractor shall make available at each worksite at least four (4) additional uniforms and required respiratory equipment each day for personnel who are authorized to inspect the work site. He/she shall also provide, for the duration of the work at any site involving a decontamination unit for worksite access, a lockable storage locker for use by the Construction Project Manager. In addition to respiratory masks for workers, the asbestos abatement contractor must have on hand at the beginning of each work day, at least four (4) masks each with three sets of fresh filters, for use by personnel who are authorized to inspect the worksite and are medically qualified to don a respirator. The asbestos abatement contractor shall check for proper fit of the respirators of all City personnel authorized to enter the Work Area.



- C. Asbestos handlers involved in tent procedures shall wear two (2) disposable suits, including gloves, hood and footwear, and appropriate respiratory equipment. All street clothes shall be removed and stored in a clean room within the work site. The double layer personal protective equipment shall be used for installation of the tent and throughout the procedure, if a decontamination unit (with shower and clean room) is contiguous to the Work Area, only one (1) layer of disposable personal protective equipment shall be required; in this case, prior to exiting the tent the worker shall HEPA vacuum and wet clean the disposable suit.
- D. The outer disposable suit (if 2 suits are worn) shall be removed and remain in the tent upon exiting. Following the tent disposal and work site clean up the workers shall immediately proceed to a shower at the work site. The inner disposal unit and respirator shall be removed in the shower after appropriate wetting. The disposal clothing shall be disposed of as asbestos-containing waste material. The workers shall then fully and vigorously shower with supplied liquid bath soap, shampoo, and clean dry towels.
- E. Coveralls: provide disposable full-body coveralls and disposable head covers. Require that they be worn by all workers in the Work Area. Provide a sufficient number for all required changes for all workers in the Work Area.
- F. Boots: provide work boots with non-skid soles, and where required by OSHA, foot protection, for all workers. Provide boots at no cost to workers. Paint uppers of all boots yellow with waterproof enamel. Do not allow boots to be removed from the Work Area for any reason after being contaminated with ACM and/or dust.
- G. Hard Hats: provide hard hats as required by OSHA for all workers, and provide a minimum of four spares for Inspectors, visitors, etc. Label all hats with same warning label as used on disposal bags. Require hard hats to be worn at all times that work is in progress that may cause potential head injury. Provide hard hats of the type with polyethylene strap suspension. Require hats to remain in the Work Area throughout the work. Thoroughly clean and decontaminate and bag hard hats prior to removing them from the Work Area at the end of the work.
- H. Goggles: provide eye protection (goggles) as required by OSHA for all workers involved in any activity that may potentially cause eye injury. Require them to be worn at all times during these activities. Thoroughly clean and decontaminate goggles before removing them from the Work Area.
- I. Gloves: provide work gloves to all workers, of the type dictated by the Work and OSHA Standards. Do not remove gloves from the Work Area. Dispose of as asbestos contaminated waste at the end of the work. Gloves shall be worn at all times, except during Work Area Preparation activities that do not disturb ACM.



- J. Reusable footwear, hard hats and eye protection devices shall be left in the contaminated Equipment Room until the end of the Asbestos Abatement Work.
- K. Disposable protective clothing shall be discarded and disposed of as asbestos waste every time the wearer exits from the workspace to the outside through the decontamination facility.
- L. Adequate supplies of disposable coveralls, head covers and foot covers shall be maintained by the asbestos abatement contractor for authorized representatives who may inspect the Work Area.

### **1.17 AIR MONITORING - ASBESTOS ABATEMENT CONTRACTOR**

- A. Asbestos abatement contractor shall employ a qualified industrial hygiene firm to conduct OSHA personal exposure monitoring air samples in accordance with OSHA Regulations, 1926.1101 (Asbestos Standards for Construction) to establish representative full shift monitoring data, per task, to determine respiratory protection. The asbestos abatement contractor may submit representative Personal exposure monitoring data for a project of similar size and complexity in lieu of performing monitoring in accordance with OSHA 29CFR 1926.1101.
- B. The asbestos abatement contractor shall ensure that a qualified industrial hygiene laboratory for OSHA personal exposure monitoring is utilized. Such laboratory shall be a current proficient participant in the American Industrial Hygiene Association (AIHA) PAT Program. The laboratory shall be accredited by the AIHA and New York State Department of Health Environmental Laboratory Approval Program (ELAP).
- C. Sampling and analysis methods shall be per NIOSH 7400A.
- D. Test Reports:
  - 1. Promptly process and distribute one copy of the test results, to the Commissioner via email.
  - 2. Prompt reports are necessary so that if required, modifications to work methods and/or practices may be implemented as soon as possible.
  - 3. Asbestos abatement contractor shall post the personal exposure monitoring results at the jobsite within 24 hours of receipt of the results.





- E. Competent person shall conduct inspections and provide written reports daily. Inspections will include checking the standard operating procedures, engineering control systems, respiratory protection and decontamination systems, packaging and disposal of asbestos waste, and any other aspects of the project which may affect the health and safety of the people and environment.
- F. All costs for required the asbestos abatement contractor's air monitoring shall be borne by the asbestos abatement contractor.
- G. The City reserves the right to conduct air and surface dust sampling in conjunction with and separate from the Third-Party Air Monitor for the purposes of Quality Assurance.

### **1.18 THIRD PARTY MONITORING AND LABORATORY**

- A. The NYCDDC, at its own expense, will employ the services of an independent Third Party Air Monitoring Firm and Laboratory. The Third Party Air Monitor will perform air sampling activities and project monitoring at the Work Site.
- B. The Laboratory will perform analysis of air samples utilizing Phase Contrast Microscopy (PCM) and/or Transmission Electron Microscopy (TEM). This laboratory shall meet the standards stated in Paragraph 1.17. B.
- C. Observations will include, but not be limited to, checking the standard operating procedures, engineering control systems, respiratory protection, decontamination systems, packaging and disposal of asbestos waste, and any other aspects of the project that may affect the health and safety of the environment, Asbestos abatement contractor, and/or facility occupants.
- D. The Third Party Air Monitoring Firm and the designated Project Monitor shall have access to all areas of the asbestos removal project at all times and shall continuously inspect and monitor the performance of the asbestos abatement contractor to verify that said performance complies with this Specification. The Third-Party Air Monitor shall be on site throughout the entire abatement operation.
- E. The NYCDDC will be responsible for costs incurred with the Third Party Air Monitoring Firm and laboratory work. Any subsequent additional testing required due to limits exceeded during initial testing shall be paid for by the Asbestos abatement contractor.
- F. At a minimum, air sampling shall be conducted in accordance with the following schedule:



Abatement Activity	Pre-Abatement	During Abatement	Post- Abatement
Equal to or greater than 10,000 square feet or 10,000 linear feet of ACM	PCM	PCM	TEM
Less than 10,000 square feet or 10,000 linear feet of ACM	PCM	PCM	PCM

Note: TEM is acceptable wherever PCM is required.

G. The number of air samples required per stage of abatement and size of abatement project is listed in the table below:

		Pre-Abatement	During Abatement	Post Abatement
Large Asbestos Projects				
1.	Full Containment	10	5	10
2.	Glovebag inside Tent	5 <sup>a</sup>	5 <sup>a</sup>	5 <sup>a</sup>
3.	Exterior Foam and Vertical Surfaces	-	5 <sup>c</sup>	5 <sup>d</sup>
4.	Interior Foam	10	5 <sup>c</sup>	10 <sup>d</sup>
Small Asbestos Projects				
1.	Full Containment	6	3	6
2.	Glovebag inside Tent	3 <sup>b</sup>	3 <sup>b</sup>	3 <sup>b</sup>
3.	Tent	3 <sup>b</sup>	3 <sup>b</sup>	3 <sup>b</sup>
4.	Exterior Foam and Vertical Surfaces	-	3 <sup>c</sup>	3 <sup>d</sup>
5.	Interior Foam	6	3 <sup>c</sup>	6 <sup>d</sup>
Minor Projects				
1.	Glovebag inside Tent	-	-	1 <sup>d</sup>
2.	Tent	-	-	1 <sup>d</sup>
3.	Exterior Foam and Vertical Surfaces	-	-	1 <sup>d</sup>
4.	Interior Foam	-	-	1 <sup>d</sup>

<sup>a</sup>if more than three (3) tents then two (2) samples required per enclosure.

<sup>b</sup>if more than three (3) tents then one (1) sample required per enclosure.

<sup>c</sup>samples shall be taken within the work area(s).

<sup>d</sup>area sampling is required only if:

- visible emissions are detected during the project
- during-abatement area sampling results exceeded 0.01 f/cc or the pre-abatement area sampling result(s) for interior projects where applicable.
- work area to be reoccupied is an interior space at a school, healthcare, or daycare facility.

H. Prior to commencement of abatement activities, the Third Party Air Monitoring Firm will collect a minimum number of area samples inside each homogeneous work area.

1. Samples will be taken during normal occupancy activities and circumstances at the work site.



2. Samplers shall be located within the proposed work area and at all proposed isolation barrier locations.
  3. Samples shall be analyzed using PCM.
  4. The number of samples to be collected will be determined by the size of the project and the abatement methods to be utilized.
- I. Frequency and duration of the air sampling during abatement shall be representative of the actual conditions during the abatement. The size of the asbestos project will be a factor in the number of samples required to monitor the abatement activities. The following minimum schedule of samples shall be required daily.
1. For large asbestos projects employing full containment, area air sampling shall be performed at the following locations:
    - a. Two area samples outside the work area in uncontaminated areas of the building, remote from the decontamination facilities.
      - (1) Primary location selection shall be within 10 feet of isolation barriers.
      - (2) Where negative ventilation exhaust runs through uncontaminated building areas, one of the area samples will be required in these areas to monitor any potential fiber release.
      - (3) Where exhaust tubes have been grouped together in banks of up to five (5) tubes, with each tube exhausting separately and the bank of tubes terminating together at the same controlled area, one area air sample shall be taken.
    - b. One area sample within the uncontaminated entrance to each decontamination enclosure system.
    - c. Where adjacent non-work areas do not exist, an exterior area sample shall be taken.
    - d. One area sample within 5 feet of the unobstructed exhaust from a negative pressure ventilation system exhausting indoors but not within a duct.
    - e. One area sample outside, but within 25 feet of, the building or structure, if the entire building or structure is the work area.



2. For large asbestos projects involving interior foam method, area air sampling shall be performed at the following sampling locations:
  - a. One area sample taken outside the work area within 10 feet of isolation barriers.
  - b. One area sample taken within the uncontaminated entrance to each worker decontamination and waste decontamination enclosure system.
  - c. One area sample within 5 feet of the unobstructed exhaust from a negative pressure ventilation system exhausting indoors but not within a duct, if applicable.
  - d. Three area samples inside the work area.
  - e. One area sample where the negative ventilation exhaust ducting runs through uncontaminated building areas, if applicable.
3. For large asbestos projects employing the glovebag procedure within a tent, a minimum of five continuous air samples shall be taken concurrently with the abatement for each work area, unless there are more than three enclosures, in which case two area samples per enclosure are required.
  - a. Four area samples taken outside the work area within ten feet of tent enclosure(s).
  - b. One area sample taken within the uncontaminated entrance to each worker and waste decontamination enclosure system.
  - c. One area sample within five feet of the unobstructed exhaust from a negative pressure ventilation system exhausting indoors, but not within a duct, if applicable.
  - d. One area sample where negative ventilation exhaust ducting runs through uncontaminated building areas, if applicable.
4. For large asbestos projects involving exterior foam method or removal of ACM from vertical surfaces, a minimum of five continuous area samples shall be taken concurrently with the abatement for each work area using the following minimum requirements:
  - a. Three area samples inside the work area and remote from the decontamination systems.



- b. One area sample within the uncontaminated entrance to each worker and waste decontamination enclosure system.
    - c. One area sample outside the work area within 25 feet of the building or structure, if the entire building or structure is the work area.
    - d. One area sample inside the building or structure at the egress point to the work area, if applicable.
  5. For small asbestos projects employing full containment, a minimum of three continuous area samples shall be taken concurrently with the abatement for each work area at the following locations:
    - a. Two area samples taken outside the work area within ten feet of the isolation barriers.
    - b. One area sample within the uncontaminated entrance to each worker or waste decontamination enclosure system.
    - c. One area sample within five feet of the unobstructed exhaust from a negative pressure ventilation system exhausting indoors, but not within a duct, if applicable.
    - d. One area sample where negative ventilation exhaust ducting runs through an uncontaminated building area, if applicable.
  6. Tent Procedures:

For projects involving more than 25 linear feet or 10 square feet, a minimum of three continuous samples shall be taken concurrently throughout abatement.
- J. Post-abatement clearance air monitoring for projects not solely employing glove-bag procedures shall include a minimum number of area samples inside each homogeneous work area and outside each homogeneous work area (five samples inside/five samples outside for Large Projects and three samples inside/three samples outside for Small Projects). In addition to the five sample inside/five sample outside minimum for Large Projects, one additional representative area sample shall be collected inside and outside the work area for every 5,000 square feet above 25,000 square feet of floor space where ACM has been abated.
- K. Post-abatement clearance air monitoring for Small Projects solely employing glove-bag procedures is not required unless one or more of the following events occurs. In such cases, post-abatement clearance air monitoring procedures shall be followed. The events requiring post-abatement clearance air monitoring are:



1. The integrity of the glove-bag was compromised,
  2. Visible emissions are detected outside the glove-bag, and/or
  3. Ambient levels exceed 0.01 f/cc during abatement.
- L. Monitoring requirements for other than post-abatement clearance air monitoring are as follows:
1. The sampling zone for indoor air samples shall be representative of the building occupants' breathing zone.
  2. If possible, outdoor ambient and baseline samplers should be placed about 6 feet above the ground surface in reasonable proximity to the building and away from obstructions and drafts that may unduly affect airflow.
  3. For outdoor samples, if access to electricity and concerns about security dictate a rooftop site, locations near vents and other structures on the roof that would unduly affect airflow shall be avoided.
  4. Air sampling equipment shall not be placed in corners of rooms or near obstructions such as furniture.
  5. Samples shall have a chain of custody record.
- M. Post-abatement clearance air monitoring requirements are as follows:
1. Sampling shall not begin until at least one hour after wet cleaning has been completed and no visible pools of water or condensation remain.
  2. Samplers shall be placed at random around the work area. If the work area contains the number of rooms equivalent to the number of required samples based on floor area, a sampler shall be placed in each room. When the number of rooms is greater than the required number of samples, a representative sample of rooms shall be selected.
  3. The representative samplers placed outside the work area but within the building shall be located to avoid any air that might escape through the isolation barriers and shall be approximately 50 feet from the entrance to the work area, and 25 feet from the isolation barriers.
- N. The following aggressive sampling procedures shall be used within the work area during all clearance air monitoring:
1. Before starting the sampling pumps, use forced air equipment (such as a one



horsepower leaf blower) to direct exhaust air against all walls, ceilings, floors, ledges and other surfaces in the work area. This pre-sampling procedure shall take at least five minutes per 1,000 square feet of floor area; then

2. Place a 20-inch diameter fan in the center of the room. Use one fan per 10,000 cubic feet of room space. Place the fan on slow speed and point it toward the ceiling.
3. Start the sampling pumps and sample for the required time or volume.
4. Turn off the pump and then the fan(s) when sampling is completed.
5. Collect a minimum number of area samples inside and outside each homogeneous work area (five inside/five outside samples for Large Projects and three inside/three outside samples for Small Projects). In addition to the minimum for Large Projects, one representative area samples shall be collected inside and outside the work area for every 5,000 square feet above 25,000 square feet of floor space where ACM has been abated.

O. For post-abatement monitoring, area samples shall conform to the following schedule:

<b>Area Samples for Analysis by</b>	<b>Minimum Volume</b>	<b>Flow Rate</b>
PCM	1,800 liters	5 to 15 liters/minute
TEM	1,250 liters	1 to 10 liters/minute

1. Each homogeneous work area that does not meet the clearance criteria shall be thoroughly re-cleaned using wet methods, with the negative pressure ventilation system in operation. New samples shall be collected in the work area as described above. The process shall be repeated until the work site meets the clearance criteria.
2. For an asbestos project with more than one homogeneous work area, the release criterion shall be applied independently to each work area.
3. Should airborne fiber concentrations exceed the clearance criteria, the asbestos abatement contractor shall re-clean the work area utilizing wet wiping and HEPA-vacuumping techniques. Following completion of re-cleaning activities, the Third-Party Air Monitor will perform an observation of the Work Area. If the Third-Party Air Monitor determines that the work was performed in accordance with the specifications, the appropriate settling period will be observed and additional air sampling will be performed.
4. All costs resulting from additional air tests and observations shall be borne



by the asbestos abatement contractor. These costs may include, but are not limited to, labor, analysis fees, materials, and expenses.

5. After the area has been found to be in compliance, the asbestos abatement contractor may remove Isolation Barriers and perform final cleaning as specified.

**P. Clearance and/or Re-occupancy Criteria:**

1. The clearance criteria shall be applied to each homogeneous work area independently.
2. For PCM analysis, the clearance air monitoring shall be considered satisfactory when each of the 5 inside/5 outside samples for Large Projects and/or 3 inside/3 outside samples for Small Projects is less than or equal to 0.01 f/cc or the background concentrations, whichever is greater.
3. For TEM analysis, the clearance air monitoring shall be considered satisfactory when the requirements stated in 40 CFR Part 763, Subpart E, Appendix A, Section IV are met.
4. As soon as the air monitoring tests are completed and analyzed, the Third-Party Air Monitor will send the results of such tests to the City and notify the Asbestos abatement contractor.
5. The asbestos abatement contractor shall initiate the appropriate closeout process in DEP ARTS within 24 hours of the Re-occupancy letter being issued by the Third-Party Air Monitoring Firm. This will allow the Third-Party Air Monitoring Firm to complete and submit the ACP-15 forms for each specific work area.
6. The asbestos abatement contractor shall provide the ACP-20 and ACP-21 forms to the general contractor within 48 hours of receipt by DEP.

**1.19 TAMPERING WITH TEST EQUIPMENT**

All parties to this Contract are hereby notified that any tampering with testing equipment will be considered an attempt at falsifying reports and records to federal and state agencies and each offense will be prosecuted under applicable state and federal criminal codes to the fullest extent possible.

**1.20 GUARANTEE**

- A. Work performed in compliance with this Contract shall be guaranteed for a period of one year from the date the completed work is accepted by the City.





- B. The asbestos abatement contractor shall not be held liable for the guarantee where the repair required under the guarantee is a result of obvious abuse or vandalism, as determined by the Commissioner.
- C. The City will notify the asbestos abatement contractor in writing regarding defects in work under the guarantee.

## **PART 2 – PRODUCTS**

### **2.01 MATERIAL HANDLING**

- A. Deliver all materials to the job site in their manufacturer's original container, with the manufacturer's label intact and legible.
  - 1. Maintain packaged materials with seals unbroken and labels intact until time of use.
  - 2. Store all materials on pallets, away from any damp and/or wet surface. Cover materials in order to prevent damage and/or contamination.
  - 3. Promptly remove damaged materials and unsuitable items from the job site, and promptly replace with material meeting the specified requirements, at no additional cost to the City.
- B. The Construction Project Manager may reject as non-complying such material and products that do not bear identification satisfactory to the Construction Project Manager as to manufacturer, grade, quality and other pertinent information.

### **2.02 MATERIALS**

- A. Wetting agents: (Surfactant) shall consist of resin materials in a water base, which have been tested to ensure materials are non-toxic and non-hazardous. Surfactants shall be installed according to the manufacturer's written instructions.
- B. Encapsulants: Liquid material which can be applied to asbestos-containing material which temporarily controls the possible release of asbestos fibers from the material or surface either by creating a membrane over the surface (bridging encapsulant) or by penetrating into the material and binding its components together (penetrating encapsulant). A thin coat of lockdown encapsulant shall be applied to all surfaces in the work area which were not the subject of removal or abatement, including the cleaned layer of the surface barriers, but excepting sprinklers, standpipes, and other active elements of the fire suppression system.



- C. During abatement activities, replacement materials shall be stored outside the work area in a manner to prevent contamination. Materials required for the asbestos project (i.e., plastic sheeting, replacement filters, duct tape, etc.) shall be stored to prevent damage or contamination.
- D. Framing Materials and Doors: As required to construct temporary decontamination facilities and isolation barriers. Lumber shall be high grade, new, finished one side and fire retardant.
- E. Fire Retardant Polyethylene Sheeting: minimum uniform thickness of 6-mil. Provide largest size possible to minimize seams. All materials used in the construction of temporary enclosures shall be noncombustible or fire-retardant in accordance with NFPA 701 and 255.
- F. Fire Retardant Reinforced Polyethylene Sheeting: For covering floor of decontamination units, provide translucent, nylon reinforced or woven polyethylene laminated, fire retardant polyethylene sheeting. Provide largest size possible to minimize seams, minimum uniform thickness 6-mil. All materials used in the construction of temporary enclosures shall be noncombustible or fire-retardant in accordance with NFPA 701 and 255.
- G. Drums: Asbestos-transporting drums, sealable and clearly marked with warning labels as required by OSHA and EPA.
- H. Polyethylene Disposal Bags: Asbestos disposal bags, minimum of fire retardant 6-mil thick. Bags shall be clearly marked with warning labels as required by OSHA and EPA.
- I. Signs: Asbestos warning signs for posting at perimeter of Work Area, as required by OSHA and EPA.
- J. Waste Container Bag Liners and Flexible Trailer Trays: One piece leak-resistant flexible tray with absorbent pad.
- K. Tape: Provide tape which is of high quality with an adhesive that is formulated to aggressively stick to sheet polyethylene.
- L. Spray Adhesive: Provide spray adhesive in aerosol cans which is specifically formulated to stick tenaciously to sheet polyethylene.
- M. Flexible Duct: Spiral reinforced flex duct for air filtration devices.
- N. Protective Clothing: Workers shall be provided with sufficient sets of properly fitting, full-body, disposable coveralls, head covers, gloves, and 18-inch high



boot-type foot covers. Protective clothing shall conform to OSHA Standard 29 CFR 1926.1101.

- O. Surfactants, strippers, sealers, or any other chemicals used shall be non-carcinogenic and non-toxic.
- P. Materials used in the construction of temporary enclosures shall be noncombustible or fire-retardant in accordance with NFPA 701 and 255.

### **2.03 TOOLS AND EQUIPMENT**

- A. Air Filtration Device (AFD): AFDs shall be equipped with High Efficiency Particulate Air (HEPA) filtration systems and shall be approved by and listed with Underwriter's Laboratory.
- B. Scaffolding: All scaffolding shall be designed and constructed in accordance with OSHA (29 CFR 1926/1910), New York City Building Code, and any other applicable federal, state and local government regulations. Whenever there is a conflict or overlap of the above references the most stringent provisions are applicable. All scaffolding and components shall be capable of supporting without failure a minimum of four times the maximum intended load, plus an allowance for impact. All scaffolding and staging must be certified in writing by a Professional Engineer licensed to practice in the State of New York.
  - 1. Equip rungs of all metal ladders, etc., with an abrasive, non-slip surface.
  - 2. Provide non-skid surface on all scaffold surfaces subject to foot traffic. Scaffold ends and joints shall be sealed with tape to prevent penetration of asbestos fibers.
- C. Transportation Equipment: Transportation Equipment, as required, shall be suitable for loading, temporary storage, transit and unloading of asbestos contaminated waste without exposure to persons or property. Any temporary storage containers positioned outside the building for temporary storage shall be metal, closed and locked.
- D. Vacuum Equipment: All vacuum equipment utilized in the Work Area shall utilize HEPA filtration systems.
- E. Vacuum Attachments: Soft Brush Attachment, Asbestos Scraper Tool, Drill Dust Control Kit.
- F. Electric Sprayer: An electric airless sprayer suitable for application of encapsulating material and shall be approved by and listed with Underwriters Laboratory.



- G. Water Sprayer: The water sprayer shall be an airless or other low-pressure sprayer for amended water application.
- H. Water Atomizer: Powered air-misting device equipped with a ground fault interrupter and equipped to operate continuously.
- I. Brushes: All brushes shall have nylon bristles. Wire brushes are excluded from use due to their potential to shred asbestos fibers into small, fine fibers.
- J. Power tools used to drill, cut into, or otherwise disturb ACM shall be manufacturer-equipped with HEPA filtered local exhaust ventilation. Abrasive removal methods, including the use of beadblasters, are prohibited.
- K. Other Tools and Equipment: Asbestos abatement contractor shall provide other suitable tools for the stripping, removal, encapsulation, and disposal activities including but not limited to: hand-held scrapers, sponges, rounded-edge shovels, brooms, and carts.
- L. Fans and Leaf Blower: Provide Leaf Blower (one leaf blower per floor) and one 20-inch diameter fans for each 10,000 cubic feet of Work Area volume to be used for aggressive sampling technique for clearance air testing.
- M. Fire Extinguishers: At least one fire extinguisher with a minimum rating 2-A:10-B:C shall be required for each work place. In the case of large asbestos projects, at least two such fire extinguishers shall be required.
- N. First Aid Kits: Asbestos abatement contractor shall maintain adequately stocked first aid kits in the clean rooms of the decontamination units and within Work Areas. The first aid kit shall be approved by a licensed physician for the work to be performed under this Contract.
- O. Water Service:
  - 1. Temporary Water Service Connection: All connections to the Facilities water system shall include back flow protection. Valves shall be temperature and pressure rated for operation of the temperature and pressures encountered. After completion of use, connections and fittings shall be removed without damage or alteration to existing water piping, and equipment. Leaking or dripping fittings/valves shall be repaired and or replaced as required.
  - 2. Water Hoses: Employ new heavy-duty abrasion-resistant hoses with a pressure rating greater than the maximum pressure of the water distribution system to provide water into each Work Area and to each Decontamination



Enclosure Unit. Provide fittings as required for connection to existing wall hydrants or spouts, as well as temporary water heating equipment, branch piping, showers, shut-off nozzles and equipment.

3. **Water Heater:** Provide UL rated 40-gallon electric water heaters to supply hot water for Personal Decontamination Enclosure System Shower. Activate from 30 Amp Circuit breakers located within the Decontamination Enclosure sub panel. Provide relief valve compatible with water heater operations, pipe relief valve down to drip pan at floor level with type 'L' copper piping. Drip pans shall be 6-inch deep and securely fastened to water heater. Wiring of the water heater shall comply with NEMA, NECA, and UL standards.

P. **Electrical Service:**

1. **General:** Comply with applicable NEMA, NEC and UL standards and governing regulations for materials and layout of temporary electric service.
2. **Temporary Power:** Provide service to decontamination unit sub panel with minimum 60 AMP, two pole circuit breaker or fused disconnect connected to the building's main distribution panel. Sub panel and disconnect shall be sized and equipped to accommodate all electrical equipment required for completion of the work.
3. **Voltage Differences:** Provide identification warning signs at power outlets that are other than 110-120 volt power. Provide polarized outlets for plug-in type outlets, to prevent insertion of 110-120 volt plugs into higher voltage outlets. Dry type transformers shall be provided where required to provide voltages necessary for work operations.
4. **Ground Fault Protection:** Equip all circuits for any purpose entering Work Area with ground fault circuit interrupters (GFCI). Locate the GFCIs outside the Work Area so that all circuits are protected prior to entry to Work Area. Provide circuit breaker type ground fault circuit interrupters (GFCI) equipped with test button and reset switch for all circuits to be used for any purpose in Work Area, decontamination units, exterior, or as otherwise required by NECA, OSHA or other authority.
5. **Power Distribution System:** Provide circuits of adequate size and proper characteristics for each use. In general run wiring overhead, and rise vertically where wiring will be least subject to damage from operations.
6. **Temporary Wiring:** In the Work Area shall be type UF non-metallic sheathed cable located overhead and exposed for surveillance. Provide liquid tight enclosures or boxes for all wiring devices. Do not wire temporary lighting with plain, exposed (insulated) electrical conductors.



7. Electrical Power Cords: Use only grounded extension cords; use hard service cords where exposed to traffic and abrasion. Use single lengths of cords only.
8. Temporary Lighting: All lighting within the Work Area shall be liquid and moisture proof and designed for the use intended.
  - a. Provide sufficient temporary lighting to ensure proper workmanship everywhere; by combined use of daylight, general lighting, and portable plug-in task lighting.
  - b. Provide lighting in the Decontamination Unit as required to supply a minimum 50-foot candle light level.
9. If electrical circuits, machinery, and other electrical systems in or passing through the work area must stay in operation due to health and safety requirements, the following precautions must be taken:
  - a. All unprotected cables, except low-voltage (less than 24 volts) communication and control system cables, panel boxes of cables and joints in live conduit that run through the work area shall be covered with three (3) independent layers of six (6) mil fire retardant polyethylene. Each layer shall be individually duct taped and sealed. All three (3) layers of polyethylene sheeting shall be left in place until satisfactory clearance air sampling results have been obtained.

## **2.04 CLEANING**

- A. Throughout the construction period, the asbestos abatement contractor shall maintain the building as described in this Section.
  1. The asbestos abatement contractor shall prevent building areas other than the Work Area from becoming contaminated with asbestos-containing dust or debris. Should areas outside the Work Area become contaminated with asbestos-containing dust or debris as a consequence of the asbestos abatement contractor's work practices, the asbestos abatement contractor shall be responsible for cleaning these areas in accordance with the procedures appended in Title 15, Chapter 1 of RCNY and NYS DOL ICR56. All costs incurred in cleaning or otherwise decontaminating non-Work Areas and the contents thereof shall be borne by the asbestos abatement contractor at no additional cost to the City.
  2. The asbestos abatement contractor shall provide to all personnel and laborers the required equipment and materials needed to maintain the specified standard of cleanliness.



**B. General**

1. Waste water from asbestos removal operations, including shower water, may be discharged into the public sewer system only after approved filtration is on operation to remove asbestos fibers.
2. Asbestos wastes shall be double bagged in six mil fire retardant polyethylene bags approved for ACM disposal and shall be properly labeled and handled before disposal.
3. All waste generated shall be bagged, wrapped or containerized immediately upon removal. The personal and waste decontamination enclosure systems and floor and scaffold surfaces shall be HEPA vacuumed and wet cleaned at the end of each work shift at a minimum.
4. The asbestos abatement contractor shall use corrugated cartons or drums for disposal of asbestos-containing waste having sharp edged components (e.g., nails, screws, metal lathe and tin sheeting) that may tear polyethylene bags and sheeting. The waste within the drums or cartons must be double bagged.
5. The asbestos abatement contractor shall transport all bags of waste to disposal site in thirty gallon capacity metal or fiber drums with tight lids, or in locked steel dumpster.
6. Dumping of debris, waste or bagged waste will not be permitted.
7. The waste decontamination enclosure system shall be wet cleaned twice using wet cleaning methods upon completion of waste removal. When the worker decontamination enclosure shower room alternates as a waste container wash room, the shower room shall be washed immediately with cloths or mops saturated with a detergent solution prior to wet cleaning.
8. Excessive water accumulation or flooding in the work area shall require work to stop until the water is collected and disposed of properly.
9. ACM shall be collected utilizing rubber dust pans and rubber squeegees.
10. HEPA vacuums shall not be used on wet materials unless specifically designed for that purpose.
11. Metal shovels shall not be used within the work area.



12. Mastic solvent when used will be applied in moderation (e.g., by airless sprayer). Saturation of the concrete floor with mastic solvent must be avoided.
13. The asbestos abatement contractor shall retain all items in the storage area in an orderly arrangement allowing maximum access, not impeding traffic, and providing the required protection of all materials.
14. The asbestos abatement contractor shall not allow accumulation of scrap, debris, waste material, and other items not required for use in this work. When asbestos contaminated waste must be kept on the work site overnight or longer, it shall be double bagged and stored in accordance with New York City Department of Sanitation (DSNY) regulation Title 16 Chapter 8, and Federal, State and City laws.
15. At least twice a week (more if necessary), the asbestos abatement contractor shall completely remove all scrap, debris and waste material from the job site.
16. The asbestos abatement contractor shall provide adequate storage space for all items awaiting removal from the job site, observing all requirements for fire protection and concerns for the environment.
17. All respiratory protection equipment shall be selected from the latest NIOSH Certified Equipment list.
18. Daily and more often, if necessary, the asbestos abatement contractor shall inspect the Work Areas and adjoining spaces, and pick up all scrap, debris, and waste material. All such items shall be removed to the place designated for their storage.
19. Weekly, and more often, if necessary, the asbestos abatement contractor shall inspect all arrangements of materials stored on the site; re-stack and tidy them or otherwise service them to meet the requirements of these Specifications.
20. The asbestos abatement contractor shall maintain the site in a neat and orderly condition at all times.





## **PART 3 – EXECUTION**

### **3.01 WORKER DECONTAMINATION FACILITY**

#### **A. Large Asbestos Projects:**

1. Provide a worker decontamination facility in accordance with, Title 15, Chapter 1, OSHA Standard 29 CFR 1926.1101, 12NYCRR Part 56 and as specified herein. Unless approved by NYCDEP and the City, worker decontamination facilities shall be attached to the Work Areas

#### **a. Structure:**

- (1) Use modular systems or build using wood or metal frame studs, joists, and rafters placed at a maximum of 16 inches on-center.
- (2) When worker decontamination unit is located outdoors, in areas with public access, or in correctional facilities, frame work shall be lined with minimum 3/8" thickness fire rated plywood sheathing. Sheathing shall be caulked or taped airtight at all joints and seams.
- (3) Interior shall be covered with two layers of fire retardant 6-mil polyethylene sheeting, with a minimum overlap of 12 inches at seams. Seal seams airtight using tape and adhesive. The interior floor shall be covered with two (2) layers of reinforced fire-retardant polyethylene sheeting with a minimum overlap on the walls of 12 inches.
- (4) Entrances to the decontamination unit shall be secured with lockable hinged doors. Doors shall be open at all times when abatement operations are in progress. Doors shall be louvered to allow for air movement through the decontamination units into Work Area.

- b. **Curtained Doorways:** A device to allow ingress or egress from one room to another while permitting minimal air movement between the rooms.

- c. **Air Locks:** Air locks shall consist of two curtained doorways placed a minimum of three feet apart. The curtained doorways shall consist of 3 overlapping sheets of fire retardant 6-mil polyethylene sheeting, with alternating entrances and weighted at the bottom.



- d. Decontamination Enclosure System shall be placed adjacent to the Work Area and shall consist of three totally enclosed chambers, separated from Work Area and each other by airlocks, as follows:
- (1) **Equipment Room:** The equipment room shall have a curtain doorway to separate it from the Work Area, and share a common airlock with the shower room. The equipment room shall be large enough to accommodate at least one worker (allowing them enough room to remove their protective clothing and footwear), and a fire retardant 6-mil disposal bag for collection of discarded clothing and equipment. The equipment room shall be utilized for the storage of equipment and tools after decontamination using a HEPA-vacuum and/or wet cleaning. A one-day supply of replacement filters, in sealed containers, for HEPA-vacuums and negative air machines, extra tools, containers of surfactant, and other materials and equipment required for the project shall be stored here. A walk-off pan filled with water shall be placed in the Work Area just outside the equipment room for persons to clean foot coverings when leaving the Work Area. Contaminated footwear and reusable work clothing shall be stored in this room.
  - (2) **Shower Room:** The shower room shall have two airlocks (one that separates it from the equipment room and one that separates it from the clean room). The shower room shall contain at least one shower, with hot and cold water adjustable at the tap, per six workers. Careful attention shall be given to the shower to ensure against leaking of any kind and shall contain a rigid catch basin at least six inches deep. Asbestos abatement contractor shall supply towels, shampoo and liquid soap in the shower room at all times. Shower water shall be continuously drained, collected, and filtered through a system with at least a 5-micron particle size collection capacity. A system containing a series of several filters with progressively smaller pore sizes shall be used to avoid rapid clogging of the filters by large particles. Pumps shall be installed, maintained and utilized in accordance with manufacturer's recommendations. Filtered water shall be discharged in accordance with applicable codes. Contaminated filters shall be disposed of as asbestos waste.
  - (3) **Clean Room:** The clean room shall share a common airlock with the shower room and shall have a curtained doorway to separate it from outside non-contaminated areas. Lockers, for



storage of workers' street clothing, and shelves, for storing respirators, shall be provided in this area. Clean disposable clothing, replacement filters for respirators, and clean dry towels shall be provided in the clean room. The clean room shall not be used for the storage of tools, equipment or other materials.

**B. Small Asbestos Projects:**

1. Provide a worker decontamination facility in accordance with, Title 15, Chapter 1, OSHA Standard 29 CFR 1926.1101, 12NYCRR Part 56 and as specified herein. Unless approved by NYCDEP and the City, worker decontamination facilities shall be attached to the Work Areas.
2. The worker decontamination enclosure system shall consist of, at a minimum, an equipment room, a shower room, and a clean room separated from each other and from the work area by curtained doorways. The equipment storage, personnel gross decontamination and removal of disposal clothing shall occur in the equipment room prior to entering the shower. All other requirements shall be the same as described above for a large asbestos project.
3. For small asbestos projects with only one exit from the work area, the shower room may be used as a waste washroom. The clean room shall not be used for waste storage. All other requirements shall be the same as described above for a large asbestos project.

- C. Decontamination Enclosure System Utilities: Lighting, heat, and electricity shall be provided as necessary by the Asbestos abatement contractor, and as specified herein.

**3.02 WASTE DECONTAMINATION FACILITY**

**A. Large Asbestos Project (Small Project Option)**

1. Provide a worker decontamination facility in accordance with, Title 15, Chapter 1, OSHA Standard 29 CFR 1926.1101, 12NYCRR Part 56 and as specified herein. Unless approved by NYCDEP and the City, worker decontamination facilities shall be attached to the Work Areas.
  - a. Structure:
    - (1) Use modular systems or build using wood or metal frame studs, joists, and rafters placed at a maximum of 16 inches on-center.



- (2) When worker decontamination unit is located outdoors, in areas with public access, or in correctional facilities, frame work shall be lined with minimum 3/8" thickness fire rated plywood sheathing. Sheathing shall be caulked or taped airtight at all joints and seams.
  - (3) Interior walls shall be covered with two layers of fire retardant 6-mil polyethylene sheeting, with a minimum overlap of 12 inches at seams. Seal seams airtight using tape and adhesive. The interior floor shall be covered with two (2) layers of reinforced fire-retardant polyethylene sheeting with a minimum overlap on the walls of 12 inches.
  - (4) Entrances to the decontamination unit shall be secured with lockable hinged doors. Doors shall be open at all times when abatement operations are in progress. Doors shall be louvered to allow for air movement through the decontamination units into the Work Area.
- b. **Curtained Doorways:** A device to allow ingress or egress from one room to another while permitting minimal air movement between the rooms.
  - c. **Air Locks:** Air locks shall consist of two curtained doorways placed a minimum of three feet apart. The curtained doorways shall consist of 3 overlapping sheets of fire retardant 6-mil polyethylene sheeting, with alternating entrances and weighted at the bottom.
  - d. **Decontamination Enclosure System** shall be located outside the work area and attached to all locations through which ACM waste will be removed from the work area and shall consist of two totally enclosed chambers, separated from the Work Area and each other by airlocks, as follows:
    - (1) **Washroom:** An equipment washroom shall have two air locks (one separating the unit from the Work Area and one common air lock that separates it from the holding area). The washroom shall have facilities for washing material containers and equipment. Gross removal of dust and debris from contaminated material containers and equipment shall be accomplished in the Work Area, prior to moving to the washroom.
- B. **Holding Area:** A holding area shall share a common air lock with the equipment washroom and shall have a curtained doorway to outside areas. A hinged, lockable door



shall be placed at the holding area entrance to prevent unauthorized access into the Work Area.

C. Small Asbestos Project:

1. The worker decontamination enclosure system shall consist of, as a minimum, an equipment room, a shower room, and a clean room separated from each other and from the work area by curtained doorways. The equipment storage, personnel gross decontamination and removal of disposal clothing shall occur in the equipment room prior to entering the shower. All other requirements shall be the same as described above for a large asbestos project.
2. For small asbestos projects with only one exit from the work area, the shower room may be used as a waste washroom. The clean room shall not be used for waste storage. All other requirements shall be the same as described above for a large asbestos project.

D. Decontamination Enclosure System Utilities: Lighting, heat, and electricity shall be provided as necessary by the Asbestos abatement contractor, and as specified herein.

**3.03 PERSONNEL ENTRANCE AND DECONTAMINATION PROCEDURES FOR REMOVAL OPERATIONS UTILIZING REMOTE DECONTAMINATION FACILITIES**

- A. All individuals who enter the Work Area shall sign the entry log, located in the clean room, upon each entry and exit. The log shall be permanently bound and shall fully identify the facility, agents, asbestos abatement contractor(s), the project, each Work Area, and worker respiratory protection employed. The asbestos handler supervisor shall be responsible for the maintenance of the log during the abatement activity. The log shall be submitted to the NYC DDC within 48 hours of request.
- B. Each worker shall remove street clothes in the clean room; wear two disposable suits, including gloves, hoods and non-skid footwear; and put on a clean respirator (with new filters) before entering the Work Area.
- C. Each worker shall, before leaving the Work Area or tent, clean the outside of the respirators and outer layer of protective clothing by wet cleaning and/or HEPA-vacuuming. The outer disposable suit shall be removed in the airlock prior to proceeding to the Worker Decontamination Unit. The inner disposable suit and respirator shall be wet wiped and HEPA vacuumed thoroughly before removing and prior to aggressive shower.



- D. Following showering and drying off, each worker or authorized visitor shall proceed directly to the clean room, dress in street clothes, and exit the decontamination enclosure system immediately.

**3.04 PERSONNEL ENTRANCE AND DECONTAMINATION PROCEDURES FOR REMOVAL OPERATIONS UTILIZING ATTACHED DECONTAMINATION FACILITIES**

- A. All workers and authorized visitors shall enter the Work Area through the worker decontamination facility.
- B. All individuals who enter the Work Area shall sign the entry log, located in the clean room, upon each entry and exit. The log shall be permanently bound and shall identify fully the facility, agents, asbestos abatement contractor(s), the project, each Work Area and worker respiratory protection employed. The site supervisor shall be responsible for the maintenance of the log during the abatement activity. The log shall be submitted to the NYC DDC within 48 hours of request.
- C. Each worker or authorized visitor shall, upon entering the job site, remove street clothes in the clean room and put on a clean respirator with filters, and clean protective clothing before entering the Work Area through the shower room and equipment room.
- D. Each worker or authorized visitor shall, each time he leaves the Work Area, remove gross contamination from clothing before leaving the Work Area; proceed to the equipment room and remove clothing except the respirator; still wearing the respirator, proceed to the shower room; clean the outside of the respirator with soap and water while showering; remove filters, wet them, and dispose of them in the container provided for that purpose; wash and rinse the inside of the respirator; and thoroughly shampoo and wash himself/herself.
- E. Following showering and drying off, each worker or authorized visitor shall proceed directly to the clean room, dress in street clothes, and exit the decontamination enclosure system immediately. Disposable clothing of the type worn inside the Work Area is not permitted outside the Work Area.

**3.05 MAINTENANCE OF DECONTAMINATION ENCLOSURE FACILITIES AND BARRIERS**

The following procedures shall be followed during abatement activities.

- A. All polyethylene barriers inside the work place and partitions constructed to isolate the Work Area from occupied areas shall be inspected by the asbestos handler supervisor at least twice per shift.



- B. Smoke tubes shall be used to test the integrity of the Work Area barriers and the decontamination enclosure systems daily before abatement activity begins and at the end of each shift.
- C. Damage and defects in the decontamination enclosure system shall be repaired immediately upon discovery. The decontamination enclosure system shall be maintained in a clean and sanitary condition at all times.
- D. At any time during the abatement activity, if visible emissions are observed, or elevated asbestos fiber counts outside the Work Area are measured, or if damage occurs to barriers, abatement shall stop. The source of the contamination shall be located, the integrity of the barriers shall be restored and extended to include the contaminated area, and visible residue shall be cleaned up using appropriate HEPA-vacuuming and wet cleaning.
- E. Inspections and observations shall be documented in the daily project log by the asbestos handler supervisor.
- F. The daily inspection to ensure that exits have been checked against exterior blockage or impediments to exiting shall be documented in the log book. If exits are found to be blocked, abatement activities shall stop until the blockage is cleared.

### **3.06 MODIFICATIONS TO HVAC SYSTEMS**

- A. Shut down, isolate or seal, all existing HVAC units, fans, exhaust fans, perimeter convection air units, supply and/or return air ducts, etc., situated in, traversing or servicing the work zone.
- B. Seal all seams with duct tape. Wrap entire duct with a minimum of two layers of fire retardant 6-mil polyethylene sheeting. All shutdowns are to be coordinated with the Facility. Where systems must be maintained, i.e., traversing Work Areas to non-Work Areas, only supply ducts will be maintained, protect as described above. All returns must be blanked off in Work Area and adjacent areas, including floor above and below Work Area. When required Asbestos abatement contractor shall apply for a clarification from NYCDEP. The Asbestos abatement contractor shall implement the following engineering procedures:
  - 1. Maintenance of a positive pressure within the HVAC system of 0.01 inch water gauge (or greater) with respect to the ambient pressure outside the Work Area. The conditions for this system shall be maintained and be operational 24 hours per day from the initiation of Work Area preparation until successful final air clearance. Positive pressurization of HVAC system shall be applied only under the direction and control of professional engineer, or other knowledgeable licensed professional;



2. The positive pressurization of the duct shall be tested, inspected and recorded both at the beginning and at the end of each shift;
  3. The positive pressurization shall be monitored using instrumentation which will provide a written record of pressurization and that will trigger an audible alarm, if the static pressure falls below the set value;
  4. The supply air fan and the supply air damper for the active positive-pressurized duct shall be placed in the manual “on” positions to prevent shutdown by fail-safe mechanisms;
  5. The return air fan and the return air dampers shall be shut down and locked-out;
  6. All the seams of the HVAC ducts that pass through the Work Area shall be sealed;
  7. The HVAC ducts that pass through the Work Area shall be covered with two (2) layers of fire retardant 6-mil polyethylene sheeting, and all seams and edges of both layers shall be sealed airtight;
  8. The supply air fans, return air fans, and all dampers servicing the Work Area itself shall be shut down and locked-out. All openings within the Work Area of supply and return air ducts shall be sealed with 3/8-inch fire rated plywood and two layers of fire retardant 6-mil polyethylene;
  9. When abatement occurs during periods while the HVAC system is shut down an alternative method of pressurization of the duct passing through the Work Area should be employed (e.g., by low-pressure “blowers”, etc., directly coupled into the duct). Item #4 above shall be deleted and shall be replaced by the requirement to set the dampers of the HVAC duct in the manual closed positions, in order to effect pressurization.
- C. Asbestos abatement contractor to coordinate this item with the Facility and Construction Project Manager at the commencement of work. Where present HVAC systems (ducts) service an area and that air system cannot be shut down, asbestos abatement contractor shall isolate and seal the ducts, both supply and return, at the boundary of that zone.
1. To isolate, cap, or seal a duct, the asbestos abatement contractor shall remove insulation from duct (if necessary), then disconnect linkage to fold shut all fire dampers. Asbestos abatement contractor shall seal all edges and seams with caulk and duct-tape.





2. Asbestos abatement contractor shall then cut existing duct and fold metal in and secure with approved fasteners. Asbestos abatement contractor shall caulk and duct-tape all seams and edges.
  3. All ducts shall then be completely wrapped and sealed with duct-tape and three (3) layers of reinforced polyethylene sheeting.
  4. All ducts shall be restored to original working order at the end of the project.
- D. Where present HVAC systems (ducts) service occupied areas (non-Work Areas), the Asbestos abatement contractor shall blank off the ducts.
1. To isolate or seal the return duct, the asbestos abatement contractor shall remove any insulation (if necessary) from the duct. Then disconnect linkage to fold shut all fire dampers and insert a fiberglass board within the duct. Asbestos abatement contractor shall seal all edges and seams with caulk, duct-tape and three (3) layers of reinforced polyethylene sheeting.
  2. All isolation of return ducts and any other activity that requires removal of ceiling by the asbestos abatement contractor shall be conducted under controls. Work is to be coordinated with the Construction Project Manager and the Facility and is described as follows:
    - a. Work shall occur as scheduled.
    - b. Horizontal surfaces near the blanking operations shall be protected with fire retardant 6-mil polyethylene sheeting.
    - c. Plastic drapes shall be used to enclose the immediate area.
    - d. Asbestos abatement contractor to position and operate air filtration devices and HEPA-vacuums in the area to clean space after blanking operations.
    - e. All personnel involved with this work shall receive personal protection (i.e., respirators and disposable suits).
- E. Upon loss of negative pressure or electric power, all work activities in an area shall cease immediately and shall not resume until negative pressure and/or electric power has been fully restored. When a power failure or loss of negative pressure lasts, or is expected to last, longer than thirty (30) minutes, the following sequence of events shall occur.
1. All make up air inlets shall be sealed airtight.



2. All decontamination facilities shall be sealed airtight after evacuation of all personnel from the Work Area.
3. All adjacent areas shall be monitored for potential fiber release upon discovery of and subsequently throughout, power failure.

### **3.07 LOCKOUT OF HVAC SYSTEMS, ELECTRIC POWER, AND ACTIVE BOILERS**

Prior to the start of any prep work, the asbestos abatement contractor shall employ skilled tradesmen with limited asbestos licenses for the following work:

- A. Disable all ventilating systems or other systems bringing air into or exhausting air out of the Work Area. Disable system by disconnecting wires removing circuit breakers, by lockable switch or other positive means to ensure against accidental re-starting of equipment.
- B. Lock out power to the Work Area by switching off all breakers and removing them from panels or by switching and locking entire panel. Label panel with following notation: "DANGER CIRCUIT BEING WORKED ON". Give all keys to Facility.
- C. Lock out power to circuits running through Work Area whenever possible by switching off and removing breakers from panel. If circuits must remain live, the Facility shall notify asbestos abatement contractor in order that he may secure a variance from NYCDEP. The asbestos abatement contractor shall protect all conduit and wires to remain and label all active circuits at intervals not to exceed 3 feet with tags having the following notation: "DANGER LIVE ELECTROCUTION HAZARD". The asbestos abatement contractor shall label all circuits in all locations including hidden locations that may be affected by the work in a similar manner.
- D. All boilers and other equipment within the work area shall be shut down, locked out, tagged out and the burner/boiler/equipment accesses and openings shall be sealed until abatement activities are complete. If the boiler or other exhausted equipment will be subject to abatement, all breeching, stacks, columns, flues, shafts, and double-walled enclosures serving as exhausts or vents shall be segregated from the affected boiler or equipment and sealed airtight to eliminate potential chimney effects within the work area.

## **PART 4 – PREPARATION OF WORK AREA AND REMOVAL PROCEDURES**

### **4.01 REMOVAL OF ASBESTOS-CONTAINING MATERIAL**

- A. Asbestos abatement contractor Responsibility

Asbestos abatement contractor shall be responsible for the proper removal of ACM from



the Work Area using standard industry techniques. The Third-Party Air Monitor representative shall observe the Work.

1. General Requirements:

- a. Removal of ACM shall be performed using wet methods. Dry removal of ACM is prohibited.
- b. Spray ACM with amended water with sufficient frequency and quantity to enhance penetration. Sufficient time shall be allowed for amended water to penetrate the material to the substrate prior to removal. All ACM shall be thoroughly wetted while work is being conducted.
- c. Accumulation of standing water on the floor of the Work Area is prohibited.
- d. Apply removal encapsulants, when used, in accordance with the manufacturer's recommendations and guidelines.
- e. Containerize ACM immediately upon detachment from the substrate. Alternately, ACM may be dropped in to a flexible catch basin and promptly bagged. Detached ACM is not permitted to lie on the floor for any period of time. Excess air within the bag shall be removed before sealing. ACM shall not be dropped from a height of greater than 10 feet. Above 10 feet, dust free inclined chutes may be used. Maximum inclination from horizontal shall be 60-degrees for all chutes.
- f. Exits from the work area shall be maintained, or alternative exits shall be established, in accordance with section 1027 of the New York City Fire Code. Exits shall be checked at the beginning and end of each work shift against blockage or impediments to exiting.
- g. Signs clearly indicating the direction of exits shall be maintained and prominently displayed within the work area.
- h. No smoking signs shall be maintained and prominently displayed within the work place.
- i. At least one fire extinguisher with a minimum rating 2-A:10-B:C shall be required for each work place. In the case of large asbestos projects, at least two such fire extinguishers shall be required.



- j. If the containment area of an asbestos project covers the entire floor of the affected building, or an area greater than 15,000 square feet on any given floor, the installation of a negative air cut off switch or switches shall be required at a single location outside the work place, such as inside a stairwell, or at a secured location in the ground floor lobby when conditions warrant. The required switch or switches shall be installed by a licensed electrician pursuant to a permit issued by the Department of Buildings. If negative pressure ventilation equipment is used on multiple floors the cut off switch shall be able to turn off the equipment on all floors.
- B. Removal of ACM Utilizing Full Containment Procedures shall be as follows:
1. Preparation Procedures:
    - a. Ensure that the Third-Party Air Monitor has performed area monitoring and established a background count prior to the preparatory operations for each removal area, as applicable.
    - b. Shut down, isolate, and lock out or tag heating, ventilating, and air conditioning (HVAC) systems which serve or which pass through the Work Area. Vents within the Work Area and seams in HVAC components shall be sealed with tape and two layers of fire retardant polyethylene sheeting. Filters in HVAC systems shall be removed and treated as asbestos contaminated waste.
    - c. Shut down, disconnect, and lock out or tag all electric power to the Work Area so that there is no possibility of its reactivation until after clearance testing of the Work Area.
    - d. Provide and install decontamination enclosure systems in accordance with Sections 3.01 and 3.02 of this Section.
    - e. Remove ACM that may be disturbed by the erection of partitions using tent procedures and wet removal methods. Removal shall be limited to a one-foot wide strip running the length/height of the partition.
    - f. Pre-clean and remove moveable objects from the Work Area. Pre-cleaning shall be accomplished using HEPA-vacuum and wet-cleaning techniques. Store moveable objects at a location determined by the City.
    - g. Protect carpeting that will remain in the Work Area.



- (1) Pre-clean carpeting utilizing wet-cleaning techniques.
  - (2) Install a minimum of two layers of fire retardant 6-mil reinforced polyethylene sheeting over carpeting.
  - (3) Place a rigid flooring material, minimum thickness of 3/8-inch, over polyethylene sheeting.
- h. Pre-clean all fixed objects to remain within the Work Area using HEPA-vacuum and wet-cleaning techniques.
  - i. Seal fixed objects with two individual layers, minimum, of 6-mil fire retardant polyethylene sheeting.
  - j. Pre-clean entire Work Area utilizing HEPA-vacuum and wet-cleaning techniques. Methods of cleaning that raise dust; such as dry sweeping or use of vacuum equipment not equipped with HEPA-filters, is prohibited.
  - k. Install isolation barriers (i.e., sealing of all openings, including but not limited to windows, corridors, doorways, skylights, ducts, grills, diffusers, and other penetrations within the Work Area) using two layers of 6-mil fire retardant polyethylene sheeting and duct-tape.
  - l. Construct rigid framework to support Work Area barriers.
    - (1) Framework shall be constructed using 2-inch by 4-inch wooden or metal studs placed 16 inch on center when existing walls and/or ceiling do not exist for all openings greater than 32 square feet. Framework is not required except where one dimension is one foot or less or the opening will be used as an emergency exit.
    - (2) Apply a solid construction material, minimum thickness of 3/8-inch to the Work Area side of the framing. In secure interior areas, not subject to access from the public or building occupants, an additional layer of 6-mil fire retardant polyethylene sheeting may be substituted for the rigid construction material.
    - (3) Caulk all wall, floor, ceiling, and fixture joints to form a leak tight seal.
  - m. Seal floor drains, sumps, shower tubs, and other collection devices with two layers of 6-mil fire retardant plastic and fire rated plywood,



as necessary, and provide a system to collect all water used by the asbestos abatement contractor. Collected water shall be passed through a water filtration system prior to being discharged into the sanitary sewer.

- n. Remove ceiling mounted objects not previously sealed that will interfere with removal operations. Mist object and surrounding ACM with amended water prior to removal to minimize fiber dispersal. Clean all moveable objects using HEPA-vacuum and wet-cleaning techniques prior to removal from the Work Area.
- o. Fiberglass insulation with intact coverings shall be protected in place during abatement activities. These materials shall be protected with two layers of 6-mil fire retardant polyethylene sheeting as isolation barriers and two additional layers of 6-mil fire retardant polyethylene sheeting serving as primary and secondary surface barriers.
- p. Install and initiate operation of Air Filtration Devices (AFD)s to provide a negative pressure and a minimum of four air changes per hour within the Work Area relative to surrounding non-Work Areas. Do not shut down AFDs until the Work Area is released to the City following final clearance procedures. The use of HEPA-filtered vacuum to produce a negative air pressure inside the enclosure is prohibited.
- q. Maintain emergency and fire exits from the Work Area or establish alternative exits satisfactory to the local fire officials. Emergency exits and routes shall be established and clearly marked with florescent paint or other effective designations to permit easy location from anywhere within the Work Area. Cutting tools (e.g., knife, razor) shall be attached to the work area side of the sheeting for use in the event that the barrier must be cut open to allow egress. Emergency exits shall be secured to prevent access from uncontaminated areas and yet permit emergency exiting. Exits shall be checked daily against exterior blockage or impediments to exiting.
- r. Temporary lighting within the Work Area and decontamination system shall be provided as required to achieve minimum illumination levels.
- s. Hand power tools used to drill, cut into, or otherwise disturb ACM shall be manufacturer-equipped with HEPA filtered local exhaust ventilation.
- t. Prior to being plasticized, the Work Areas shall be cleaned using



HEPA vacuum equipment and/or wet cleaning methods as appropriate. Methods that raise dust, such as dry sweeping or vacuuming with equipment not equipped with HEPA filters, shall not be used.

- u. Plasticize the area after pre-cleaning, using the following procedures.
  - (1) Cover floors with one layer of 6-mil fire retardant polyethylene sheeting, turning layer a minimum of 6 inches up wall, and seal layer to wall.
  - (2) Cover walls with one layer of 6-mil fire retardant polyethylene sheeting, overlapping wall layer a minimum of 6 inches, and seal layer to floor layer.
  - (3) Cover floors with a second layer of 6-mil fire retardant polyethylene sheeting, turning layer a minimum of 12 inches up wall, and seal layer to wall.
  - (4) Cover walls with a second layer of fire retardant 6-mil polyethylene sheeting, overlapping wall layer a minimum of 12 inches, and seal layer to floor layer.
  - (5) In areas where demolition is required to access ACM, a layer of fire retardant 6-mil reinforced polyethylene sheeting shall be placed on the floor of the enclosure.
  - (6) Perform demolition required to access ACM. Debris resulting from demolition activities shall be disposed of as ACM waste as described in this Specification.
  - (7) Repeat preparation of areas accessed by demolition activities as described above.
- v. Suspended ceiling tiles and T-grid components shall remain in place until the preparation of the Work Area below the ceiling tiles are completed and personnel and equipment decontamination enclosures have been constructed.
- w. Scaffolds shall be provided for workers engaged in work that cannot safely be performed from the ground or other solid Work Area surface.
- x. Means of egress shall not be obstructed by hardwall barriers.
- y. Pre-Removal Inspections.



- (1) Prior to removal of any ACM, the asbestos abatement contractor shall notify the Third-Party Air Monitor and request a pre-removal inspection. Posting of warning signs, building of decontamination enclosure systems, and all other preparatory steps have been taken prior to notification of the Third-Party Air Monitor.
  - (2) Asbestos abatement contractor shall correct any deficiencies observed by Third-Party Air Monitor at no additional cost to City.
  - (3) Following the Third-Party Air Monitor's approval of the Work Area preparations, removal of ACM may commence.
2. Removal of ACM Within Full Containment:
- a. Mist material with amended water. Allow sufficient time for the amended water to penetrate the material to be removed.
  - b. Remove the material using hand tools such as scrapers or putty knives. Wire-mesh or wood lathe reinforcing, when present, shall be cut into manageable pieces and disposed of as ACM.
  - c. Remove any residual material from the substrate using wet cleaning methods and nylon-bristled hand brushes.
  - d. Place the removal material immediately into a properly labeled fire retardant 6-mil polyethylene bag. All material shall be properly containerized and decontaminated prior to removal from the Work Area.
  - e. Following the completion of removal of insulation, all visible residue shall be removed from the substrate.
3. Following Removal of ACM utilizing Full Containment Procedures:
- a. First Cleaning:
    - (1) Remove any visible accumulation of asbestos material and debris. HEPA-vacuuming and wet cleaning shall be performed on all surfaces inside the Work Area. All sealed drums, plastic bags, and equipment used in the Work Area shall be removed from the Work Area.





- (2) Upon request of the asbestos abatement contractor, the Third-Party Air Monitor will perform a visual inspection. Evidence of asbestos contamination identified during the inspection will necessitate further cleaning as heretofore specified.
  - (3) Remove first layer of plastic sheathing inside the Work Area. The isolation barriers and decontamination facility shall remain in place and be utilized.
- b. Second Cleaning:
- (1) After the first cleaning, the Work Area shall be vacated for twelve hours to allow fibers to settle.
  - (2) All objects and surfaces in the Work Area shall be HEPA - vacuumed and wet cleaned for a second cleaning.
  - (3) A thin coat of lockdown encapsulant shall be applied to all plastic covered surfaces in the Work Area.
  - (4) When the encapsulant is dry, second layer of polyethylene sheeting on the walls, ceiling and floors shall be removed. Do not remove seals from doors, windows, Isolation Barriers or disconnect the negative pressure equipment.
- c. Third Cleaning:
- (1) A minimum of four hours after the second cleaning, all the surfaces in the Work Area shall be HEPA-vacuumed and wet cleaned for a third cleaning.
  - (2) Upon the request of the asbestos abatement contractor, the Third-Party Air Monitor will do final visual inspection for re-occupancy. Evidence of asbestos contamination identified during the inspection will necessitate further cleaning as heretofore specified.
  - (3) When the Work Area passes the Third-Party Air Monitor's visual re-occupancy inspection, air sampling shall not begin until at least one hour after the completion of the third cleaning. The Third-Party Air Monitor shall perform air monitoring using aggressive testing techniques. The Third-Party Air Monitor will approve re-occupancy if the specified fiber count in the Work Area is achieved according to the Third-Party Air Monitor.



- (4) When the Work Area passes the re-occupancy test, all controls and seals established shall be removed.
  - (5) The cleaned layer of the surface barriers shall be removed from walls and floors.
  - (6) The isolation barriers shall remain in place throughout cleanup. Decontamination enclosure systems shall remain in place and be utilized. A thin coat of lockdown encapsulant shall be applied to all surfaces in the work area which were not the subject of removal or abatement, including the cleaned layer of the surface barriers, but excepting sprinklers, standpipes, and other active elements of the fire suppression system.
- d. Final Barrier Removal:
- (1) Upon receipt of acceptable clearance testing results, polyethylene sheeting and Isolation Barriers shall be removed and disposed accordingly as asbestos-containing material.
  - (2) The area surrounding the abatement work place shall be cleaned of any visible debris utilizing HEPA vacuum and wet methods.
- e. The Third-Party Air Monitor will conduct a final visual observation. Approval must be granted prior to break down of decontamination facility and asbestos abatement contractor demobilization.
- C. Removal of ACM Roofing and Flashing Materials utilizing NYC DEP § 1-107 Foam Procedure for Roof Removal shall be as follows:
1. Preparation procedures:
    - a. These procedures apply only to the removal of asbestos-containing roofing material (ACRM) from exterior roof surfaces. The work area on the roof shall be cordoned off with clearly visible barriers such as caution tape, and only authorized persons shall have access.
    - b. The foam or viscous liquid shall be non-toxic, shall not require special respiratory protection for handling, and shall not affect the handling and disposal of the waste.
    - c. The foam or viscous liquid shall coat and maintain a stable blanket (minimum 1” thickness) for the duration of the removal process and shall leave an identifiable colored residue when it dissipates.



- d. The foam or viscous liquid shall wet the ACRM. The ACRM shall be kept wet through the bagging process.
- e. Persons entering the work area shall wear correctly-fitting, good traction rubber boots.
- f. Abatement shall not be carried out during adverse weather conditions (e.g., precipitation, high winds, ambient temperature below 32 degrees Fahrenheit, etc.).
- g. The worker decontamination unit may be attached to each work area at an entry/exit from each work area, or may be remote, in which case it shall be equipped with an airlock at the entrance. In addition to the shower head(s), the shower room shall be equipped with a flexible hose for waste decontamination for removal of less than 1,000 square feet of ACRM. For 1,000 square feet or more of ACRM removal, a separate waste decontamination facility shall be located at an entry/exit from each work area. Remote holding areas for the asbestos containing waste shall comply with Title 16, Chapter 8, Rules of the City of New York (16 RCNY 8 et. seq.).
- h. Movable objects shall be removed from the work area, or kept in place and wrapped in one sheet of fire retardant 6 mil plastic sheeting.
- i. Provisions shall be made to ensure a safe and adequate air supply to affected building(s). All vents, skylights, air intakes, windows and doors opening onto the roof, and all other openings shall be sealed with 2 layers of fire retardant 6 mil plastic or fitting with HEPA filters when appropriate. Temporary extensions may be installed to a height of 10 feet to ensure adequate air exchange instead of sealing vents, air intakes, etc., with 2 layers of plastic or HEPA filters. Drains may be equipped with 5 micron filtering system in lieu of being sealed.
- j. Fixed objects including perimeter walls, bulkheads, cooling towers, ducts and other rooftop appurtenances shall be covered in one sheet of fire retardant 6 mil plastic up to a height of at least six feet.
- k. **THE ASBESTOS ABATEMENT CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTION OF THE INTERIOR SPACES BENEATH THE ROOF.**
- l. All office equipment and furniture, including but not limited to desks, chairs, computers, printers, cabinets, etc., carpeted and wooden floors shall be covered with one layer of 6- mil plastic sheeting.



- m. THE ASBESTOS ABATEMENT CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGE THAT MAY OCCUR IN THE INTERIOR SPACES, INCLUDING BUT NOT LIMITED TO OFFICE EQUIPMENT, FURNITURE, FLOORS, ETC., BENEATH THE ROOF DURING ALL PHASES OF THE ROOF ABATEMENT.
- n. The asbestos abatement contractor shall provide temporary roof protection consisting of 10-mil polyethylene sheeting following abatement over the open roof areas. Strict coordination with the General Asbestos abatement contractor, Construction Project Manager and/or Architect is required and necessary during this phase of abatement.
- o. Preliminary examination shall be conducted and precautions shall be taken to prevent damage to the interior of the building, including but not limited to office equipment, furniture, carpeted and wooden floors, etc., and to ensure no adverse effect on the structural stability of the roof due to the abatement activity.
- p. Abatement activities shall not be carried out during adverse weather conditions (e.g., precipitation, heavy winds, etc.).
- q. The floor area between the remote decontamination facility and the Work Area must be protected with 2 layers of 6-mil. polyethylene sheeting suitably anchored.
- r. Provisions shall be made to ensure a safe and adequate air supply to affected building(s). All vents, skylights, air intakes, windows and doors opening onto the roof, and all other openings are to be sealed with two layers of 6-mil plastic or fitted with HEPA-filters where appropriate. In lieu of sealing vents, air intakes, etc., with two layers of plastic or HEPA-filters, temporary extensions may be installed to a height of 10 feet to ensure adequate air exchange. Drains may be equipped with 5 micron filtering systems in lieu of being sealed.
- s. Pre-Removal Inspections:
  - (1) Prior to removal of any ACM, the Asbestos abatement contractor shall notify the Third-Party Air Monitor and request a pre-removal inspection. Posting of warning signs, building of decontamination enclosure systems, and all other preparatory steps have been taken prior to notification of the Third-Party Air Monitor.



- (2) Asbestos abatement contractor shall correct any deficiencies observed by Third-Party Air Monitor at no additional cost to City.
  - (3) Following the Third-Party Air Monitor's approval of the Work Area preparations, removal of ACM may commence.
2. Removal of ACM Roofing and Flashing Materials:
- a. The asbestos abatement contractor shall be responsible for the removal of all roofing components, including multiple layers of built-up membrane, tar, vapor barrier and/or flashing down to the substrate/deck.
  - b. Prior to actual removal, the built-up roofing shall be blanketed and wetted with a minimum 1" coating of the acceptable foam or viscous liquid which shall be maintained for the duration of the removal until the material is bagged. The foam or viscous liquid shall be confined to the work area.
  - c. Hand-held power tools used to drill, cut into, or otherwise disturb the ACRM shall be equipped with the HEPA-filtered local exhaust ventilation and operated to prevent potential fiber release.
  - d. Abatement shall not be performed in adverse weather conditions (e.g., precipitation, heavy winds, etc.). Asbestos abatement contractor shall protect all exposed roof during adverse weather conditions.
  - e. Portable HEPA-vacuum machines shall be available during abatement.
  - f. After the ACM removal and bagging, the bagged waste shall be HEPA-vacuumed, and then wet-cleaned and transferred into the shower room for double bagging. The double-bagged waste shall be transferred outside the clean room for its final transfer for storage in an enclosed waste container.
3. Following Removal of ACM Roofing and/or Flashing:
- a. Upon completion of the abatement in roof work area, clean-up procedures shall involve removal and bagging of:
  - b. The asbestos containing roofing material (ACRM)



- c. Visible accumulations of asbestos containing waste
- d. All excess foam or similar viscous liquid
- e. All debris, and shall be followed by a thorough wet cleaning.
- f. All tools shall be wet cleaned and HEPA-vacuumed, and then removed from the work area upon completion.
- g. Following the removal of all debris, the work area shall be thoroughly wet cleaned. The work area shall be allowed to dry completely before the visual inspection is conducted. The inspection shall confirm the absence in the work area of:
  - (1) ACM, debris, bagged ACM waste,
  - (2) Excess foam or other viscous liquid.
- h. If the work area fails visual inspection, it shall undergo another wet cleaning and/or HEPA vacuuming until it passes the visual inspection.
- i. When the visual inspection and clearance testing is successful, all plastic may be removed.
- j. Air monitoring shall be conducted in accordance with the relevant provisions of Air sampling shall be conducted in compliance with NYC DEP Title 15 Chapter 1, §1-41 Air Sampling Schedule.

#### **4.02 MAINTENANCE OF CONTAINED WORK AREA AND DECONTAMINATION ENCLOSURE SYSTEMS**

- A. Ensure that barriers are installed in a manner appropriate to the expected weather conditions during the project and for its duration. Repair damaged barriers and remedy defects immediately upon their discovery. Visually inspect barriers at the beginning and end of each work period.
- B. Visually inspect non-Work Areas and the decontamination enclosure system for water leakage. Check the floor below, ceiling and walls, and view beneath/or around the decontamination enclosure system, for signs of leakage. Perform the visual inspection a minimum of two times for each 8-hour work shift.



## **PART 5 – ASBESTOS WASTE MANAGEMENT**

### **5.01 ACM WASTE REQUIREMENTS**

- A. The asbestos abatement contractor and all sub-asbestos abatement contractors are specifically alerted to the illegal practice of combining asbestos-containing waste (ACW) from one project with the ACW of other projects without using the services of a permitted waste transfer station as defined by 6 NYCRR Part 360 and 364. As part of the shop drawing submittals, the asbestos abatement contractor must submit for approval the proposed method of transportation and disposal that will be utilized to manage the ACW of this Contract. If a permitted transfer station is to be used, the cost shall be included in the work. The asbestos abatement contractor must submit a waste manifest consistent with whatever approved method is utilized as part of the invoicing and payment procedures.
- B. The asbestos abatement contractor shall maintain compliance with the strictest set of regulations of Title 15, Chapter 1 of RCNY, NYC LL 70/85, NYS DOL ICR 56, USEPA, Asbestos Regulation 40 CFR Section 61.152, 29 CFR 1926.1101, 29 CFR 1910.1200 (F) of OSHA’s Hazard Communication Standards, and other applicable standards.

**NOTE:** Any penalties incurred for failure to comply with any of the above regulations will be the sole responsibility for fines imposed due to negligence of the Asbestos abatement contractor.

- C. When presenting ACW for storage at the generation site, the asbestos abatement contractor shall:
1. Wet down ACW in a manner sufficient to prevent all visible emissions of dust into the air.
  2. Seal material in a leak tight container while wet.
  3. Keep ACW separate from any other waste.
- D. When presenting ACW for storage away from the site of generation, the Asbestos abatement contractor shall:
1. Ensure that ACW has been properly packaged as per requirements above.
  2. Examine the containers of ACW to ensure that there are no breaks in the containers and that no visible dust is being released into the air.



3. If examination reveals damage to a container of ACW the Asbestos abatement contractor or person accepting the waste shall immediately wet down the ACW and repackage it into a clean leak tight container. The subsequent repackaging shall be the financial responsibility of the Asbestos abatement contractor and occur at no extra cost to the City.
  4. Keep ACW separate from any other waste.
- E. When storing ACW – The Asbestos abatement contractor shall:
1. Ensure that the ACW has been sufficiently wetted down in tight containers.
  2. Re-wet and repackage any damaged containers.
  3. Maintain at storage site an adequate supply of spare leak tight containers.
  4. Maintain at storage site an adequate supply of amended water.
  5. Keep ACW separate from any other waste.
  6. Keep ACW in a secured, enclosed, and locked container.
  7. If the asbestos abatement contractor has intention of sorting a quantity of ACW greater than or equal to 50 cubic yards, the Asbestos abatement contractor shall:
    - a. Submit a written request and receive written approval from the City.
- F. When presenting for transport, the asbestos abatement contractor shall:
1. Ensure that ACW has been sufficiently wetted down.
  2. Examine the integrity of the container's airtight seal.
  3. Re-wet and repackage any damaged containers.
  4. Keep ACW separate from all other waste.
  5. Ensure that a person transporting asbestos waste holds a valid permit issued pursuant to law.
  6. Frequency of Waste Removal:
    - a. Properly packaged and labeled asbestos waste shall be removed from the site on a daily basis. Under no circumstance shall asbestos waste be stored on site without written approval from the City. The Waste





Hauler and landfill shall be as indicated on the notifications to regulatory agencies.

- G. Waste Load-out Through Equipment Decontamination Enclosure (Full Decontamination Facility): Place asbestos waste in disposal bags. Large items not able to fit into disposal bags shall be wrapped in one layer of 6-mil thick polyethylene sheeting. Clean outer covering of asbestos waste package by wet cleaning and/or HEPA-vacuuming in a designated part of the Work Area. Move wrapped asbestos waste to the equipment washroom, wet clean each bag or object and place it inside a second disposal bag, or a second layer of 6-mil polyethylene sheeting, as the item's physical characteristics demand. Air volume shall be minimized, and the bags or sheeting shall be sealed airtight with tape.
1. The clean containerized items shall be moved to the equipment decontamination enclosure holding area pending load-out to storage or disposal facilities.
  2. Workers who have entered the equipment decontamination enclosure system from the uncontaminated non-Work Area shall perform load-out of containers from the decontamination enclosure holding area. Dress workers moving asbestos waste to storage or disposal facilities in clean overalls of a color different than from that of coveralls used in the Work Area. Ensure that workers do not enter from uncontaminated areas into the equipment washroom or the Work Area. Ensure that contaminated workers do not exit the Work Area through the equipment decontamination enclosure system.
  3. Thoroughly clean the equipment decontamination enclosure system immediately upon completion of the waste load-out activities, and at the completion of each work shift.
  4. Labeled ACM waste containers or bags shall not be used for non-ACM debris or trash. Any materials placed in labeled containers or bags, including those turned "inside-out", shall be handled and disposed of as ACM waste.
- H. All asbestos materials, wastes, shower water, polyethylene, disposable equipment and supplies shall be disposed of as asbestos contaminated waste, in accordance with the EPA regulation (40 CFR, Section 61.150) and those requirements of the New York Department of Environmental Conservation and New York City Department of Sanitation.
- I. All asbestos materials shall be prepared for transportation in accordance with this specification and all applicable Federal, State, County and City Regulations. asbestos abatement contractor shall submit the following documentation:
1. Where applicable, an EPA Generator's identification number which has been



- obtained from the EPA for all asbestos waste generated from the project.
2. Applicable State Waste Hauler license and registration numbers.
  3. Federal Hazardous Materials Waste Hauler number.
  4. Designated landfill EPA Permit numbers.
- J. Prior to loading asbestos waste the enclosed cargo areas (dumpster) shall be prepared as follows:
1. Clean via HEPA-vacuum and wet wipe techniques the enclosed cargo areas of all visible debris prior to preparing with polyethylene.
  2. Line the cargo area with two layers of 6-mil polyethylene sheeting to prevent contamination from damaged or leaking containers. Floor sheeting shall be installed first and extend up the walls a minimum of 24-inches. Wall sheeting shall be overlapped and taped securely into place.
- K. Asbestos-containing waste shall be placed on level surfaces in the cargo area of the dumpster and shall be packed tightly to prevent any shifting or tipping of the waste during transportation.
- L. Asbestos-containing waste shall not be thrown into or dropped from the dumpster. All material shall be handled carefully to prevent rupture of the containers.
- M. All personnel engaged in handling and loading of asbestos contaminated waste outside of the Work Area shall wear protective clothing. The disposable clothing shall include head, body and foot protection and color of clothing shall be different from abatement personnel in the Work Area. Minimum respiratory protection shall be half face, dual cartridge, air purifying respirators with HEPA-filters.
- N. Asbestos abatement contractor shall immediately clean debris or residue observed on containers or surfaces outside of the Work Area. Cleaning shall be via HEPA equipped wet/dry vacuums only.
- O. All asbestos-containing waste shall be transported from the abatement site to the landfill by a registered Waste Hauler. When transporting ACW:
1. Ensure that the ACW has been sufficiently wetted down in a leak tight container.
  2. Re-wet and repackage any damaged containers.
  3. Maintain at storage site an adequate supply of spare leak tight containers.



4. Maintain at storage site an adequate supply of amended water.
  5. Keep ACW separate from any other waste.
- P. Keep ACW in a secured, enclosed, and locked container.
- Q. Waste transport documents shall conform to the requirements of the U.S. Department of Transportation, Hazardous Materials Transportation Regulation, 49 CFR Part 173 and EPA 40 CFR 61.150 (d)(1)(2). Shipping documents shall be clearly marked with the required designation "RQ Asbestos". Asbestos abatement contractor shall provide a copy of this document to the City.
- R. A uniform hazardous waste manifest shall be prepared by the asbestos abatement contractor and signed by the asbestos abatement contractor each time the asbestos abatement contractor ships a dumpster load of Asbestos-Containing Waste Material. The uniform hazardous waste manifest shall include the site of waste generation, the names and addresses of the Transporter, the asbestos abatement contractor, and the landfill operator with information on the type and number of asbestos-waste containers, time and date. Asbestos abatement contractor shall provide the Construction Project Manager, Third-Party Air Monitor or authorized designated representative with signed copies of the waste manifest before each departure.
- S. Asbestos abatement contractor or his/her Waste Hauler shall transport asbestos-containing waste material from the abatement site directly to the specified disposal site. Asbestos abatement contractor or their Waste Hauler shall not accept material from any other site when transporting asbestos-containing waste material from the abatement site. The authorized DDC representative or Construction Project Manager reserves the right to travel with asbestos abatement contractor's Waste Hauler to the waste disposal site. No intermediate storage of waste material (i.e., asbestos abatement contractor's warehouse) shall be permitted.
- T. Final or progress application for payments will not be processed unless all hazardous waste manifests generated to date have been received and reviewed by the Construction Project Manager.
- U. All asbestos materials, wastes, shower water, polyethylene disposable equipment and supplies shall be disposed of as asbestos contaminated waste, in accordance with the EPA regulation (40 CFR, Section 61.150) and those requirements of the New York State Department of Environmental Conservation and the New York Department of Sanitation.



- V. Asbestos abatement contractor shall transport all sealed drums to a landfill disposal site approved by the Department of Environmental Conservation and the EPA. Transportation shall be performed by a New York State registered Waste Hauler, where required. When presenting the ACW for disposal the Asbestos abatement contractor or sub Asbestos abatement contractor shall:
  - 1. Ensure that waste container is properly labeled according to the National Emission Standard for Hazardous Air Pollutants (NESHAP); Asbestos Revision, 40 CFR, Part 61, Subpart M. The labels shall include the name of the waste generator and the location where the waste was generated.
  - 2. Comply with all applicable orders issued pursuant to asbestos disposal.
  - 3. Ensure that ACW has been sufficiently wetted down.
  - 4. Re-wet and repackage any damaged containers.
  - 5. Keep ACW separate from all other wastes.
- W. Asbestos abatement contractor shall notify the waste disposal site, at least 24 hours prior to transportation of asbestos contaminated waste to be delivered. Asbestos abatement contractor shall determine if a larger notification period is required.
- X. At the site asbestos abatement contractors or Waste Hauler trucks shall approach the dump location as close as possible for unloading asbestos waste. Containers shall be carefully placed in the ground. Do not throw containers from truck.
- Y. Asbestos abatement contractor or Waste Hauler shall inspect containers as they are unloaded at the disposal site. Material in damaged containers shall be repacked in empty containers, as necessary.
- Z. Asbestos abatement contractor or Waste Hauler shall not remove asbestos-containing waste Material from drums unless required to do so by the disposal site City. Used drums shall be disposed of as asbestos-asbestos contaminated waste.
- AA. All personnel engaged in unloading of the containers at the waste site shall wear protective clothing. The disposable clothing shall include head, body and foot protection. Minimum respiratory protection shall be half face, dual cartridge, air purifying respirators with HEPA-filters. Workers shall remove their protective clothing at the disposal site, place it in labeled disposal bags and leave them with the deposited waste shipment.
- BB. For the compaction operation, the asbestos abatement contractor shall ensure that disposal sites personnel have been provided with personal protective equipment by the disposal operator. If the disposal site City has not provided this protective



equipment, the asbestos abatement contractor shall supply protective clothing and respiratory protection for the duration of this operation (PAPR respirators are mandatory).

- CC. If containers are broken or damaged, the asbestos abatement contractor or Waste Hauler shall, using personnel who are properly trained and wearing proper protective equipment, shall repackage the waste in properly labeled containers. Asbestos abatement contractor shall then clean the entire truck and its contents using HEPA-vacuums and wet cleaning techniques until no visible residue is observed.
- DD. Following the removal of all containerized waste, the asbestos abatement contractor shall decontaminate the truck cargo area using HEPA-vacuums and/or wet cleaning techniques until no residue is observed. All 6-mil polyethylene sheeting shall be removed and discarded as asbestos-containing waste material along with contaminated cleaning material and protective clothing, in containers at the disposal site.
- EE. The transporter(s) of all asbestos waste shall not back-haul any items on his return from landfill/disposal site.
- FF. All asbestos waste shall be disposed of in an approved Asbestos Landfill site only.
  - 1. NO PERSON UNDER ANY CIRCUMSTANCES SHALL ABANDON ACW. The same shall be disposed of only by certified persons in approved landfills.
  - 2. A manifest form will be signed by the Landfill documenting receipt and acceptance of the asbestos-containing waste. This manifest will be furnished to the City of New York within thirty calendar days from the project completion date.
  - 3. It is the responsibility of the Asbestos abatement contractor to determine current waste handling, transportation and disposal regulations for the work site and for each waste disposal landfill. The Asbestos abatement contractor must comply fully with these regulations and all appropriate U.S. Department of Transportation, EPA and other Federal, State and Local entities' regulations and all other current legal requirements.
  - 4. The asbestos abatement contractor shall obtain an agreement from the transporter (s) that the practice of "Back-Hauling" will not be engaged in, with respect to any and all waste loads taken from this site during the work.



5. The asbestos abatement contractor will document actual disposal of the waste at the designated landfill by having completed a Disposal Certificate and will provide a copy of the same to the Department of Design and Construction.

## **PART 6 – ACCEPTANCE**

### **6.01 ACCEPTANCE**

Upon satisfactory completion of all decontamination procedures, a certificate will be issued by the Construction Project Manager with copies to all parties.

- A. A letter of Compliance stating that all the work on the project was performed in accordance with the Specifications and all applicable Federal, State and Local regulations.
- B. All warranties as stated in the Specifications.

**END OF SECTION 028213**

**SECTION 03 30 00**  
**CAST IN PLACE CONCRETE**

**PART 1 - GENERAL**

**1.01 RELATED DOCUMENTS**

- A.  The following documents apply to all required work for the project: (1) the Contract Drawings, (2) the Specifications, (3) the General Conditions, (4) the Addendum and (5) the Contract (City of New York Standard Construction Contract).

**1.02 SUMMARY**

- A.  Section includes:

1.  Cast-in-place concrete, including concrete materials, mixture design, placement procedures, welded wire reinforcement, and finishes.

- B.  Section applies to:

1.  Concrete slab repairs.
2.  Concrete slabs on steel decking.
3.  Topping slabs.
4.  Furnishing and installing all required anchors and inserts.
5.  Protection of all inserts, anchors, hangers, sleeves and supports furnished and set by other trades for the attachment of other work to the concrete, or required to permit the passage of other work through the concrete.
6.  Supply, fabricate and place all required reinforcing bars, and other reinforcement for concrete where shown, called for, and/or required complete with proper supporting devices.
7.  Erection and removal of all formwork required to properly complete the work.
8.  Finishing of all concrete work as hereinafter specified.
9.  Curing and protection of all concrete work.
10.  Cutting, patching, grouting, repairing, and pointing up as required.
11.  Equipment pads as required.
12.  Waste management.

- C.  Related Requirements:

1.  Division 04 Section 042000 “Unit Masonry”
2.  Division 05 Section 051200 “Structural Steel Framing”

**1.03 DEFINITIONS**

- A.  Cementitious Materials: Portland cement alone, or in combination with, one of more of the following: blended hydraulic cement, fly ash, slag cement, other pozzolans, and silica fume; materials subject to compliance with requirements.
- B.  Water/Cement Ratio (w/cm): The ratio, by weight, of water to cementitious materials.

#### **1.04 SUBMITTAL PROCEDURES**

- A.  Refer to DDC General Conditions Section 013300 “Submittal Procedures.”

#### **1.05 SUBMITTALS**

- A.  Product Data: Submit data for proprietary materials and items, including the following:
  - 1.  Reinforcement
  - 2.  Supports for reinforcement
  - 3.  Forming accessories
  - 4.  Admixtures
  - 5.  Patching compounds
  - 6.  Waterstops
  - 7.  Other items as requested by Commissioner.
- B.  Shop Drawings; Reinforcement: Submit original shop drawings for fabrication, bending, and placement of concrete reinforcement. Comply with ACI 315 "Details and Detailing of Concrete Reinforcement" showing bar schedules, stirrup spacing, diagrams of bent bars, arrangement of concrete reinforcement. Include special reinforcement required for openings through concrete structures. The shop drawings must be prepared only by competent detailers, checked by the contractor prior to submission.
  - 1.  The shop drawings must show construction, contraction and isolation joint locations and the added reinforcement required at same.
  - 2.  Obtain and coordinate information for sleeves and openings in concrete, which are required for the work of other trades. Make coordinated drawings showing size and location of openings and sleeves and incorporate this information on the reinforcing drawings.
  - 3.  Only those splices indicated on the approved shop drawings will be permitted.
- C.  Shop Drawings Formwork: Submit shop drawings for fabrication and erection of specific finished concrete surfaces. Show form construction including jointing, special form joint or reveals, location and pattern of form tie placement, and other items which affect exposed concrete visually. Commissioner’s review is for general architectural applications and features only. Design of formwork for structural stability and efficiency is Contractor’s responsibility and the design must be prepared by or under the supervision of a qualified professional engineer, licensed in the State of New York, and must detail fabrication, assembly, and support of formwork.



1.  **Shoring and Reshoring:** Indicate proposed schedule and sequence of stripping formwork, shoring removal, and reshoring installation and removal.
- D.  **Scaling of the Commissioner’s drawings** is not permitted. This applies to hard paper, electronic, and all other versions.
- E.  **Laboratory Test Reports:** Submit laboratory test reports for concrete materials, mix design test and microwave test.
- F.  **Material Certificates:** Provide materials certificates in lieu of materials laboratory test reports when permitted by Commissioner. Manufacturer and Contractor, certifying that each material item complies with, or exceeds, specified requirements must sign material certificates. Provide certification from admixture manufacturers that chloride content complies with specification requirements.
- G.  **Cold Weather and Hot Weather Concreting Procedures:** Submit written descriptions of contractor’s proposed cold weather and hot weather concreting procedures, when applicable.
- H.  **Recycled Aggregate:** Provide laboratory reports indicating that aggregate conforms to ASTM C33 for structural concrete or ASTM D1241-00 for sub-base material. Provide cut sheets clearly indicating the source, total weight and volume of the recycled aggregate. If aggregate provided is a mix of virgin and recycled aggregates obtain a written affidavit from the manufacturer stating the recycled content percentage

## **1.06 QUALITY ASSURANCE**

- A.  Refer to DDC General Conditions Section 014000 “Quality Requirements.”
- B.  **Source Limitations:** Obtain each type or class of cementitious material of the same brand from the same manufacturer’s plant, obtain aggregate from single source, and obtain admixtures from single source from single manufacturer.
- C.  **Welding Qualifications:** Qualify procedures and personnel according to AWS D1.4/D 1.4M, “Structural Welding Code - Reinforcing Steel.”
- D.  **Codes and Standards:** Comply with provisions of following codes, specifications, and standards, except where more stringent requirements are shown or specified:
  1.  2022 New York City Building Code
  2.  ACI 214R, “Evaluation of Strength Test Results of Concrete.”
  3.  ACI 302.1R “Guide for Concrete Floor and Slab Construction.”
  4.  ACI 305R “Hot Weather Concreting.”
  5.  ACI 306R-10 “Guide to Cold Weather Concreting.”
  6.  ACI 311.4R, “Guide for Concrete Inspections.”
  7.  ACI 315, “Details and Detailing of Concrete Reinforcement.”
  8.  ACI 318 “Building Code Requirements for Structural Concrete and Commentary.”
  9.  Concrete Reinforcing Steel Institute, (CRSI) “Manual of Standard Practice.”



- 10.  CRSI-WCRSI, “Placing Reinforcing Bars.”
  - 11.  AWS D1.4, “Structural Welding Code Reinforcing Steel.”
  - 12.  The ACI Field Reference Manual, SP-15 must be kept at the job site, and the practices set forth therein must be strictly adhered to.
  - 13.  ASTM Standards as applicable in the New York City Building Code, 2022 Edition and as noted in this specification.
  - 14.  AASHTO T 318, “Standard Method of Test for Water Content of Freshly Mixed Concrete Using Microwave Oven Drying.”
- E.  Concrete Testing Service: Engage a testing laboratory acceptable to Commissioner to perform material evaluation tests and to design concrete mixes.
- F.  Materials and installed work may require testing and retesting at any time during progress of work. Tests, including retesting of rejected materials for installed work, will be done at Contractor's expense.

## **1.07 PROJECT CONDITIONS**

- A.  The Contractor, before commencing work, must examine all adjoining work on which this work is in any way dependent for proper installation and workmanship according to the intent of this specification, and must report to the Commissioner any condition which prevents this contractor from performing first class work.
- B.  Protect adjacent finish materials against spatter during concrete placement.
- C.  Provide all barricades and safeguards at all pits, holes, shaft and stairway openings, etc., to prevent injury to workmen and other trades within and about the premises. Also provide all safeguards as required by the Building Code, OSHA, or any other departments having jurisdiction. Take full responsibility for all safety precautions and methods.
- D.  Procedure of Work: The contractor must keep themselves constantly informed as to the progress of the work in the field, materials and workers ready to start work immediately when conditions of preceding work are available or ready, wholly or in part, so as not to delay the progress of building work or to interfere with the progress of work of other contractors, and in any event the contractor must, within 24 hours after notice from the Commissioner, proceed with such work as directed to maintain the uninterrupted progress of the work.

## **1.08 DELIVERY, STORAGE, AND HANDLING**

- A.  Steel Reinforcement: Deliver, store, and handle steel reinforcement to prevent bending and damage. Avoid damaging coatings on steel reinforcement.

## **PART 2 - PRODUCTS**

### **2.01 FORM MATERIALS**



- A.  Forms for Exposed Finish Concrete: Unless otherwise indicated, construct of plywood, metal, metal-framed plywood faced, or other acceptable panel-type materials, to provide continuous, straight, smooth, exposed surfaces. Furnish in largest practicable sizes to minimize number of joints and to conform to joint system shown on drawings. Provide form material with sufficient strength and thickness to withstand pressure of newly placed concrete without bow or deflection.
1.  Use plywood complying with U.S. Product Standard PS-1 “B-B (Concrete Form) Plywood”, Class I, Exterior Grade or better mill oiled and edge-sealed, with each piece bearing legible inspection trademark.
- B.  Forms for Unexposed Finish Concrete: Plywood, lumber, metal, or other acceptable material. Preference will go to salvaged or re-used Dimensional Lumber. Provide lumber dressed on at least 2 edges and one side for tight fit.
- C.  Form Coatings: Provide VOC compliant commercial formulation form- coating compounds that will not bond with, stain nor adversely affect concrete surfaces, and will not impair subsequent treatments of concrete surfaces. Use biodegradable form release agent listed below or approved equal made from soy or rapeseed oil.
1.  Products: Subject to compliance with requirements, provide one of the following:
- |  |                                     |
|--|-------------------------------------|
| a. <input type="checkbox"/> “Clean Strip J1EF” | Dayton Superior                     |
| b. <input type="checkbox"/> “Soy Form Away”    | Cure & Seal by Natural Soy Products |
| c. <input type="checkbox"/> “Bio-Form”         | Leahy-Wolf Company                  |
| d. <input type="checkbox"/> “Duogard II”       | W. R. Meadows, Inc.                 |
| e. <input type="checkbox"/> “Atlas Bio-Guard”  | Atlas Construction Supply, Inc.     |
| f. <input type="checkbox"/> Or approved equal. |                                     |
- D.  Form Ties: Form ties and spreaders: prefabricated assemblies by Richmond; Superior, Dayton or approved equal. Wire ties must not be used. Ties for foundation work must be of snap design with removal cones and water seal washer.
1.  Furnish units that will leave no corrodible metal closer than 1 inch to the plane of exposed concrete surface.
2.  Furnish ties that, when removed, will leave holes no larger than 1 inch in diameter in concrete surface.
3.  Furnish ties with integral water-barrier plates to walls indicated to receive dampproofing or waterproofing.

## **2.02 REINFORCING MATERIALS**

- A.  Reinforcing Bars: ASTM A 615/A 615 M, Grade 60.
- B.  Weldable Reinforcing Bars: ASTM A 706/A 706M, Grade 60
- C.  Epoxy-coated Reinforcing Bars: ASTM A 775/A 775M, Grade 60.

- D.  Steel Wire and Welded Wire Reinforcement: ASTM A 1064. Galvanized at exterior locations, conditions permanently exposed to weather and/or water, and where noted on drawings (plan and/or sections).
- E.  Supports for Reinforcement: Bolsters, chairs, spacers and other devices for spacing and supporting welded wire reinforcement in place. Use wire bar type supports complying with CRSI specifications.

### **2.03 CONCRETE MATERIALS**

- A.  Portland cement: ASTM C 150, Types I, II, or I/II. Total percentage of Portland Cement is NOT to exceed 75% of the cementitious content of each mix. Use one brand of cement throughout project, unless otherwise acceptable to Commissioner. Provide either fly ash or GGBF in mix per sections below.
- B.  Normal Weight Aggregates: ASTM C 33, and as herein specified. Provide aggregates from a single source for exposed concrete.
  - 1.  Local aggregates not complying with ASTM C 33 but which have shown by special test or actual service to produce concrete of adequate strength and durability may be used when acceptable to Commissioner.
  - 2.  Normal weight Fine Aggregate: washed, inert, natural or manufactured or combination thereof, sand conforming ASTM C33 gradation.
  - 3.  Normal weight Coarse Aggregate: well graded crushed stone or washed gravel conforming to ASTM C33, sizes 57 for foundations and 67 for slabs and structure.
    - a.  Recycled crushed concrete aggregate in concrete mixes is only to be used with approval of Commissioner. Recycled aggregate must be used only as a substitute for coarse aggregate and must also be washed and well-graded, conforming to ASTM C33.
    - b.  For sub-base, slabs on grade and non-structural applications and Recycled Aggregate Materials are NOT required to meet the ASTM C 33 standard. In addition to concrete rubble, glass, porcelain, and tire chips can be used as filler material. Any inert material conforming to ASTM D1241 is acceptable for the applications described in this paragraph.
- C.  Water: Free from oils, acids, alkali, organic matter and other deleterious material to conform to ASTM C94. ASTM C94 for gray water use in the production of ready mixed concrete per approval by the Commissioner.
- D.  Air Entraining Admixture: ASTM C 260.
  - 1.  Liquid air entrainment: Provide liquid air-entraining admixture for concrete as specified.
    - a.  Products: Subject to compliance with requirements, provide one of the following:
      - 1)  “Air Mix” Euclid Chemical



- 2)  “AEA-92” Euclid Chemical
- 3)  “Darex AEA” W. R. Grace
- 4)  “MasterAir VR 10” Master Builders
- 5)  Or approved equal.

E.  Water-Reducing Admixture: ASTM C 494.

1.  Products: Subject to compliance with requirements, provide one of the following:

- a.  “MasterPolyheed 997” Master Builders
- b.  “Euclid MR” Euclid Chemical
- c.  “WRDA 64” W. R. Grace.
- d.  Or approved equal.

F.  High-Range Water-Reducing Admixture (Superplasticizer): ASTM C 494, Type F or Type G and containing not more than 0.05 percent chloride ions.

1.  Products: Subject to compliance with requirements, provide one of the following:

- a.  "Eucon 37, 1037 or Plastol 5000" Euclid Chemical Co.
- b.  "Rheobuild 1000" Master Builders
- c.  "MasterGlenium 7500" Master Builders
- d.  "Daracem-100" W. R. Grace
- e.  Or approved equal.

G.  Water Reducing, Non-Corrosive Accelerating Admixture: The admixture must conform to ASTM C 494, Type C or E, and not contain more chloride ions than are present in municipal drinking water. The admixture manufacturer must have long-term non-corrosive test data from an independent testing laboratory (of at least a year's duration) using an acceptable accelerated corrosion test method such as that using electrical potential measures. Accelerating admixtures are not to be used as antifreeze agents. Accelerating admixtures are permitted only upon review by Commissioner.

1.  Products: Subject to compliance with requirements, provide one the following:

- a.  "Accelguard 80" Euclid Chemical Co.
- b.  "Daraset" W. R. Grace
- c.  “Pozzutec 20” Master Builders.
- d.  Or approved equal.

H.  Water-Reducing, Retarding Admixture: ASTM C 494, Type D, and containing not more than 0.05 percent chloride ions.

1.  Products: Subject to compliance with requirements, provide one of the following:

- a.  "Eucon Retarder 75" Euclid Chemical Co.
- b.  "Pozzolith 100XR" Master Builders.
- c.  "Plastiment" Sika Chemical Co.



- d.  "Daratard" W.R. Grace.
  - e.  "Emsac F 100" Elkem Chemical, Inc.
  - f.  "Eucon MSA" Euclid Chemical Co.
  - g.  "Force 10,000" W. R. Grace
  - h.  Or approved equal.
- I.  Prohibited Admixtures: Calcium chloride, thiocyanates or admixtures containing more than 0.05 percent chloride ions are not permitted.
- J.  Certification: Written conformance to the above-mentioned requirements and the chloride ion content of admixtures will be required from the admixture manufacturer prior to mix design review by the Commissioner.
- K.  Corrosion Inhibitor: 30% calcium nitrite (where called for in the specifications or on the drawings). Subject to compliance with requirements, provide the following or approved equal at 3 gal/cy:
- 1.  Products: Subject to compliance with requirements, provide one of the following:
    - a.  "Eucon CIA" Euclid Chemical
    - b.  "DCI" W. R. Grace
    - c.  "Rheocrete CNI" Master Builders.
    - d.  Or approved equal.
- L.  Contractor will be required to provide information demonstrating successful use in prior placement involving all admixtures.

## **2.04 GROUT**

- A.  Non-Shrink, Non-Metallic Grout: The non-shrink grout must be a factory pre-mixed grout and must conform to ASTM C1107, "Standard Specification for Packaged Dry, Hydraulic-Cement Grout (Non-Shrink)."
- 1.  Products: Subject to compliance with requirements, provide one of the following:
    - a.  "Euco-NS" Euclid Chemical Co.
    - b.  "Five Star Grout" U.S. Grout Corp.
    - c.  "Masterflow 713 Plus" BASF
    - d.  Or approved equal.
- B.  High Flow Grout: Where high fluidity and/or increased placing time is required, use high flow grout. The factory pre-mixed grout must conform to ASTM C1107, "Standard Specification for Packages Dry, Hydraulic-Cement Grout (Non-shrink)."
- 1.  Products: Subject to compliance with requirements, provide one of the following:
    - a.  "Euco Hi-Flow Grout" Euclid Chemical Co.
    - b.  "Masterflow 928" BASF



- c.  “Five Star Fluid Grout 100” Five Star
- d.  Or approved equal.

## **2.05 RELATED MATERIALS**

- A.  Absorptive Cover: Burlap cloth made from jute or kenaf, weighing approximately 9 oz. per sq. yd., complying with AASHTO M 182, Class 2.
- B.  Moisture-Retaining Cover: Complying with ASTM C 171.
  - 1.  Products:
    - a.  Waterproof paper
    - b.  Polyethylene film
    - c.  Polyethylene-coated burlap
- C.  Curing Compounds: The compound must conform to ASTM C 309. Limit VOC content to 130 g/L. Use water-based curing compound. For surfaces receiving both a curing compound and additional flooring, verify that the curing compound and additional flooring are compatible.
  - 1.  Products: Subject to compliance with requirements, provide one of the following:
    - a.  “SealTight 1100” W.R. Meadows
    - b.  “Kurez W VOX” Euclid Chemical Co.
    - c.  “Everclear VOX” Euclid Chemical Co.
    - d.  “VOCOMP-25” W.R. Meadows
    - e.  Or approved equal.
- D.  Curing & Sealing Compounds: Only specify for slabs that will remain exposed, i.e. will not receive additional flooring. The compound must conform to ASTM C1315. Limit VOC content to 130 g/L. Use water-based curing compound.
  - 1.  Products: Subject to compliance with requirements, provide one of the following:
    - a.  “Everclear VOX” Euclid Chemical Co.
    - b.  “VOCOMP-25” W.R. Meadows
    - c.  “ARMOR SC25” Foundation Armor
    - d.  Or approved equal.
- E.  Sealers/Hardeners: For use on concrete surfaces that will remain exposed. Slabs that will receive additional flooring do not require sealing or hardening. Sealers and hardeners must not yellow under ultra violet light after 500 hours of test in accordance with and have a maximum moisture loss of 0.039 grams per sq. cm. when applied at a coverage rate of 250 sq. ft. per gallon. Limit VOC content to 130 g/L. Use water- or vegetable-based product.
  - 1.  Products: Subject to compliance with requirements, provide one of the following:
    - a.  “Kure-N-Harden” BASF



- b.  "LIQUI-HARD" W.R. Meadows
- c.  "ENDURAPOLISH" Menards
- d.  Or approved equal.

F.  Evaporation Retardant:

1.  Products Subject to compliance with requirements, provide one of the following:

- a.  "Eucohar" Euclid Chemical Co.
- b.  "MasterKure ER 50" BASF
- c.  "EVAPRE" W.R. Meadows
- d.  Or approved equal.

G.  Certify that all curing compounds, sealers and hardeners are compatible with all adhesive products intended for attaching co-lateral floor material. In conformance with ASTM F 710, coordination with flooring manufacturer is required to ensure concrete coatings will not obstruct the bond between the concrete and the adhesive. Ensure coatings and adhesives are "benignly compatible" -- in other words, do not combine substances whose constituents are reactive. Reactivity releases VOCs and /or other toxic fumes.

H.  Crack Sealer: Elastomeric liquid crack sealer resistant to water, gasoline, oils and salts.

- 1.  Maximum allowable depth of crack for this product is 1/2".
- 2.  Products: Subject to compliance with requirements, provide one of the following:

- a.  "Eucolastic 1NS" Euclid Chemical Co.
- b.  "Quikrete Concrete Crack Seal" Quikrete
- c.  "Sakrete Crack Filler" Sakrete
- d.  Or approved equal.

I.  Bonding Admixture: The compound must be a latex, non-rewettable type.

1.  Products: Subject to compliance with requirements, provide one of the following:

- a.  "Flex-Con" Euclid Chemical Co.
- b.  "SBR Latex" Euclid Chemical Co.
- c.  "DRYLOK Latex Bonding Agent" Drylok
- d.  Or approved equal.

J.  High Strength Polymer Repair Mortar: For form and pouring or large horizontal repairs, provide the flowable on-part, high strength repair mortar.

1.  Products: subject to compliance with requirements, provide one of the following:

- a.  "Eucocrete" The Euclid Chemical Co.
- b.  "Euco Speed MP" (Cold Weather) The Euclid Chemical Co.
- c.  "Emaco R" Master Builders.
- d.  Or approved equal.



- K.  Bonding Agent: ASTM C 1059/C 1059M, Type II, non-redispersible, acrylic emulsion or styrene butadiene.
1.  Products: Subject to compliance with requirements, provide one of the following:
- |  |              |
|--|--------------|
| a. <input type="checkbox"/> “Daraweld C”       | W.R. Grace   |
| b. <input type="checkbox"/> “ACRY-LOK”         | W.R. Meadows |
| c. <input type="checkbox"/> “Dura”             | US SPEC      |
| d. <input type="checkbox"/> Or approved equal. |              |
- L.  Epoxy Bonding Adhesive: ASTM C 881, two-component epoxy resin, capable of humid curing and bonding to damp surfaces, of class suitable for application temperature and of grade to suit requirements, and as follows:
1.  Type IV for bonding hardened concrete to hardened concrete, and Type V for bonding freshly mixed concrete to hardened concrete.
- M.  Reglets: Fabricate reglets of not less than 0.022 inch thick, galvanized-steel sheet. Temporarily fill or cover face opening of reglet to prevent intrusion of concrete or debris.
- N.  Dovetail Anchor Slots: Hot-dip galvanized-steel sheet, not less than 0.034 inch thick, with bent tab anchors. Temporarily fill or cover face opening of slots to prevent intrusion of concrete or debris.
- O.  Vapor Barrier: Provide vapor barrier which conforms to ASTM E 1745, Class A or B. The membrane must have a water-vapor permeance rate no greater than 0.012 perms when tested in accordance with ASTM E 154, Section 7. The vapor barrier must be placed over prepared base material where indicated below slabs on grade. Vapor barrier must be no less than 10 mil thick in accordance with ACI 302.1R. Preferred vapor barriers will be manufactured from post-consumer recycled polymers.
1.  Products: Subject to compliance with requirements, provide one of the following:
- |  |                      |
|--|----------------------|
| a. <input type="checkbox"/> “Stego Wrap (15 mil) Vapor Barrier”        | Stego Industries LLC |
| b. <input type="checkbox"/> “Griffolyn Vaporguard”                     | Reef Industries      |
| c. <input type="checkbox"/> “Premoulded Membrane with Plastmatic Core” | W.R. Meadows.        |
| d. <input type="checkbox"/> Or approved equal.                         |                      |
- P.  Expansion Joint Filler: ASTM D 1751.
1.  Products: Subject to compliance with requirements, provide one of the following:
- |  |                  |
|--|------------------|
| a. <input type="checkbox"/> “Homex 300”                            | Homasote Company |
| b. <input type="checkbox"/> “Standard Cork Expansion Joint Filler” | APS Cork         |
| c. <input type="checkbox"/> “Fibre Expansion Joint”                | W.R. Meadows     |
| d. <input type="checkbox"/> Or approved equal.                     |                  |
- Q.  Water: Potable.

## 2.06 PROPORTIONING AND DESIGN OF MIXES

### A. Preparation of Design Mixes

1. All mix designs must be proportioned in accordance with Section 5.3, "Proportioning on the Basis of Field Experience and/or Trial Mixtures" of ACI 318 and prepared by a licensed testing laboratory approved by the Commissioner, but paid for by the contractor. Submit mix designs on each class of concrete for review.
2. If previously used mixes are submitted, all materials must be from the same sources and with the same brand names as the previously utilized mix.
3. If trial batches are used, the mix design must be prepared by an independent testing laboratory and must achieve an average compressive strength 1200 psi higher than the specified strength. This over-design must be increased to 1.10f<sub>c</sub>+700 psi when concrete strengths greater than 5000 psi are used.
4. The proposed mix designs must be accompanied by complete standard deviation analysis or trial mixture test data.
5. Form TR3: Technical Report Concrete Design Mix: The contractor will be responsible for, and bear all costs associated with the filing and securing of approvals, if any, for Form TR3: Technical Report Concrete Design Mix, including, but not limited to, engaging the services of a New York City licensed Concrete Testing Lab for the review and approval of concrete design mix, testing, signatures and professional seals, etc., compliant with NYC Department of Buildings requirements, for each concrete design mix.

### B. Submit each proposed mix to the Commissioner for review at least 5 days prior to the pre-concrete conference. Do not begin concrete production until Commissioner has reviewed and approved mixes.

1. Submit Test reports for any pozzolans or slags indicating compliance with ASTM C 618 or ASTM C 989, respectively.
2. Provide cut sheets clearly indicating the percentages of pozzolans or slags used in the mix design as replacement for Portland cement. Or, if cut sheets are not available, obtain a written affidavit from the manufacturer stating the percentage.
3. Test reports for recycled aggregate indicating compliance with ASTM C 33. Provide cut sheets clearly indicating the percentage of aggregates used that are recycled. Or, if cut sheets are not available, obtain a written affidavit from the manufacturer stating the recycled content percentage and source or sources of the material.
4. Provide cut sheets clearly indicating the percentage of sub-base and filler aggregate materials that are recycled. Or, if cut sheets are not available, obtain a written affidavit from the manufacturer stating the recycled content percentage and source or sources of the material.

### C. Design mixes to provide concrete with strength as indicated on drawings and schedules.

### D. Adjustment to Concrete Mixes: Mix design adjustments may be requested by Contractor when characteristics of materials, job conditions, weather, test results, or other circumstances warrant; at no additional cost to Commissioner and as accepted by Commissioner. Laboratory test data for revised mix design and strength results must be submitted to and accepted by Commissioner before using in work.

- E.  Admixtures:
1.  Use water-reducing admixture or high range water-reducing admixture (superplasticizer) in all concrete as required for placement and workability.
  2.  Use non-corrosive, non-chloride accelerating admixture in concrete slabs placed at ambient temperatures below 50°F (10°C).
- F.  Chloride Ion Level: Chloride ion content of aggregate must be tested by the laboratory making the trial mixes. The total chloride ion content of the mix including all constituents must not exceed the limitations set forth in Table 4.4.1 of ACI 318 for concrete subjected to deicers or exposed to chloride in service (0.15% chloride ions by weight of cement).

## **2.07 CONCRETE MIXING**

- A.  Ready-Mix Concrete: Comply with requirements of ASTM C 94, and as herein specified.
- B.  Provide batch ticket for each batch discharged and used in work, indicating project identification name and number, date, mix type, mix time, quantity, and amount of water introduced.
- C.  During hot weather, or under conditions contributing to rapid setting of concrete, a shorter mixing time than specified in ASTM C 94 may be required. When air temperature is between 85°F (30°C) and 90°F (32°C), reduce maximum mixing and delivery time from 1-1/2 hours to 75 minutes, and when air temperature is above 90°F (32°C), reduce maximum mixing and delivery time to 60 minutes.
- D.  No water may be added after mixing to concrete containing HRWR (Superplasticizer). If loss of slump occurs, the concrete treated with HRWR may be redosed as long as a "flash set" has not occurred. Redosage procedures must be discussed and approved by the Commissioner and the manufacturer.

## **PART 3 - EXECUTION**

### **3.01 EXECUTION REQUIREMENTS**

- A.  Refer to DDC General Conditions for execution requirements.

### **3.02 GENERAL**

- A.  Coordinate the installation of joint materials and vapor retarders with placement of forms and reinforcing steel.

### **3.03 INSPECTION**

- A.  Examine all work prepared by other trades to receive work of this section and report any defects affecting installation to the Contractor for correction. Commencement of work will be construed as complete acceptance of preparatory work by other trades.

### **3.04 CONCRETE**

- A.  Concrete must develop the minimum compressive strengths shown on drawings at 28 days when sampled and tested in accordance with ASTM C 31 and C 39 with the maximum slump in accordance with the approved mix design.
- B.  Concrete must be in accordance with the requirements and specifications of "Building Code Requirements for Structural Concrete" as modified by the building code noted above.

### **3.05 FORMS**

- A.  Design formwork to maximize its reusability, reduce resources devoted to formwork construction and minimize waste generated. Where appropriate choose alternative formwork systems (refer to sections listed above).
- B.  Design, erect, support, brace and maintain formwork to support vertical and lateral, static, and dynamic loads that might be applied until such loads can be supported by concrete structure. Construct formwork so concrete members and structures are of correct size, shapes, alignment, elevation and position. Maintain formwork construction tolerances complying with ACI 347. Provide Class A tolerances for concrete exposed to view. Provide Class C tolerances for other concrete surfaces.
- C.  Design formwork to be readily removable without impact, shocks or damage to cast-in-place concrete surfaces and adjacent materials.
- D.  Fabricate forms for easy removal without hammering or prying against concrete surfaces. Provide crush plates or wrecking plates where stripping may damage cast concrete surfaces. Provide top forms for inclined surfaces where slope is too steep to place concrete with bottom forms only. Kerf wood inserts for forming keyways, recesses, and the like, to prevent swelling and for easy removal.
- E.  Cleaning and Tightening: Thoroughly clean forms and adjacent surfaces to receive concrete. Remove chips, wood, sawdust, dirt, or other debris just before concrete is placed. Retightening forms and bracing after concrete placement is required to eliminate mortar leaks and maintain proper alignment.

### **3.06 PREPARATION OF FORM SURFACES**

- A.  Clean re-used forms of concrete matrix residue, repair and patch as required to return forms to acceptable surface condition.

- B.  If form-release compound is required, coat contact surfaces of forms with a form-coating compound before reinforcement is placed.
- C.  Thin form-coating compounds only with thinning agent of type, and amount, and under conditions of form-coating compound manufacturer's directions. Do not allow excess form-coating material to accumulate in forms or to come into contact with in- place concrete surfaces against which fresh concrete will be placed. Apply in compliance with manufacturer's instructions.
- D.  Coat steel forms with a non-staining, rust-preventative form oil or otherwise protect against rusting. Rust-stained steel formwork is not acceptable.

### **3.07 PLACING REINFORCEMENT**

- A.  Comply with Concrete Reinforcing Steel Institute's recommended practice for "Placing Reinforcing Bars" for details and methods of reinforcement placement and supports.
- B.  Clean reinforcement of loose rust, mill scale, ice, and other materials which reduce or compromise bond with concrete.
- C.  Accurately position, support and secure reinforcement against displacement by formwork, construction, or concrete placement operations. Locate and support reinforcing by metal chairs, runners, bolsters, spacers as required.
- D.  Place reinforcement to obtain coverage specified. Arrange, space and securely tie bars and bar supports to hold reinforcement in position during concrete placement operations. Set wire ties so ends are directed into concrete and not towards exposed concrete surfaces.
- E.  Install welded wire reinforcement in as long of lengths as practical. Lap adjoining pieces at least one full mesh and lace splices with wire. Offset end laps in adjacent widths to prevent continuous laps in either direction.
- F.  Epoxy-coated reinforcing bars supported by formwork or steel deck must rest on coated wire bar supports. Reinforcing bars used as support bars must be epoxy-coated.
- G.  Epoxy-coated reinforcing must be fastened with nylon-, epoxy-, or plastic-coated tire wires.
- H.  Repair of damaged epoxy-coating: All epoxy coating that is damaged after placement of reinforcing must be repaired with patching material conforming to ASTM A775. Repair must be done in accordance with the patching material manufacturer's printed instructions.
- I.  Unless permitted in writing by the Commissioner, epoxy-coated reinforcing bars must not be cut in the field. When epoxy-coated reinforcing bars are permitted to be cut in the field, the cut ends of the bars must be repaired with patching material conforming to ASTM A775 and the repair must be done in accordance with the patching material manufacturer's printed instructions.

### **3.08 CONCRETE PLACEMENT**

- A.  Ready-mix concrete must comply with the requirements of ASTM C 94 and ACI 304. All plant and transporting equipment must comply with the concrete plant standards and truck mixer and agitator standards of the National Ready Mix Concrete Association.
- B.  Cold weather mixing procedures must be submitted to the Commissioner for approval.
- C.  General: Comply with ACI 304 “Recommended Practice for Measuring, Mixing, Transporting, and Placing Concrete,” and as herein specified.
  - 1.  Deposit concrete continuously or in layers of such thickness that no concrete will be placed on concrete which has hardened sufficiently to cause the formation of seams or planes of weakness. If a section cannot be placed continuously, provide construction joints as herein specified. Deposit concrete as nearly as practicable to its final location to avoid segregation.
- D.  Placing Concrete in Forms: Deposit concrete in forms in horizontal layers not deeper than 18" and in a manner to avoid inclined construction joints. Where placement consists of several layers, place each layer while preceding layer is still plastic to avoid cold joints. Use internal vibrators penetrating both the top and preceding layers.
- E.  Consolidate placed concrete by mechanical vibrating equipment supplemented by hand-spading, rodding or tamping. Use equipment and procedures for consolidation of concrete in accordance with ACI recommended practices.
- F.  Use and type of vibrators must conform to ACI 309 “Recommended Practice for Consolidation of Concrete.” Do not use vibrators to transport concrete inside forms. Insert and withdraw vibrators vertically at uniformly spaced locations not farther than visible effectiveness of machine. Place vibrators to rapidly penetrate placed layer and at least 6" into preceding layer. Do not insert vibrators into lower layers of concrete that have begun to set. At each insertion limit duration of vibration to time necessary to consolidate concrete and complete embedment of reinforcement and other embedded items without causing segregation of mix.
- G.  Placing Concrete Slabs: Deposit and consolidate concrete slabs in a continuous operation, within limits of construction joints, until the placing of a panel or section is completed.
- H.  Consolidate concrete during placing operations so that concrete is thoroughly worked around reinforcement and other embedded items and into corners.
- I.  Slabs: Bring slab surfaces to correct level with straightedge and strikeoff. Use highway straightedge, bull floats or darbies to smooth surface free of humps or hollows. Do not disturb slab surfaces prior to beginning finishing operations.
- J.  Maintain reinforcing in proper position during concrete placement operations.
- K.  Cold Weather Placing: Protect concrete work from physical damage or reduced strength which could be caused by frost, freezing actions, or low temperatures, in compliance with ACI 306 and as herein specified.



1.  When air temperature has fallen to or is expected to fall below 40°F (4°C), uniformly heat water and aggregates before mixing to obtain a concrete mixture temperature of not less than 50°F (10°C), and not more than 80°F (27°C) at point of placement.
  2.  Do not use frozen materials or materials containing ice or snow. Do not place concrete on frozen subgrade or on subgrade containing frozen materials.
  3.  Use only a non-corrosive, non-chloride accelerator. Calcium chloride, thiocyanates or admixtures containing more than 0.05% chloride ions are NOT permitted.
  4.  Care must be taken to store water-based curing and sealing compounds where they will not freeze. In most cases, they cannot be reconstituted after thawing.
- L.  **Hot Weather Placing:** When hot weather conditions exist that would seriously impair quality and strength of concrete, place concrete in compliance with ACI 305 and as herein specified.
1.  Cool ingredients before mixing to maintain concrete temperature at time of placement below 90°F (32°C). Mixing water may be chilled or chopped ice may be used to control temperature provided water equivalent of ice is calculated to total amount of mixing water. Use of liquid nitrogen to cool concrete is Contractor's option.
  2.  Cover reinforcing steel with water-soaked burlap if it becomes too hot, so that steel temperature will not exceed the ambient air temperature immediately before embedment in concrete.
  3.  Fog spray forms, reinforcing steel and subgrade just before concrete is placed.

### **3.09 FINISH OF FORMED SURFACES**

- A.  **Rough Form Finish:** For formed concrete surface not exposed-to- view in the finish work or by other construction, unless otherwise indicated. This is the concrete surface having texture imparted by form facing material used, with tie holes and defective areas repaired and patched and fins and other projections exceeding 1/4" in height rubbed down or chipped off.

### **3.10 CONCRETE CURING AND PROTECTION**

- A.  **General:** Protect freshly placed concrete from premature drying and excessive cold or hot temperatures.
1.  Start initial curing as soon as free water has disappeared from concrete surface after placing and finishing. Weather permitting, keep continuously moist for not less than 7 days.
  2.  Begin final curing procedures immediately following initial curing and before concrete has dried. Continue final curing for at least 7 days in accordance with ACI 301 procedures. Avoid rapid drying at end of final curing period.
  3.  In order to avoid plastic or drying shrinkage cracks during warm, dry or windy weather, ACI 302 and ACI 308 must be followed using wind breaks and sun shades when recommended. Evaporation retardant must be as specified in Article 1-98.
  4.  Care must be taken to store water based curing and sealing compounds where they will not freeze. In most cases, they cannot be reconstituted after thawing.

- B.  Curing Methods: Perform curing of concrete by moisture curing, moisture-retaining cover curing, curing and sealing compound, and by combinations thereof, as herein specified.
1.  Provide moisture curing by following methods.
    - a.  Keep concrete surface continuously wet by covering with water.
    - b.  Continuous water-fog spray.
    - c.  Covering concrete surface with specified absorptive cover, thoroughly saturating cover with water and keeping continuously wet. Place absorptive cover to provide coverage of concrete surfaces and edges, with 4" lap over adjacent absorptive covers.
  2.  Provide moisture-retaining cover curing as follows:
    - a.  Cover concrete surfaces with moisture-retaining cover for curing concrete, placed in widest practicable width with sides and ends lapped at least 3" and sealed by waterproof tape or adhesive. Immediately repair any holes or tears during curing period using cover material and waterproof tape.
  3.  Provide curing and sealing compound to exposed interior slabs not receiving additional flooring.
  4.  Use the specified curing compound on surfaces to be covered with finish or coating material applied directly to concrete, such as liquid densifier/sealer, waterproofing, dampproofing, membrane roofing, flooring, painting, and other coatings and finish materials. Apply compound in accordance with manufacturer's direction.
- C.  Curing Formed Surfaces: Cure formed concrete surfaces, including undersides of beams, supported slabs and other similar surfaces by moist curing with forms in place for full curing period or until forms are removed. If forms are removed, continue curing by methods specified above, as applicable.
- D.  Curing Unformed Surfaces: Cure unformed surfaces, such as slabs, floor topping, and other flat surfaces by application of the specified curing compound or a continuous moist curing method approved by the Commissioner.
- E.  Certify that all curing compounds, sealers and hardeners are compatible with all adhesive products intended for attaching co-lateral floor material. In conformance with ASTM F710, coordination with flooring manufacturer is required to ensure concrete coatings will not obstruct the bond between the concrete and the adhesive. In addition, ensure coatings and adhesives are "benignly compatible" -- in other words, do not combine substances whose constituents are reactive.

### **3.11 REMOVAL OF FORMS**

- A.  Formwork supporting weight of concrete, such as soffits, joints, slabs and other structural elements, may not be removed in less than 14 days and until concrete has attained design minimum compressive strength at 28-days. Determine potential compressive strength of in-place concrete by testing field-cured specimens representative of concrete location or members.



### **3.12 MISCELLANEOUS CONCRETE ITEMS**

- A.  Reinforced Masonry: Provide concrete grout for reinforced masonry lintels and bond beams where indicated on drawings and as scheduled. Maintain accurate location of reinforcing steel during concrete placement.

### **3.13 CONCRETE SURFACE REPAIRS**

- A.  Prior to all repairs, an as-built condition sketch and method of repair must be submitted to the Commissioner for review and approval.
- B.  Patching Defective Areas: Repair and patch defective areas with cement mortar immediately after removal of forms, when acceptable to Commissioner.
- C.  Repair of Formed Surfaces: Remove and replace concrete having defective surfaces if defects cannot be repaired to satisfaction of Commissioner. Surface defects, as such, include color and texture irregularities, cracks, spalls, air bubbles, honeycomb, rock pockets; fins and other projections on surface; and stains and other discoloration's that cannot be removed by cleaning. Flush out form tie holes, fill with dry pack mortar, or pre-cast cement cone plugs secured in place with bonding agent.
- D.  Repair concealed formed surfaces, where possible, that contain defects that affect the durability of concrete. If defects cannot be repaired, remove and replace concrete.
- E.  Repair of Unformed Surfaces: Test unformed surfaces, such as monolithic slabs, for smoothness and verify surface plane to tolerances specified for each surface and finish. Correct low and high areas as herein specified. Test unformed surfaces sloped to drain for tureens of slope, in addition to smoothness, using a template having required slope.
- F.  Repair finished unformed surfaces that contain defects, which affect durability of concrete. Surface defects, as such, include crazing, cracks in excess of 0.01" wide or which penetrate to reinforcement or completely through non-reinforced sections regardless of width, spalling, pop-outs, honeycomb, rock pockets, and other objectionable conditions.
- G.  Correct high areas in unformed surfaces by grinding, after concrete has cured at least 14 days, except at hydrostatic slabs.
- H.  Correct low areas in unformed surfaces during or immediately after completion of surface finishing operations by cutting out low areas and replacing with fresh concrete. Finish repaired areas to blend into adjacent concrete. The specified underlayment compound or repair topping may be used when acceptable to Commissioner.
- I.  Repair defective areas, except random cracks and single holes not exceeding 1" diameter, by cutting out and replacing with fresh concrete. Remove defective areas to sound concrete with clean, square cuts and expose reinforcing steel with at least 3/4" clearance all around. Dampen concrete surfaces in contact with patching concrete and apply bonding compound. Mix patching concrete of same materials to provide concrete of same type or class as original concrete. Place,

compact and finish to blend with adjacent finished concrete. Cure in the same manner as adjacent concrete.

- J.  Repair isolated random cracks and single holes not over 1" in diameter by dry-pack method. Groove top of cracks and cutout holes to sound concrete and clean of dust, dirt and loose particles. Dampen cleaned concrete surfaces and apply bonding compound. Mix dry-pack, consisting of one part Portland cement to 2-1/2 parts fine aggregate passing a No. 16 mesh sieve, using only enough water as required for handling and placing. Place dry-pack after bonding compound has dried. Compact dry-pack mixture in place and finish to match adjacent concrete. Keep patched area continuously moist for not less than 72 hours.
- K.  Structural Repair: All structural repairs must be made with prior approval of the Commissioner as to method and procedure, using the specified polymer repair mortar and/or specified epoxy adhesive. Where epoxy injection procedures must be used, an approved low viscosity epoxy made by the manufacturers previously specified must be used. In addition, all cracks must be filled with the specified crack sealer or other method as approved by the Commissioner.
- L.  Repair Methods not specified above may be used, subject to acceptance of Commissioner.

### **3.14 CUTTING AND PATCHING**

- A.  Contractor for concrete work will be responsible for all cutting, removing and patching work where concrete surfaces are not installed within the limits shown on the drawings or specified herein. All such work must meet with the approval of the Commissioner.
- B.  Where cutting and patching is required to accommodate the work of other subcontractors, such cutting must be done at the expense of said subcontractors but must be performed by the subcontractor for concrete work.
- C.  The location and extent of cutting in completed concrete work and the patching thereof must meet with the approval of the Commissioner.

### **3.15 QUALITY CONTROL TESTING DURING CONSTRUCTION**

- A.  The Commissioner will employ a testing laboratory to perform tests and to submit test reports.
- B.  Provide special inspections per the applicable Building Code and the requirements of all applicable ACI standards.
- C.  At locations previously indicated in this specification and on the contract drawings, verify the use of non-magnetic materials. No magnetic materials are permitted in locations where prohibited by this specification or the contract drawings.
- D.  Sampling and testing for quality control during placement of concrete may include the following, as directed by Commissioner.



1.  Sampling Fresh Concrete: ASTM C 172, except modified for slump to comply with ASTM C 94.
2.  Slump: ASTM C 143; one test at point of discharge for each truck; additional tests when concrete consistency seems to have changed.
3.  Air Content: ASTM C 173, volumetric method for lightweight or normal weight concrete; ASTM C 231 pressure method for normal weight concrete; one for each truck of air-entrained concrete.
4.  Concrete Temperature: Test hourly when air temperature is 40°F (4°C) and below, and when 80°F (27°C) and above; and each time a set of compression test specimens made.
5.  Compression Test Specimen: ASTM C 31; one set of 5 standard cylinders for each compressive strength test, unless otherwise directed. Mold and store cylinders for laboratory cured test specimens except when field-cure test specimens are required.
6.  Compressive Strength Tests: ASTM C 39; one set for each day's pour exceeding 25 cu. yds. plus additional sets for each 50 cu. yds. over and above the first 25 cu. yds. of each concrete class placed in any one day; one specimens tested at 7 days, three specimens tested at 28 days, and one specimens retained in reserve for later testing if required.
  - a.  When frequency of testing will provide less than 5 strength tests for a given class of concrete, conduct testing from at least 5 randomly selected batches or from each batch if fewer than 5 are used.
  - b.  When strength of field-cured cylinders is less than 85 percent of companion laboratory-cured cylinders, evaluate current operations and provide corrective procedures for protecting and curing the in-place concrete.
  - c.  Strength level of concrete will be considered satisfactory if averages of sets of three consecutive strength test results equal or exceed specified compressive strength, and no individual strength test result falls below specified compressive strength by more than 500 psi.
7.  Water Cementitious Ratio Test: Check water content of concrete in accordance with AASHTO T 318 “Standard Method of Test for Water Content of Freshly Mixed Concrete Using Microwave Oven Drying”. Frequency of this test must be the same as that of compressive strength tests, noted above.
8.  Test results will be reported in writing to Commissioner and Contractor within 24 hours after tests. Reports of compressive strength tests must contain the project identification name and number, date of concrete placement, name of concrete testing service, concrete type and class, location of concrete batch in structure, design compressive strength at 28 days, concrete mix proportions and materials; compressive breaking strength and type of break for both 7-day tests and 28-day tests.
  - a.  Non Compliance: All test reports indicating non-compliance must be provided immediately to all parties on the test report distribution list, either in electronic or hard-copy format.
  - b.  Nondestructive Testing: Windsor probes, sonoscope, or other non-destructive device may be permitted but must not be used as the sole basis for acceptance or rejection.



9.  Additional Tests: The testing service will make additional tests of in-place concrete when test results indicate specified concrete strengths and other characteristics have not been attained in the structure, as directed by Commissioner. Testing service may conduct tests to determine adequacy of concrete by cored cylinders complying with ASTM C 42, or by other methods as directed. Contractor must pay for such tests when unacceptable concrete is verified.

### **3.16 WASTE MANAGEMENT**

- A.  Separate and recycle waste materials in accordance with the Section 017419 Construction Waste Management and Disposal and to the maximum extent feasible.
- B.  Collect cut off steel and discarded reinforcement steel and place in area for recycling.
- C.  Place materials defined as hazardous or toxic waste in designated containers.
- D.  Use trigger operated spray nozzles for water hoses and closed loop system to reduce water consumption.
- E.  Reusable forms should be cleaned immediately after removal and non-reusable forms recycled to the maximum extent economically feasible.
- F.  Incorporate crushed concrete or masonry materials in sub-base to the maximum extent feasible in accordance with sub-base specifications.

### **END OF SECTION 033000**



**SECTION 04 01 20  
MAINTENANCE OF UNIT MASONRY**

**PART 1 - GENERAL**

**1.01 RELATED DOCUMENTS**

- A. The following documents apply to all required work for the Project: (1) the Contract Drawings, (2) the General Conditions, (3) the Addendum and (4) the Contract [City of New York Standard Construction Contract].

**1.02 SUMMARY**

- A. This section of the specifications addresses the masonry cleaning work on the south and entrance court elevations. Types of masonry cleaning work required include:
1. Cleaning of masonry using only a low pressure wash.
  2. Chemical cleaning of atmospheric stains using a light duty restoration cleaner and low pressure wash.
  3. Chemical cleaning of biological growth using a biological growth cleaner system.

**1.03 SUBMITTALS**

- A. Refer to DDC General Conditions Section 01 33 00 "Submittal Procedures".
- B. Product Data: Provide manufacturer's product data sheets on all products to be used for the work.
- C. Environmental Regulations: Describe testing, handling, treatment, containment, collection, transport, disposal, and discharge of hazardous wastes and cleaning effluents. Describe any hazardous materials to be cleaned from substrates. Submit applicable local environmental regulations.
- D. Protection: Describe methods for protecting surrounding areas, landscaping, building occupants, pedestrians, vehicles, and non-masonry surfaces during the work from contact with rinse water, fumes, wastes, and cleaning effluents.
- E. Surface Preparation: Describe surface preparation to be completed before application of low pressure water wash.

**1.04 QUALITY ASSURANCE**

- A. Refer to DDC General Conditions Section 01 40 00 "Quality Requirements".



1. Historic Treatment Specialist Qualifications: A masonry cleaning specialist meeting the requirements of DDC General Conditions Section 014000 1.7/C/6.
- B. Pre-Application Meeting: Convene a pre-application meeting a maximum of three weeks before the start of exterior masonry restoration cleaning. Require attendance of parties directly affecting work of this section, including the Contractor, Commissioner, and applicator. Review environmental regulations, test panel procedures, protection of surrounding areas and non-masonry surfaces, surface preparation, application, and coordination with work of other trades.

#### **1.05 ENVIRONMENTAL REGULATIONS**

- A. Comply with applicable federal, state, and local environmental regulations regarding testing, handling, treatment, containment, collection, transport, disposal, and discharge of hazardous wastes and cleaning effluents.
- B. The Contractor shall be required to conform to all pertinent Federal, State and Local ordinances guidelines and regulations, including those promulgated by governmental regulators, in the treatment containment and disposal of all silica dust or other particulate matter disturbed as part of the Work.
- C. No prolonged water wash will be permitted during NYCDEP declared Drought Watch or Drought Emergency, Stage One or higher. The Contractor shall be responsible for confirming the existence of the above drought conditions and informing the Commissioner in writing of the drought condition at the intended time of cleaning. Drought information can be obtained at the NYCDEP website ([www.ci.nyc.us/html/dep/home.html](http://www.ci.nyc.us/html/dep/home.html)).

#### **1.06 TEST PANELS**

- A. Apply water wash to test panels prior to full scale application. Allow 48 hours or until test panels are thoroughly dry, before evaluating final appearance and results.
- B. If prolonged water wash does not produce results acceptable to the Commissioner, apply chemical cleaner per manufacturer's recommendations. Allow 48 hours or until test panels are thoroughly dry, before evaluating final appearance and results.
- C. For removal of biological growth, apply biological growth cleaner systems per manufacturer's recommendations. Allow 48 hours or until test panels are thoroughly dry, before evaluating final appearance and results.
- D. Do not begin full scale application until test panels are inspected and approved by the Commissioner.
  1. Size: Minimum 6 feet by 6 feet each.
  2. Locations: As determined by the Commissioner.
- E. Test all cleaning effluents generated by the restoration cleaning of the test panels to determine any hazardous characteristics. Comply with applicable federal, state, and local environmental regulations



regarding testing, handling, treatment, containment, collection, transport, disposal, and discharge of hazardous wastes.

- F. Retain and protect approved test panels in undisturbed condition during the work of this section, as a standard for judging the restoration cleaning work.

### **1.07 DELIVERY, STORAGE, AND HANDLING**

- A. Delivery: Deliver materials to site in manufacturer's original, unopened containers and packaging, with labels clearly identifying product name and manufacturer.

### **1.08 PROJECT CONDITIONS**

- A. Do not clean masonry surfaces when temperatures are below freezing or will be overnight, to avoid harm to masonry. Clean masonry surfaces only when air and masonry surface temperatures are 40°F and above. Allow adequate time for masonry to thaw if freezing conditions exist prior to application.

## **PART 2 - PRODUCTS**

### **2.01 WATER**

- A. Water for Rinsing: Clean and potable containing no deleterious materials leading to masonry discoloration.

### **2.02 RESTORATION CLEANERS**

- A. Light-Duty Restoration Cleaner: subject to compliance with the requirements, provide one of the following:
  1. Prosoco; Sure Klean Light Duty Restoration Cleaner
  2. Cathedral Stone; Light Duty Restoration Cleaner
  3. Artisan; Safer Limestone Cleaner
  4. Or approval equal.

### **2.03 BIOLOGICAL GROWTH CLEANER**

- A. Biological Growth Cleaner: subject to compliance with the requirements, provide one of the following:
  1. Prosoco; ReKlaim Activator/Cleaner/Afterwash
  2. Caathedral Stone; Bio-cleaner



3. D/2 Biological Solutions; D/2
4. Or approval equal.

### **PART 3 - EXECUTION**

#### **3.01 EXECUTION REQUIREMENTS**

- A. Refer to DDC General Conditions for execution requirements.

#### **3.02 EXAMINATION**

- A. Verify by examination that masonry surfaces are acceptable to receive the specified restoration cleaners.
- B. Verify that all non-masonry surfaces requiring protection can be adequately. Identify any surfaces where alternate protection is required and confirm protection methods with Commissioner prior to cleaning.

#### **3.03 PROTECTION**

- A. Protect surrounding areas, landscaping, building occupants, pedestrians, vehicles, and non-masonry surfaces during the work from residues, rinse water, fumes, wastes, and cleaning.
- B. Divert and protect pedestrian and auto traffic.
- C. Avoid wind drifting of spray of residues and rinse water.
- D. Test window glass for compatibility with chemical cleaning products to determine required protection.

#### **3.04 SURFACE PREPARATION**

- A. Apply all specified caulking and sealants and allow to cure before chemical cleaning begins.

#### **3.05 APPLICATION OF PROLONGED WATER WASH**

- A. Using apparatus proven successful in the test panels introduce a continuous low pressure rinse of the stone surfaces for the period of time determined by the successful test panel. Arrange apparatus to provide low pressure wetting of all stone surfaces to be cleaned at a constant rate. Water pressure shall not exceed 500 psi.
- B. After the approved rinse time period gently scrub the stone surfaces with approved natural soft bristle brushes and conduct final rinsing.





### **3.06 APPLICATION OF RESTORATION AND BIOLOGICAL CLEANERS**

- A. General: Apply restoration cleaners to substrates in accordance with manufacturer's instructions, environmental regulations, and application procedures determined from test panel results approved by the Architect. Consult manufacturer's instructions for information on equipment to be used and precautions to be taken with the specified products.
- B. Light Duty Restoration Cleaner:
  - 1. Wet thoroughly the area to be cleaned.
  - 2. Use cleaning gel as provided, do not dilute.
  - 3. Apply cleaning solution liberally using a brush using a gentle scrubbing manner.
  - 4. Allow dwell time of 5-15 minutes then gently scrub heavily soiled areas.
  - 5. Do not allow cleaning solution to dry on masonry. Rewet and reapply as required to achieve the approved dwell time.
  - 6. Rinse using low pressure water flood rinse to remove initial acidic residue. Water pressure shall not exceed 500 psi.
  - 7. Rinse thoroughly using low pressure water spray. Confirm acceptable pressure rates with the Manufacturer prior to cleaning operations. Water pressure shall not exceed 500 psi.

### **3.07 FIELD QUALITY CONTROL**

- A. Inspection: Inspect the restoration cleaning work with the Contractor, Commissioner, and applicator, and compare with approved test panels. Determine if the substrates are suitably prepared to start masonry restoration.

### **3.08 FINAL CLEANING**

- A. Clean site of all residues, rinse water, wastes, and cleaning effluents in accordance with environmental regulations.
- B. Remove and dispose of all materials used to protect surrounding areas and non-masonry surfaces, following completion of the work of this section.

**END OF SECTION 04 01 20**



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**SECTION 04 01 40  
MAINTENANCE OF STONE ASSEMBLIES**

**PART 1 - GENERAL**

**1.01 RELATED DOCUMENTS**

- A. The following documents apply to all required work for the Project: (1) the Contract Drawings, (2) the Specifications, (3) the General Conditions, (4) the Addendum and (5) the Contract [City of New York Standard Construction Contract].

**1.02 SUMMARY**

- A. Section includes:
1. Sound testing limestone surfaces, removal of any unsound material.
  2. Repairing stone masonry, including replacing whole units.
  3. Removing abandoned anchors.
- B. Related Masonry Restoration Cleaning work is described in Section 04 01 20 of these Specifications.
- C. Related Unit Masonry work is described in Section 04 20 00 of these Specifications.

**1.03 SUBMITTALS**

- A. Refer to DDC General Conditions Section 01 33 00 "Submittal Procedures".
- B. Submit the following items in time to prevent delay of the work and to allow adequate time for review and resubmittals, if needed; do not order materials or start work before receiving written approval.
1. Written certificates from the repair mortar manufacturer should be submitted stating that all installers of the repair mortar have successfully completed the instruction for installation of the mortar.
  2. Samples of all specified materials and Material Safety Data Sheets (MSDS) as appropriate.
  3. Certificates, except where the material is labeled with such certification, by the producers of the materials, that all materials supplied comply with all the requirements of these specifications and the appropriate standards.
  4. Submit min 12" square samples of stone to be used include one surface showing finish at exterior face. Submit manufacturer's data for epoxy adhesive.



5. Submit a shop drawing for each stone to be reset showing bedding and anchorage of stone unit or panel for review.

#### **1.04 QUALITY ASSURANCE**

- A. Refer to DDC General Conditions Section 01 40 00 "Quality Requirements".
  1. Historic Treatment Specialist Qualifications: A selective demolition specialist meeting the requirements of DDC General Conditions Section 014000 1.7/C/6.
- B. Masonry Repair Mortar Color Match Samples: Prepare a sample of each type of repair listed below, using masonry removed from the building where designated by the Commissioner. Prepare, install and finish each sample repair according to the specifications. All samples must be applied to masonry. Prepare samples in an area where they will be exposed to the same conditions as on the building during curing. Allow samples to cure at least three days before obtaining Commissioner's approval for color match. Samples should be viewed from a distance of approximately 12 feet.

#### **1.05 DELIVERY, STORAGE, AND HANDLING**

- A. Materials are to be delivered, stored, and handled to protect them from damage, extreme temperature, and moisture in accordance with Manufacturer's written instructions.
- B. Deliver and store material in Manufacturer's original, unopened containers with the grade, batch, and production date shown on the container or packaging.
- C. Comply with the Manufacturer's written specifications and recommendations for mixing, application, and curing of mortars.

#### **1.06 PROTECTION/SITE CONDITIONS**

- A. Cold Weather Requirements: Do not work in temperatures below 40 degrees F, or when the temperature is expected to fall below 40 degrees F for 48 hours after installation of repair mortars. Building an enclosure and heating areas to maintain this temperature may only be done with the written approval of the material Manufacturer. Remove work exposed to lower temperatures as directed by the Commissioner.
- B. Hot Weather Requirements: Protect repair mortar from direct sunlight and wind using protection measures submitted and approved when the ambient air temperature exceeds 70 degrees F. Do not use or prepare mortar when ambient air temperature is above 90 degrees F at the location of the work.
- C. Use all means necessary to protect the materials of this section before, during and after installation and to protect the work and materials of other trades, the building, and the public.



## **PART 2 - PRODUCTS**

### **2.01 MATERIALS, GENERAL**

- A. Source Limitations: Obtain each type of material for repairing stone (stone, cement, sand, etc.) from single source with resources to provide materials of consistent quality in appearance and physical properties.

### **2.02 STONE MATERIALS**

- A. Stone Matching Existing: Natural building stone of variety, color, texture, grain, veining, finish, size, and shape that match existing stone.
- B. For existing stone that exhibits a range of colors, texture, grain, veining, finishes, sizes, or shapes, provide stone that proportionally matches that range rather than stone that matches an individual color, texture, grain, veining, finish, size, or shape within that range.
- C. Cutting New Stone: Cut each new stone so that, when it is set in final position, the rift or natural bedding planes will match the rift orientation of existing stones.

### **2.03 STONE DUTCHMEN REPAIRS**

- A. Stone for cut stone repairs: provide full color blend Indiana Limestone finished to match existing adjacent stone ASTM C99.
- B. Pins for anchorage provide Type 304 Stainless Steel Threaded Rod sized per manufacturer's detail. Provide manufacturer's recommended adhesive.
- C. Adhesive for stone repairs: Provide low modulus, 100% reactive, 2-component, moisture insensitive, high strength epoxy adhesive compliant with ASTM C881.
  - 1. Products: Subject to compliance with requirements, provide one of the following:
    - a. Euclid Chemical; Duralflex Gel
    - b. Sika; Sikadur-23 Lo-Mod Gel
    - c. Dayton Superior; All Weather J51 AW
    - d. Or approved equal

### **2.04 STONE RESETTING MATERIALS**

- A. Resetting Mortar: Comply with BIA Technical Note 8 for Proportion Specification. Type N with cementitious material content limited to cement-lime. Proportions as follows: 1 part white Portland cement, 1 part lime, 6 parts aggregate.



- B. Stone anchors, veneer clips etc. Type 304 Stainless steel as approved by Commissioner. Bar anchors split -T anchors etc. shall have a minimum thickness of 3/16". Pins and rod anchors loops etc. shall have a minimum diameter of 3/8".

## **2.05 EMBEDDED FLASHING MATERIALS**

- A. Refer to Section 076200 for flashing of limestone, including weep holes.

## **PART 3 - EXECUTION**

### **3.01 EXECUTION REQUIREMENTS**

- A. Refer to DDC General Conditions for execution requirements.

### **3.02 EXECUTION, GENERAL**

- A. Mortar workmanship should comply with all applicable recommendations of the material manufacturer's written specifications and requirements except as modified in this and the following sections.
- B. Do not use any additives, such as bonding agents, accelerators, or retarders, in the mortar without prior written approval from the Manufacturer.

### **3.03 DUTCHMEN REPAIRS**

- A. Square cut/chisel repair area full depth to back up masonry. Grind back and coat exposed edge of cramp anchor.
- B. Fabricate stone repair piece to fit tightly into prepared opening with a pre-finished outer face to match existing adjacent stone surfaces. Max joint width 1/16". Set pin into repair stone and drill corresponding hole into back up masonry. Set stone into a full bed of adhesive at sides. Hold back adhesive 1/2" from the front edge. Point any opening in the joint with the above proprietary repair mortar. Install pin in adjacent stone as shown and close pin opening with proprietary repair mortar.

### **3.04 STONE SETTING:**

- A. Remove stones to be reset using methods that do not damage stone surfaces or arises. Mark and document stone locations prior to site storage. Do not mark stones on faces to be exposed.
- B. Confirm sound condition of stone upon removal bring any cracks, spalls or other defects to the attention of the Commissioner immediately. Inspect condition of back up masonry at resetting sites. Localized brick masonry replacement to achieve a sound substrate is included in the work. Key new back up masonry soundly into existing.



- C. Remove abandoned anchors, brackets, and other extraneous items no longer in use.
- D. Set stones using approved anchors in a full bed of mortar. Set stones plumb and level matching existing bond patterns and jointing. Tool mortar joints to match approved profiles.

**END OF SECTION 04 01 40**



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**SECTION 04 20 00  
UNIT MASONRY**

**PART 1 - GENERAL**

**1.01 RELATED DOCUMENTS**

- A. The following documents apply to all required work for the Project: (1) the Contract Drawings, (2) the Specifications, (3) the General Conditions, (4) the Addendum and (5) the Contract [City of New York Standard Construction Contract].

**1.02 SUMMARY**

- A. This Section includes unit masonry assemblies consisting of the following:
1. Concrete masonry units (CMUs).
  2. Concrete window sill units.
  3. Face brick.
  4. Mortar and grout.
  5. Reinforcing steel.
  6. Masonry joint reinforcement.
  7. Ties and anchors.
  8. Miscellaneous masonry accessories.
- B. Related Sections include the following:
1. Related Masonry Restoration Cleaning work is described in Section 040120 of these Specifications.
  2. Related Limestone Restoration work is described in Section 040140 of these Specifications.
  3. Related Structural Steel Framing work is described in Section 051200 of these Specifications.
  4. Related Flashing and Sheet Metal work is described in Section 076200 of the Specifications.
  5. Related Joint Sealants work is described in Section 079200 of these Specifications



### **1.03 DEFINITIONS**

- A. Reinforced Masonry: Masonry containing reinforcing steel in grouted cells.

### **1.04 SUBMITTALS**

- A. Refer to DDC General Conditions Section 01 33 00 "Submittal Procedures".
- B. Product Data: For each type of product indicated.
  - 1. Provide Environmental Materials Reporting Form.
- C. Shop Drawings: For the following:
  - 1. Masonry Units: Show sizes, profiles, coursing, and locations of special shapes.
  - 2. Reinforcing Steel: Detail bending and placement of unit masonry reinforcing bars. Comply with ACI 315, "Details and Detailing of Concrete Reinforcement."
- D. Samples for Verification:
  - 1. Precast concrete windowsill units.
  - 2. Unit masonry samples for each type of exposed masonry unit required; include in each set the full range of exposed color and texture to be expected in completed work. Include size variation data verifying that actual range of sizes for brick falls within ASTM C 216 dimension tolerances for brick where modular dimensioning is indicated.
  - 3. Colored masonry mortar samples for each color required showing the full range of color which can be expected in the finished work. Label samples to indicate type and amount of colorant used.
  - 4. Weep holes/vents.
  - 5. Accessories embedded in masonry.
- E. List of Materials Used in Constructing Mockups: List generic product names together with manufacturers, manufacturers' product names, model numbers, lot numbers, batch numbers, source of supply, and other information as required to identify materials used. Include mix proportions for mortar and grout and source of aggregates.
  - 1. Submittal is for information only. Neither receipt of list nor approval of mockup constitutes approval of deviations from the Contract Documents unless such deviations are specifically brought to the attention of Commissioner and approved in writing.
- F. Qualification Data: For testing agency.
- G. Material Certificates: Include statements of material properties indicating compliance with requirements including compliance with standards and type designations within standards. Provide for each type and size of the following:



1. Masonry units.
    - a. Include material test reports substantiating compliance with requirements.
    - b. For bricks, include size-variation data verifying that actual range of sizes falls within specified tolerances.
    - c. For exposed brick, include material test report for efflorescence according to ASTM C 67.
  2. Reinforcing bars.
  3. Joint reinforcement.
  4. Anchors, ties, and metal accessories.
- H. Mix Designs: For each type of mortar. Include description of type and proportions of ingredients.
- I. Cold-Weather Procedures: Detailed description of methods, materials, and equipment to be used to comply with cold-weather requirements.

#### **1.05 QUALITY ASSURANCE**

- A. Refer to DDC General Conditions Section 01 40 00 "Quality Requirements".
1. Historic Treatment Specialist Qualifications: A masonry specialist meeting the requirements of DDC General Conditions Section 014000 1.7/C/6.
- B. Testing Agency Qualifications: An independent agency qualified according to ASTM C 1093 for testing indicated, as documented according to ASTM E 548.
- C. Source Limitations for Masonry Units: Obtain exposed masonry units of a uniform texture and color, or a uniform blend within the ranges accepted for these characteristics, through one source from a single manufacturer for each product required.
- D. Source Limitations for Mortar Materials: Obtain mortar ingredients of a uniform quality, including color for exposed masonry, from a single manufacturer for each cementitious component and from one source or producer for each aggregate.
- E. Mockups: Build mockups to verify selections made under sample submittals and to demonstrate aesthetic effects and set quality standards for materials and execution.
1. Field Constructed Mock-Up: Prior to installation of masonry work, prepare a sample parapet panel on the building where directed by the Commissioner incorporating samples of all of the specified work. Obtain the Commissioner's written acceptance of the visual qualities before proceeding with the work. Retain accepted panel in undisturbed condition, suitably marked, during construction as a standard for judging completed work. If the first panel is not accepted by the Commissioner construct a second mock-up panel adjacent to the first incorporating all of the Commissioner's objections. Do not proceed with any masonry restoration work until a sample panel has been approved in writing by the Commissioner.



- a. Include a sealant-filled joint at least 16 inches long.
- b. Include all through-wall flashings, insulation, wall ties, weeps, other accessories, etc.
2. Clean exposed faces of mockups with masonry cleaner as indicated.
3. Protect accepted mockups from the elements with weather-resistant membrane.
4. Approval of mockups is for color, texture, and blending of masonry units; relationship of mortar and sealant colors to masonry unit colors; tooling of joints; and aesthetic qualities of workmanship.
  - a. Approval of mockups is also for other material and construction qualities specifically approved by Commissioner in writing.
  - b. Approval of mockups does not constitute approval of deviations from the Contract Documents contained in mockups unless such deviations are specifically approved by Commissioner in writing.
- F. Masonry Rebuilding shall not proceed without written approval of the mock-up by the Commissioner.
- G. Preinstallation Conference: Conduct conference at Project site.

#### **1.06 DELIVERY, STORAGE, AND HANDLING**

- A. Store masonry units on elevated platforms in a dry location. If units are not stored in an enclosed location, cover tops and sides of stacks with waterproof sheeting, securely tied. If units become wet, do not install until they are dry.
- B. Store cementitious materials on elevated platforms, under cover, and in a dry location. Do not use cementitious materials that have become damp.
- C. Store aggregates where grading and other required characteristics can be maintained and contamination avoided.
- D. Deliver preblended, dry mortar mix in moisture-resistant containers designed for lifting and emptying into dispensing silo. Store preblended, dry mortar mix in delivery containers on elevated platforms, under cover, and in a dry location or in a metal dispensing silo with weatherproof cover.
- E. Store masonry accessories, including metal items, to prevent corrosion and accumulation of dirt and oil.
- F. Store aggregates away from contaminants where grading and other required characteristics can be maintained.



## **1.07 PROJECT CONDITIONS**

- A. Protection of Masonry: During construction, cover tops of walls, projections, and sills with waterproof sheeting at end of each day's work. Cover partially completed masonry when construction is not in progress.
  - 1. Extend cover a minimum of 24 inches down both sides and hold cover securely in place.
  - 2. Where 1 wythe of multiwythe masonry walls is completed in advance of other wythes, secure cover a minimum of 24 inches down face next to unconstructed wythe and hold cover in place.
- B. Do not apply uniform floor or roof loads for at least 12 hours and concentrated loads for at least 3 days after building masonry walls or columns.
- C. Stain Prevention: Prevent grout, mortar, and soil from staining the face of masonry to be left exposed or painted. Immediately remove grout, mortar, and soil that come in contact with such masonry.
  - 1. Protect base of walls from rain-splashed mud and from mortar splatter by spreading coverings on ground and over wall surface.
  - 2. Protect sills, ledges, and projections from mortar droppings.
  - 3. Protect surfaces of window and door frames, as well as similar products with painted and integral finishes, from mortar droppings.
  - 4. Turn scaffold boards near the wall on edge at the end of each day to prevent rain from splashing mortar and dirt onto completed masonry.
- D. Cold-Weather Requirements: Do not use frozen materials or materials mixed or coated with ice or frost. Do not build on frozen substrates. Remove and replace unit masonry damaged by frost or by freezing conditions. Comply with cold-weather construction requirements contained in ACI 530.1/ASCE 6/TMS 602.
  - 1. Cold-Weather Cleaning: Use liquid cleaning methods only when air temperature is 40 deg F and above and will remain so until masonry has dried, but not less than 7 days after completing cleaning.
  - 2. No masonry work will be permitted if temperatures are, or are expected to be, below 40°F at the time of construction or if temperatures are, or are expected to be, below 35°F within the three (3) days following construction.
- E. Protect new masonry from rain or snow for at least 24 hours by covering with weather-resistive membrane.
- F. Use windbreaks or enclosures when wind is in excess of 15 mph.
- G. Hot-Weather Requirements: Comply with hot-weather construction requirements contained in ACI 530.1/ASCE 6/TMS 602.



## **PART 2 - PRODUCTS**

### **2.01 MASONRY UNITS, GENERAL**

- A. Defective Units: Referenced masonry unit standards may allow a certain percentage of units to exceed tolerances and to contain chips, cracks, or other defects exceeding limits stated in the standard. Do not use units where such defects, including dimensions that vary from specified dimensions by more than stated tolerances, will be exposed in the completed Work or will impair the quality of completed masonry.

### **2.02 CONCRETE MASONRY UNITS (CMUs)**

- A. Shapes: Provide shapes indicated and as follows:
1. Provide special shapes for lintels, corners, jambs, sashes, movement joints, headers, bond beam, and other special conditions.
  2. Provide square-edged units for outside corners, unless otherwise indicated.
  3. Provide hollow units per ASTM C 90.
- B. Concrete Masonry Units: ASTM C 90.
1. Weight Classification: Normal weight.
  2. Size (Width): Manufactured to dimensions 3/8 inch less than nominal dimensions.

### **2.03 BRICK**

- A. General: Provide shapes indicated and as follows:
1. For ends of sills and caps and for similar applications that would otherwise expose unfinished brick.
  2. Provide special shapes for applications where stretcher units cannot accommodate special conditions, including those at corners, movement joints, bond beams, sashes, and lintels.
  3. Provide special shapes for applications requiring brick of size, form, color, and texture on exposed surfaces that cannot be produced by sawing.
  4. Provide special shapes for applications where shapes produced by sawing would result in sawed surfaces being exposed to view.
- B. Facing Brick and Accessories: Provide face brick and accessories for restoration work to match the existing bricks in size, color and surface texture. Brick shall comply with ASTM C 216, Grade SW except where more stringent requirements are listed below. Absorption rate of the facing brick shall not exceed 11% when tested for 5 hours in boiling water.



- C. Size: Provide bricks manufactured to the following actual dimensions:
  - 1. Standard: 2-1/4" x 3-5/8" x 8" and to match existing.
  - 2. Provide special molded shapes where indicated and for application requiring brick of form, size and finish on exposed surfaces which cannot be produced from standard brick sizes by sawing.
- D. For sills, caps and similar applications resulting in exposure of brick surfaces which otherwise would be concealed from view, provide uncured or unfroged units with all exposed surfaces finished.
- E. Building (Common) Brick: ASTM C 62, Grade SW.

#### **2.04 MORTAR AND GROUT MATERIALS**

- A. General: No additives will be allowed. "Waterproof cement/mortar" and "masonry cement/mortar" are not acceptable.
- B. Portland Cement: ASTM C 150, Type I, except Type III may be used for cold weather construction. Provide natural color or white cement as required to produce required mortar color.
- C. Hydrated Lime: ASTM C 207, Type S. Comply with ASTM C 270.
- D. Mortar Pigments: Natural and synthetic iron oxides and chromium oxides, compounded for use in mortar mixes. Use only pigments with a record of satisfactory performance in masonry mortar.
- E. Aggregate for Mortar: ASTM C 144.
  - 1. For mortar that is exposed to view, use washed aggregate consisting of natural sand or crushed stone.
  - 2. White-Mortar Aggregates: Natural white sand or crushed white stone.
  - 3. Colored-Mortar Aggregates: Natural sand or crushed stone of color necessary to produce required mortar color.
  - 4. Colored Mortar Pigments: Natural and synthetic iron oxides and chromium oxides, compounded for use in mortar mixes. Use only pigments with record of satisfactory performance in masonry mortars.
- F. Colored Mortar Products: Subject to compliance with requirements, provide one of the following:
  - 1. Glen-Gery; Color Mortar Blend (Color Portland Cement-lime Mortar)
  - 2. Lehigh Portland Cement Company; Custom Color Cement
  - 3. Spec Mix; Portland Cement & Sand Masonry Mortar
  - 4. Or approved equal



## **2.05 REINFORCEMENT**

- A. Reinforcing Steel: For reinforcement of parapet walls, provide epoxy-coated rebar shop bent to the required configuration, various sizes indicated on Drawings.
- B. Wall Reinforcement: For installation in all masonry walls provide standard weight, type 304 stainless steel truss-style reinforcement.
  - 1. Products: Subject to compliance with requirements, provide one of the following:
    - a. Hohmann & Barnard, Inc.; #120 Truss Mesh
    - b. Wire-Bond; Truss 2 Wire
    - c. Heckmann; Truss Type Wall Reinforcement (1200)
    - d. Or approved equal

## **2.06 TIES AND ANCHORS**

- A. Wall Ties: For brick to back-up, provide 12 gage seismic notch veneer anchors with 9 gage pencil rods in 304 stainless steel. Provide stainless steel fasteners as recommended by the Manufacturer for substrate type.
  - 1. Products: Subject to compliance with requirements, provide one of the following:
    - a. Hohmann & Barnard; #345-SV Veneer Anchor with pencil rod
    - b. Wire-Bond; #2522 Seismic Veneer Anchor with pencil rod
    - c. Heckmann; L-type Seismic Veneer Anchor (360)
    - d. Or approved equal.
- B. Wall Ties: For brick to steel, provide 12 gage seismic notch channel slot veneer anchors with 9 gage pencil rods and 12 gage channel slot in 304 stainless steel.
  - 1. Products: Subject to compliance with requirements, provide one of the following:
    - a. Hohmann & Barnard; #364 SV Seismic-Notch Gripstay Channel Slot Anchors with pencil rod and #362 Channel Slot.
    - b. Wire-Bond; #1422 Channel Slot Anchor Seismic with pencil rod and #1302 Channel Slot.
    - c. Heckmann; Channel Slot Seismic Anchor (362) with pencil rod and Channel Slot (130).
    - d. Or approved equal
- C. Expansion Joint Stabilizers: Provide 304 stainless steel.
  - 1. Products: Subject to compliance with requirements, provide one of the following:





- a. Hohmann & Barnard; Slip-Set Stabilizer
- b. Wire-Bond; Control Joint Anchor
- c. Heckmann; Control Joint Anchor (353)
- d. Or approved equal

## **2.07 MISCELLANEOUS MASONRY ACCESSORIES**

### **A. Injection-molded PVC weep holes:**

1. Products: Subject to compliance with requirements, provide one of the following:
  - a. Hohmann & Barnard; #343 Weep Hole
  - b. Williams Products; Brick Vents
  - c. Wire-Bond; #3602 Louvered Weep Holes
  - d. Or approved equal

### **B. Sills and copings: Provide new precast concrete sills and copings to match the existing in size, configuration, texture and color. All sills and copings shall be prepitched with integral drips. Copings shall have integral drips inboard and outboard. Sills and Copings shall meet the following requirements:**

1. Minimum 28 Day Comprehensive Strength of 6500 psi per ASTM C 31 and C 39.
2. Maximum Absorption of 6% of dry weight ASTM C 642 using 2" cubes oven dried in accordance with ASTM C 97.
3. All precast sills and copings shall be reinforced using coated steel reinforcement as approved by Commissioner. Type, size, placement and cover of reinforcement is to be clearly labeled on all shop drawings.
4. Concrete Mix Components:
  - a. Portland Cement- ASTM C 150 Type I or III
  - b. Coarse and Fine Aggregate- ASTM C 33
  - c. Water - Potable
  - d. Air entraining admixture - ASTM C260

### **C. Refer to Section 076200 for flashing of masonry, including weep holes.**

### **D. Refer to Section 079200 for expansion joint sealant.**



## **2.08 MORTAR MIXES**

- A. General: Do not use admixtures, including pigments, air-entraining agents, accelerators, retarders, water-repellent agents, antifreeze compounds, or other admixtures, unless otherwise indicated.
  - 1. Do not use calcium chloride in mortar or grout.
  - 2. Limit cementitious materials in mortar to portland cement and lime.
- B. Preblended, Dry Mortar Mix: Furnish dry mortar ingredients in form of a preblended mix. Measure quantities by weight to ensure accurate proportions, and thoroughly blend ingredients before delivering to Project site.
- C. Mortar for Unit Masonry: Comply with ASTM C 270, Property Specification. Provide the following types of mortar for applications stated unless another type is indicated or needed to provide required compressive strength of masonry.
  - 1. For masonry below grade or in contact with earth, use Type M.
  - 2. For reinforced masonry, use Type S.
  - 3. For mortar parge coats, use Type N.
  - 4. For exterior, above-grade, load-bearing and non-load-bearing walls and parapet walls; for interior load-bearing walls; for interior non-load-bearing partitions; and for other applications where another type is not indicated, use Type S.
  - 5. For interior non-load-bearing partitions, Type O may be used instead of Type N.

## **PART 3 - EXECUTION**

### **3.01 EXECUTION REQUIREMENTS**

- A. Refer to DDC General Conditions for execution requirements.

### **3.02 PREPARATION**

- A. Examine conditions, with Installer present, for compliance with requirements for installation tolerances and other conditions affecting performance of work.
  - 1. Verify that reinforcing dowels are properly placed.
- B. Before installation, examine rough-in and built-in construction for piping systems to verify actual locations of piping connections.
- C. Proceed with installation only after unsatisfactory conditions have been corrected.



### **3.03 INSTALLATION, GENERAL**

- A. Thickness: Build cavity and composite walls and other masonry construction to full thickness shown.
- B. Build chases and recesses to accommodate items specified in this and other Sections.
- C. Leave openings for equipment to be installed before completing masonry. After installing equipment, complete masonry to match the construction immediately adjacent to opening.
- D. Use full-size units without cutting if possible. If cutting is required to provide a continuous pattern or to fit adjoining construction, cut units with motor-driven saws; provide clean, sharp, unchipped edges. Allow units to dry before laying unless wetting of units is specified. Install cut units with cut surfaces and, where possible, cut edges concealed.
- E. Select and arrange units for exposed unit masonry to produce a uniform blend of colors and textures.
  - 1. Mix units from several pallets or cubes as they are placed.
- F. Wetting of Brick: Wet brick before laying if initial rate of absorption exceeds 30 g/30 sq. in. (30 g/194 sq. cm) per minute when tested per ASTM C 67. Allow units to absorb water so they are damp but not wet at time of laying.
- G. Matching Existing Masonry Work: Match coursing, bonding, color and texture of new masonry work with existing work.
- H. Comply with construction tolerances in ACI 530.1/ASCE 6/TMS 602 and with the following:
  - 1. For conspicuous vertical lines, such as external corners, door jambs, reveals, and expansion and control joints, do not vary from plumb by more than 1/8 inch in 10 feet maximum.
  - 2. For vertical alignment of exposed head joints, do not vary from plumb by more than 1/4 inch in 10 feet maximum.
  - 3. For conspicuous horizontal lines, such as lintels, sills, parapets, and reveals, do not vary from level by more than 1/8 inch in 10 feet maximum.
  - 4. For exposed bed joints, do not vary from thickness indicated by more than plus or minus 1/8 inch, with a maximum thickness limited to 1/2 inch. Do not vary from bed-joint thickness of adjacent courses by more than 1/8 inch.
  - 5. For exposed head joints, do not vary from thickness indicated by more than plus or minus 1/8 inch. Do not vary from adjacent bed-joint and head-joint thicknesses by more than 1/8 inch.
  - 6. For faces of adjacent exposed masonry units, do not vary from flush alignment by more than 1/16 inch except due to warpage of masonry units within tolerances specified for warpage of units.
  - 7. For exposed bed joints and head joints of stacked bond, do not vary from a straight line by more than 1/16 inch from one masonry unit to the next.



### **3.04 LAYING MASONRY WALLS**

- A. Lay out walls in advance for accurate spacing of surface bond patterns with uniform joint thicknesses and for accurate location of openings, movement-type joints, returns, and offsets. Avoid using less-than-half-size units, particularly at corners, jambs, and, where possible, at other locations.
- B. Bond Pattern for Exposed Masonry: Unless otherwise indicated, lay exposed masonry in running bond to match existing, do not use units with less than nominal 4-inch horizontal face dimensions at corners or jambs. Bond and interlock each course of each wythe at corners. Replicate existing header courses.
- C. Lay concealed masonry with all units in a wythe in running bond. Bond and interlock each course of each wythe at corners. Do not use units with less than nominal 4-inch horizontal face dimensions at corners or jambs.
- D. Stopping and Resuming Work: Stop work by racking back units in each course from those in course below; do not tooth. When resuming work, clean masonry surfaces that are to receive mortar, remove loose masonry units and mortar, and wet brick if required before laying fresh masonry.
- E. Built-in Work: As construction progresses, build in items specified in this and other Sections. Fill in solidly with masonry around built-in items.
- F. Fill cores in hollow concrete masonry units with grout 24 inches under bearing plates, beams, lintels, posts, and similar items, unless otherwise indicated.

### **3.05 MORTAR BEDDING AND JOINTING**

- A. Lay masonry units with completely filled bed and head joints; butter ends with sufficient mortar to fill head joints and shove into place. Do not deeply furrow bed joints or slush head joints.
- B. Lay hollow concrete masonry units with full mortar coverage on horizontal and vertical face shells. Bed webs in mortar in starting course on footings and in all courses of piers, columns and pilasters, and where adjacent to cells or cavities to be reinforced or filled with concrete or grout. For starting course on footings where cells are not grouted, spread out full mortar bed including areas under cells.
- C. Match existing joint widths, except for minor variations required to maintain bond alignment. Mortar joints shall not exceed  $\frac{1}{2}$  inch.
- D. Cut joints flush for masonry walls which are to be concealed or to be covered by other materials, unless otherwise indicated.
- E. Tool exposed joints slightly concave using a jointer larger than joint thickness, unless otherwise indicated.
- F. Remove masonry units disturbed after laying; clean and reset in fresh mortar. Do not pound corners or jambs to shift adjacent stretcher units which have been set in position. If adjustments are required, remove units, clean off mortar and reset in fresh mortar.



- G. Collar Joints: After each course is laid, fill the vertical longitudinal joint between wythes solidly and with mortar except at joints directly above concealed flashing where weeps are installed. For solid walls only.
- H. Weeps: Install weeps at a maximum of 24" on center in the head joints of the course directly above all concealed flashings. Ascertain that the joint is kept clear of mortar.

### **3.06 REPOINTING EXISTING MASONRY**

- A. Joint Raking:
  - 1. Rake out mortar from joints to a depth equal to 2-1/2 times its width but not less than 3/4" nor less than that required to expose sound, un-weathered mortar. Do not damage adjacent masonry or in any way widen existing joints. Mortar removal shall be performed with hand tools if required to avoid widening mortar joints.
  - 2. Remove mortar from masonry surfaces within raked-out joints to provide reveals with square backs and to expose masonry for contact with pointing mortar. Brush, vacuum or flush joints to remove dirt and loose debris.
  - 3. After joints have been filled to a uniform depth, place remaining pointing mortar in 3 layers with each of first and second layers filling approximately 2/5 of joint depth and third layer the remaining 1/5. Fully compact each layer and allow to become thumbprint hard before applying next layer. Where existing bricks have rounded edges recess final layer slightly from face. Take care not to spread mortar over edges onto exposed masonry surfaces, or to featheredge mortar.
  - 4. When mortar is thumbprint hard, tool joints to match original appearance of joints, unless otherwise indicated. Remove excess mortar from edge of joint by brushing.
  - 5. Cure mortar by maintaining in a damp condition for not less than 72 hours.
- B. Window and Door Returns:
  - 1. General: At all areas of repointing, work shall include repointing of returns of all windows, doors and other openings prior to sealant work.
  - 2. Return joints shall be cut out using manual tools if necessary to avoid damage to existing windows / doors.

### **3.07 STRUCTURAL BONDING OF MULTI-WYTHE MASONRY:**

- A. Use individual metal ties installed in horizontal joints to bond wythes together. Provide ties as shown, but not less than one metal tie for 2 sq. ft. of wall area spaced not to exceed 16" o.c. horizontally and vertically. Stagger ties in alternate courses. Provide additional ties within 1'-0" of all openings and space not more than 3'-0" apart around perimeter of openings. At intersecting and abutting walls, provide ties at no more than 24" o.c. vertically.



- B. Where indicated use continuous horizontal joint reinforcement installed in horizontal mortar joints for bond tie between wythes. Install at not more than 16" o.c. vertically.
- C. Corners: Provide interlocking masonry unit bond in each course at corners, unless otherwise shown.
- D. For horizontally reinforced masonry, provide continuity at corners with prefabricated "L" units, in addition to masonry bonding.
- E. Intersecting and Abutting Walls: Unless vertical expansion or control joints are shown at juncture, provide same type of bonding specified for structural bonding between wythes and space as follows:
  - 1. Provide individual metal ties at not more than 16" o.c. vertically.
  - 2. Provide continuity with horizontal joint reinforcement using prefabricated "T" units.
- F. Intersecting Load-bearing Walls: If carried up separately, block or tooth vertical joint with 8" maximum offsets and provide rigid steel anchors spaced not more than 4'-0" o.c. vertically, or omit blocking and provide rigid steel anchors at not more than 2'-0" o.c. vertically. Form anchors of galvanized steel not less than 1-1/2" x 1/4" x 2'-0" long with ends turned up not less than 2" or with cross-pins. If used with hollow masonry units, embed ends in mortar-filled cores.

### **3.08 ANCHORING MASONRY VENEERS**

- A. Anchor masonry veneers to backup with seismic masonry-veneer anchors to comply with the following requirements:
  - 1. Fasten seismic anchors to masonry backup with metal fasteners of type indicated. Use two fasteners unless anchor design only uses one fastener.
  - 2. Embed connector sections and continuous wire in masonry joints.
  - 3. Locate anchor sections to allow maximum vertical differential movement of ties up and down.
  - 4. Space anchors as indicated, but not more than 18 inches o.c. vertically and 24 inches o.c. horizontally, with not less than 1 anchor for each 2 sq. ft. of wall area. Install additional anchors within 12 inches of openings and at intervals, not exceeding 8 inches, around perimeter.

### **3.09 CONTROL AND EXPANSION JOINTS**

- A. General: Install control and expansion joint materials in unit masonry as masonry progresses. Do not allow materials to span control and expansion joints without provision to allow for in-plane wall or partition movement.
- B. Form control joints in concrete masonry using one of the following methods:
  - 1. Fit bond-breaker strips into hollow contour in ends of concrete masonry units on one side of control joint. Fill resultant core with grout and rake out joints in exposed faces for application of sealant.



2. Install preformed control-joint gaskets designed to fit standard sash block.
  3. Install interlocking units designed for control joints. Install bond-breaker strips at joint. Keep head joints free and clear of mortar or rake out joint for application of sealant.
- C. Form expansion joints in brick made from clay or shale as follows:
1. General: At all corners, where the direction of the masonry wall changes, install vertical expansion joints to accommodate movement. Locate expansion joints as shown, or if not shown aligning the joints with the jambs of windows or other masonry openings.
  2. Install joint stabilizer anchors in a full bed of mortar at a maximum of 16" on center. Anchors shall be installed in new brick work on both sides of new joints.
  3. Maintain a clear, vertical, continuous joint of uniform width. Do not allow mortar, or other material that might impede movement, to fill the joint.
  4. Install expandable foam sealant in the joint per the Manufacturer's instructions. Maintain the face of the sealant at a constant depth from the face of the masonry. Allow the sealant to expand into position before bond breaker and additional sealant is installed.
- D. Provide horizontal, pressure-relieving joints by either leaving an air space or inserting a compressible filler of width required for installing sealant and backer rod specified in Division 07 Section "Joint Sealants," but not less than 3/8 inch.

### **3.10 FLASHING AND WEEP HOLES**

- A. General: Install embedded flashing and weep holes in masonry at shelf angles, lintels, ledges, other obstructions to downward flow of water in wall, and where indicated.
- B. Refer to Section 076200 Flashing and Sheet Metal for the installation of flashing.
- C. Install weep holes in head joints in exterior wythes of first course of masonry immediately above embedded flashing and as follows:
  1. Use specified weep/vent products to form weep holes.
  2. Space weep holes 24 inches o.c., unless otherwise indicated.

### **3.11 REINFORCED UNIT MASONRY INSTALLATION**

- A. Temporary Formwork and Shores: Construct formwork and shores as needed to support reinforced masonry elements during construction.
  1. Construct formwork to provide shape, line, and dimensions of completed masonry as indicated. Make forms sufficiently tight to prevent leakage of mortar and grout. Brace, tie, and support forms to maintain position and shape during construction and curing of reinforced masonry.



2. Do not remove forms and shores until reinforced masonry members have hardened sufficiently to carry their own weight and other temporary loads that may be placed on them during construction.

B. Placing Reinforcement: Comply with requirements in ACI 530.1/ASCE 6/TMS 602.

C. Grouting: Do not place grout until entire height of masonry to be grouted has attained enough strength to resist grout pressure.

1. Comply with requirements in ACI 530.1/ASCE 6/TMS 602 for cleanouts and for grout placement, including minimum grout space and maximum pour height.

D. Touch-up epoxy coating on rebar in accordance with coating manufacturer's instructions after welding.

### **3.12 LOOSE LINTEL INSTALLATION**

A. Refer to Section 051200 for installation of loose laid lintels.

B. Refer to Section 076200 for installation of new flashing at lintel locations.

C. Remove minimum of three courses of masonry above the lintel level for new lintel installation. New lintels are to bear minimum 6" at each jamb. Any damaged bricks in the bearing course below replacement lintels shall be replaced as part of the work.

D. After completed installation for new lintel and flashing, rebuild masonry to match existing coursing, color and texture.

E. Maintain joint width for replacement units, key into existing adjacent masonry.

F. Install new weeps a minimum 24" on center above level of new flashing, minimum 3 weeps per opening.

G. Tool exposed mortar joints to match joints of the surrounding existing brick work.

### **3.13 FIELD QUALITY CONTROL**

A. Testing Agency: The City of New York will engage qualified testing agency to perform Special Inspections. Allow inspectors access to scaffolding and work areas, as needed to perform inspections.

1. Place grout only after inspectors have verified compliance of grout spaces and grades, sizes, and locations of reinforcement.





### **3.14 REPAIRING, POINTING, AND CLEANING**

- A. Remove and replace masonry units that are loose, chipped, broken, stained, or otherwise damaged or that do not match adjoining units. Install new units to match adjoining units; install in fresh mortar, pointed to eliminate evidence of replacement.
- B. Pointing: During the tooling of joints, enlarge voids and holes, except weep holes, and completely fill with mortar. Point up joints, including corners, openings, and adjacent construction, to provide a neat, uniform appearance. Prepare joints for sealant application, where indicated.
- C. In-Progress Cleaning: Clean unit masonry as work progresses by dry brushing to remove mortar fins and smears before tooling joints.
- D. Final Cleaning: After mortar is thoroughly set and cured, clean exposed masonry as follows:
  - 1. Remove large mortar particles by hand with wooden paddles and nonmetallic scrape hoes or chisels.
  - 2. Clean brick by bucket-and-brush hand-cleaning method described in BIA Technical Notes 20.
  - 3. Clean concrete masonry by cleaning method indicated in NCMA TEK 8-2A applicable to type of stain on exposed surfaces.
  - 4. Clean stone trim to comply with stone supplier's written instructions.

### **3.15 MASONRY WASTE DISPOSAL**

- A. Salvageable Materials: Unless otherwise indicated, excess masonry materials are Contractor's property. At completion of unit masonry work, remove from Project site.

**END OF SECTION 04 20 00**



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**SECTION 05 12 00**  
**STRUCTURAL STEEL FRAMING**

**PART 1 - GENERAL**

**1.01 RELATED DOCUMENTS**

- A.  The following documents apply to all required work for the project: (1) the Contract Drawings, (2) the Specifications, (3) the General Conditions, (4) the Addendum and (5) the Contract (City of New York Standard Construction Contract).

**1.02 SUMMARY**

- A.  Section includes, but is not limited to, the following as shown on the drawings and as specified herein:
1.  Furnish and deliver for installation by other trades, angles, steel for repairs and angle lintels with complete instructions and templates to facilitate installation.
  2.  Furnish and erect all angles, steel for repairs and angle lintels and all related connections (bolted and welded).
  3.  Shop painting and field touch-up painting.
  4.  Lintels and angles attached to structural steel as shown on drawings.
  5.  Unless specifically excluded, furnish and install all other items for structural steel work indicated on the drawings, specified, or obviously needed to make the work of this Section complete.
- B.  Related Requirements:
1.  Division 03 Section 033000 "Cast in Place Concrete"
  2.  Division 04 Section 042000 "Unit Masonry"
- C.  Related Work Specified Elsewhere:
1.  Installation of angles lintels.
  2.  Repair of existing steel.
  3.  Installation of loose lintels furnished under this section.
  4.  Miscellaneous metal work.
  5.  Field painting of structural steel, except as specified herein.
  6.  Fireproofing systems.

**1.03 DEFINITIONS**

- A.  Structural Steel: Elements of structural-steel frame, as classified by AISC 303, "Code of Standard Practice for Steel Buildings and Bridges."

- B.  Heavy Sections: Rolled and built-up sections as follows:
1.  Shapes included in ASTM A 6/A 6M with flanges thicker than 1-1/2 inches .
  2.  Welded built-up members with plates thicker than 2 inches .

#### **1.04 PERFORMANCE REQUIREMENTS**

- A.  Connections: Provide details of all connections required by the drawings to be completed by structural steel fabricator.
1.  Select and complete connections using schematic details indicated and AISC 360.
  2.  Use design method indicated on structural drawings.

#### **1.05 SUBMITTAL PROCEDURES**

- A.  Refer to DDC General Conditions Section 013300 “Submittal Procedures.

#### **1.06 ACTION SUBMITTALS**

- A.  Product Data:
1.  Structural-steel materials
  2.  High-strength bolt-but-washer assemblies.
  3.  Shop primer.
- B.  Shop Drawings: Submit shop drawings in accordance with the specifications as follows:
1.  Show clearly all work, including relationship of structural steel to the adjacent work of other trades and to significant lines of finishes of other trades.
  2.  Do not fabricate or deliver work to the site before drawings reviewed by the Commissioner have been returned.
  3.  Before preparing steel shop drawings, submit proposed submittal schedule for review by Commissioner
  4.  Before preparing steel shop drawings, submit for review a set of job standards showing all necessary joint details with full particulars of connection pieces, shop and field welds, and holes for erection bolts and permanent bolts.
  5.  Submit calculations for design of connections on job standards and all other connections.
  6.  Prepare remainder of steel shop drawings after approval of job standards and erection plans. Drawings submitted prior to approval of job standards will be returned without review.
  7.  Prepare shop drawings in conformance with the applicable procedures shown in "*Detailing for Steel Construction*," latest edition, published by AISC. Prepare shop drawings under the supervision of competent engineering personnel, licensed by the state in which the construction is to take place. During the preparation of shop drawings, and prior to submittal, coordinate and cross check all shop drawings, including those prepared by



- subcontractors, for compliance with the Contract Documents.
8.  Indicate clearly the size and grade of steel for each component. Identify rolled shapes, tubes and plates by using the standard designations used in "Steel Construction Manual" Latest Edition, by AISC.
  9.  Indicate welds and nondestructive tests by using the symbols conforming to AWS A2.4 "Symbols for Welding and Nondestructive Testing." Where necessary for clarity, indicate welding procedure designations or other data in the tail of the welding symbol.
  10.  Use bolted connections wherever possible; avoid field welding unless otherwise noted on drawings.
  11.  Scaling of the Commissioner's drawings is not permitted. This applies to hard paper, electronic, and all other versions.
  12.  Submit, in writing, any proposed deviations from the Contract Documents, prior to the submission of shop drawings showing the proposed deviation. Submit requests for deviations on the steelwork subcontractor's letterhead. Deviations not identified, or identified only in letters of transmittal or in shop drawings or both, without the required written request, may not be accepted, and will be sufficient cause for the Commissioner to return each shop drawing containing such deviations without further action. Acceptance of shop drawings containing deviations not detected by the Commissioner during shop drawing review will not relieve the steelwork subcontractor from responsibility to conform strictly to the Contract Documents.
  13.  Prior to resubmission of shop drawings with additions or corrections, circle or bubble and identify all changes. Drawings submitted without each change being clearly identified are subject to return for resubmission.
  14.  Prior to making shop drawings for any portion of the work involving alterations to an existing structure, make all necessary field observations, measurements and surveys of existing conditions. If probes are required to accomplish such measurements, give timely notice where probes will be required.
- C.  Submit certified copies of each survey conducted by a surveyor licensed by the state in which the construction is to take place and employed by the structural steel subcontractor. Survey must show elevations and locations of base plates and anchor bolts to receive structural steel, and final elevations and locations for major members. Indicate discrepancies between actual installation and Contract Documents.
- D.  Welding Procedure Specifications (WPs) and Procedure Qualification Records (PQRs): Provide in accordance with AWS D1.1/D1.1M for each welded joint qualified by testing, including the following:
1.  Power source (constant current or constant voltage).
- E.  Reports:
1.  Submit certified copies of mill test reports for all steel furnished. Perform mechanical and chemical tests for all material regardless of thickness or use.
  2.  Submit qualification certificates of all welders who will perform work on the project.
  3.  Submit survey of erected steelwork as required.
- F.  Submit verification of bio-degradable or low VOC, and low Hazardous Air Pollutants (HAPS)

cleaning solutions. Provide a cut sheet for all cleaning solutions used in the surface preparation of steel components. Highlight VOC limits and chemical component limits.

### **1.07 INFORMATIONAL SUBMITTALS**

- A.  Qualification Data: For installer and fabricator.
- B.  Mill test reports for structural-steel materials, including chemical and physical properties.
- C.  Product Test Reports: For the following:
  - 1.  Bolts, nuts, and washers, including mechanical properties and chemical analysis.
  - 2.  Direct-tension indicators.
  - 3.  Tension-controlled, high-strength, bolt-nut-washer assemblies.
- D.  Source quality-control reports.
- E.  Field quality-control reports.

### **1.08 QUALITY ASSURANCE**

- A.  Refer to DDC General Conditions Section 014000 "Quality Requirements."
- B.  Fabricator Qualifications: A qualified fabricator that participates in the AISC Quality Certification Program and is designated an AISC-Certified Plant, Category BU or is accredited by the IAS Fabricator Inspection Program for Structural Steel (Acceptance Criteria 172).
- C.  Installer Qualifications: A qualified Installer who participates in the AISC Quality Certification Program and is designated an AISC-Certified Erector.
- D.  Welding Qualifications: Qualify procedures and personnel in accordance with AWS D1.1/D1.1M.
  - 1.  Welders and welding operators performing work on bottom-flange, demand-critical welds must pass the supplemental welder qualification testing, as required by AWS D1.8/D1.8M. FCAW-S and FCAW-G are considered separate processes for welding personnel qualification.

### **1.09 DELIVERY, STORAGE AND HANDLING**

- A.  Store materials to permit easy access for inspection and identification. Keep steel members off ground and spaced by using pallets, dunnage, or other supports and spacers. Protect steel members and packaged materials from corrosion and deterioration.
  - 1.  Do not store materials on structure in a manner that might cause distortion, damage, or overload to members or supporting structures. Repair or replace damaged materials or

structures as directed.

- B.  Store fasteners in a protected place in sealed containers with manufacturer's labels intact.
  - 1.  Fasteners may be repackaged provided City of New York's testing and inspecting agency observes repackaging and seals containers.
  - 2.  Clean and lubricate bolts and nuts that become dry or rusty before use.
  - 3.  Comply with manufacturers' written recommendations for cleaning and lubricating ASTM F3125/F3125M, Grade F1852 bolt assemblies and for retesting bolt assemblies after lubrication.
- C.  Deliver materials to site at such intervals to ensure uninterrupted progress of work. Minimize the disturbances to site.
- D.  Deliver materials which are to be embedded in cast-in-place concrete in ample time not to delay work.
- E.  Store materials to permit easy access for inspection and identification. Keep steel members in a safe, dry, off ground location, using pallets, platforms, or other supports. Protect steel members and packaged materials from corrosion and deterioration, discoloration or staining.
- F.  Do not store materials on structure in a manner that might cause distortion or damage to members of supporting structures. Repair or replace damaged materials or structures as directed.

## **1.10 PERFORMANCE REQUIREMENTS**

- A.  Comply with applicable provisions of the following specifications and documents:
  - 1.  ANSI/AISC 303.
  - 2.  ANSI/AISC 360.
  - 3.  RCSC's "Specification for Structural Joints Using High-Strength Bolts"
- B.  Connections: Provide details of all connections required by the Drawings to be completed by structural steel fabricator (including comprehensive engineering analysis by a qualified professional engineer licensed in the State of New York) to withstand loads indicated and comply with other information and restrictions indicated, unless noted otherwise.
  - 1.  Select and complete connections using schematic details indicated in AISC 360.
  - 2.  Use Design method indicated on structural Drawings.

## **PART 2 - PRODUCTS**

### **2.01 STRUCTURAL-STEEL MATERIALS**

- A.  Steel shapes, including structural steel wide flange and structural tee rolled shapes, channels, angles, plates, pipe, and hollow structural sections: As noted on structural drawings.

## 2.02 BOLTS AND CONNECTORS

- A.  High Strength A325 Bolts, Nuts, and Washers: ASTM F3125/F3125M, Grade A325, Type 1, heavy-hex steel structural bolts; ASTM A563, Grade DH, heavy-hex carbon-steel nuts; and ASTM F436/F436M, Type 1, hardened carbon-steel washers; all with plain finish.
- B.  High-Strength A490 Bolts, Nuts, and Washers: ASTM F3125/F3125M, Grade A490, Type 1, heavy-hex steel structural bolts or Grade F2280 tension-control, bolt-nut-washer assemblies with splined ends; ASTM A563, Grade DH, heavy-hex carbon-steel nuts; and ASTM F436/F436M, Type 1, hardened carbon-steel washers; all with plain finish.
- C.  Tension-Control, High-Strength Bolt-Nut-Washer Assemblies: ASTM F3125/F3125M, Grade F1852, Type 1, head assemblies, consisting of steel structural bolts with splined ends; ASTM A563, Grade DH, heavy-hex carbon-steel nuts; and ASTM F436/F436M, Type 1, hardened carbon-steel washers.
  - 1.  Finish: Mechanically deposited zinc coating for galvanized steel applications.
- D.  Filler metal for welding electrodes. As noted on structural drawings.

## 2.03 PRIMER

- A.  Steel Primer:
  - 1.  Comply with Section 099110 “Painting” and finish requirements noted on drawings.
    - a.  For steel not designated as exposed on Drawings, provide one coat of shop primer.
- B.  Structural steel field paint for exposed members: rust inhibitive primer conforms to the following criteria
  - 1.  Coordinate all paint requirements with specification section 099110.
  - 2.  Demonstrate a minimum of adhesion as classified by 4B of ASTM D 3359 method A
  - 3.  Demonstrate a minimum opacity as determined by ASTM D 2805
  - 4.  Demonstrate corrosion resistance per standards ASTM B 117 & ASTM D 5894
  - 5.  “Slip Critical” compatible rating where applicable.
  - 6.  The product may not contain any of the prohibited compounds as listed in Green Seal *Standard for Paintings and Coatings*, GS-11, latest edition and in the Master Painters Institute *Green Performance Standard*, GPS-1-08.
  - 7.  The product must meet the VOC limits as set forth in the MPI Green Performance Standard, GPS-1-08, with a maximum allowable VOC of 400 g/L for rust preventative coatings. Limits are expressed in thinned state. Preference will be given to products with the least crystalline silica content.
  - 8.  The product must meet all the requirements of MPI Standards: 23, 26, 76, 79, 95, 107, 135, 173, 275. Products not listed with MPI are acceptable if and only if they meet the same environmental criteria for the same product category. Products not listed with MPI are acceptable if and only if they meet the same environmental criteria for the same product



category.

- a.  Exterior exposed steel, normal conditions: Use alkyd or polyamide solvent based paints (MPI #'s 23, 79)
- b.  Interior exposed steel: Use water based paint (MPI # 107)

### **PART 3 - EXECUTION**

#### **3.01 EXECUTION REQUIREMENTS**

- A.  Refer to DDC General Conditions for execution requirements.

#### **3.02 FABRICATION**

- A.  All shop connections must be high strength bolted unless specifically shown otherwise. Fabricate work in shop in as large assemblies as practicable. Use welded connections only where shown on drawings. If a bolted connection is not possible, obtain written approval from the Commissioner for the welded connection.
- B.  Camber: As indicated on drawings.
- C.  Mill column ends and bearing stiffeners to give full bearing over the cross section. Plane contact surfaces of bearing plates when required by the AISC Specifications. It is not necessary to plane bottom surfaces of plates on grout beds.
- D.  Drill or punch holes at right angles to the surface of the metal, not more than 1/16" larger than the connector diameter. Do not make or enlarge holes by burning. Drill material having a thickness in excess of the connector diameter and material thicker than 7/8". Holes must be clean-cut without torn or ragged edges. Remove outside burrs resulting from drilling operations.
- E.  Provide holes in members to permit connection of the work of other trades. Use suitable templates for proper location of these holes. Steel requiring adjustment or accurate alignment must be provided with slotted holes or full bearing shims as shown.
- F.  Provide holes, slots and openings required by other trades together with necessary reinforcing required. Use suitable templates for proper location of these openings. All such openings must be shown on the shop drawings. No change in size or location will be permitted without prior approval.
- G.  Manual flame cutting must be done only with a mechanically guided torch. An unguided torch may be used provided the cut is within 1/8" of the required line.

#### **3.03 SHOP CONNECTIONS**

- A.  Provide connections as shown on the drawing exactly as detailed. Where connections are not

detailed, the minimum connections must comply with appropriate tables headed, "Framed Beam Connections" shown in the AISC "Manual of Steel Construction" unless otherwise noted on the drawings. Use high strength bolts unless otherwise shown.

- B.  Do not use welded connections unless shown on details. Field welding is not allowed without written instruction from the Commissioner.
- C.  Proportion and detail all connections on shop drawings to resist forces shown on Contract Drawings.
- D.  Bolting
  - 1.  Bolts must be of a length that will extend not less than 1/4" beyond the nuts. Enter bolts into holes without damaging the thread.
  - 2.  Joint Type: As noted on the Structural Drawings.
  - 3.  Make high-strength bolted joints without the use of erection bolts. Bolt heads and nuts must rest squarely against the metal. Where structural members have sloping surface, bolted connections must be provided with beveled washers to afford square seating or framing for bolt heads or nuts.
  - 4.  All joints are to be compacted to the snug-tight condition in accordance with Section 8 of the RCSC "Specification for Structural Joints Using High-Strength Bolts." Protect bolt heads and threads from damage during installation.
  - 5.  Pretensioned and slip-critical joints are to be installed by one of the methods prescribed in Section 8.2 of the RCSC "Specification for Structural Joints Using High-Strength Bolts," unless written approval is obtained from the Commissioner.
  - 6.  Bolts that have been completely tightened must be marked for identification.
- E.  Welding
  - 1.  The following environmentally preferable welding processes must be used as described for the related application without exception:
    - a.  Submerged Arc Welding (SAW): Plate girders, fillet and butt joints in pipes, cylinders, columns and beams, and welds where 'downhand' or horizontal positions are possible.
    - b.  Gas Metal Arc Welding (GMAW) may be used where SAW is not applicable (such as for angled connections and anything irregular or short).
    - c.  Field welding may be allowed only in special circumstances; in such cases Flux Core Arc welding (FCAW) may be specified.
  - 2.  Do not begin structural welding until joint elements are inspected for surface preparation, fit-up, and cleanliness of surface to be welded and are then bolted or tacked in intimate contact and adjusted to dimensions shown on drawings, or both, with allowance for any weld shrinkage that is expected. No members are to be spliced without prior approval by the Commissioner.
    - a.  Containment surface preparation debris must meet SSPC-Guide 6 guidelines.
  - 3.  Pre-heat and interpass temperature must be in accordance with Table 4.2 (including



footnotes) of the AWS Code for Welding in Building Construction. The temperature must be measured from the side opposite to that which the pre-heat is applied, where possible.

4.  All groove welds will be continuous and full penetration welds unless otherwise shown on the Contract Drawings. Welds made without the aid of a back-up bar must have their roots chipped, ground or roughened out to sound metal from the second side, before welding is done from the second side.
5.  All welds must be sound throughout. There must be no crack in any weld or weld pass. Weld may be considered sound if it contains only slight porosity or fusion defects which are well dispersed.
6.  The heat, input, length of weld and sequence of weld must be controlled to prevent distortions. The surfaces to be welded and the filler metals to be used will be subject to inspection before any welding is performed.

### **3.04 SHOP PAINTING AND CLEANING**

#### **A. Finishing, coating, plating**

1.  Shop painting and factory finishing will be preferred to field painting whenever possible. Where applicable, finishes and surface preparations based on a physical process such as abrasive blasting, grinding, buffing and polishing are preferred to coatings and solvent based cleaning. Where coatings are necessary powder-coated fabrication is preferred to painting and plating. Avoid plated metals especially those using cadmium and chromium as plate material or cyanide or copper/formaldehyde based electroless copper as the plating solution.

#### **B. Remove all rust, scale, grease and other detrimental foreign matter in accordance with SSPC-SP 3, Power Tool Cleaning, unless conditions/opportunities listed below apply.**

1.  Use surface preparation classification recommended by paint manufacturer, SSPC or Master Painters Institute (MPI) for paint product used.
  - a.  SSPC-Guide 6, Guide for Containing Debris Generated During Paint Removal Operations, must be followed for all applicable surface preparation techniques.

#### **C. Immediately after surface preparation, apply structural steel primer paint where specified, in accordance with manufacturer's instructions and at a rate to provide dry film thickness of not less than 2.0 mils. Use painting methods which result in full coverage of joints, corners, edges and exposed surfaces. Use type of primer paint as specified in "Materials" article above. Apply two coats to surfaces that will be inaccessible after erection.**

#### **D. Paint all structural steel in accordance with the foregoing specification, except as follows:**

1.  Steel which is to receive spray-on fireproofing.
2.  Within 2" of field welds or welds made after paint is applied.
3.  Faying surfaces in bolted connections must be prepared per Section 3.2 of the RCSC "Specification for Structural Joints Using High-Strength Bolts."
4.  Machined surfaces and threaded parts required for adjustment of the structure. Protect

these with suitable rust inhibiting coating which may be removed after final installation of the work so that proper finished coatings may be applied.

### **3.05 GALVANIZING**

- A.  Hot-Dip Galvanized Finish: Apply zinc coating by the hot-dip process to structural steel according to ASTM A 123/A 123M.
  - 1.  Fill vent and drain holes that will be exposed in the finished Work, unless they will function as weep holes, by plugging with zinc solder and filing off smooth.

### **3.06 SOURCE QUALITY CONTROL**

- A.  Refer to testing and inspection requirements specified above.

### **3.07 EXAMINATION**

- A.  Verify field measurements prior to start of erection. Check the alignment and elevation of all column supports and location of all anchor bolts with transit and level instruments before starting erection. Notify Commissioner of any errors. Obtain Commissioner's approval of methods proposed for correcting errors prior to proceeding with corrections and erection.
- B.  Proceed with installation only after unsatisfactory conditions have been corrected.

### **3.08 PREPARATION**

- A.  Provide temporary shores, guys, braces, and other supports during erection to keep structural steel secure, plumb, and in alignment against temporary construction loads and loads equal in intensity to design loads. Remove temporary supports when permanent structural steel, connections, and bracing are in place unless otherwise indicated.

### **3.09 ERECTION**

- A.  Set structural steel accurately in locations and to elevations indicated and according to AISC 303 and AISC 360.
- B.  Maintain erection tolerances of structural steel within AISC's "Code of Standard Practice for Steel Buildings and Bridges."
- C.  Column billets and bearing plates must be supported and aligned on steel wedges, shims, or leveling nuts. After the supported members have been plumbed and properly positioned by instrument and anchor nuts tightened, the entire bearing area under the plate must be packed solidly with grout specified in another Section. Wedges and shims must be set back a minimum of 3/4" from the edges of plates and may be left in place. Leveling plates are not permitted.

D.□ Drifting

- 1.□ Light drifting necessary to draw holes together will be permitted, but drifting of unfair holes will not be permitted. Twist drills may be used to enlarge holes as necessary to the next larger size; use next larger size bolts as required. Reaming that weakens the members, or make it impossible to fill the holes properly or to adjust accurately after reaming, will not be allowed.

**3.10 FIELD CONNECTIONS**

A.□ In addition to the requirements for shop connections comply with the following:

- 1.□ High-Strength Bolts: Install high-strength bolts according to RCSC's "Specification for Structural Joints Using High-Strength Bolts" for type of bolt and type of joint specified.
- 2.□ Joint Type: As noted on structural drawings.

B.□ Weld Connections: Comply with AWS D1.1/D1.1M for tolerances, appearances, welding procedure specifications, weld quality, and methods used in correcting welding work.

- 1.□ Comply with AISC 303 and AISC 360 for bearing, alignment, adequacy of temporary connections, and removal of paint on surfaces adjacent to field welds.
- 2.□ Assemble and weld built-up sections by methods that will maintain true alignment of axes without exceeding tolerances in AISC 303 for mill material.

**3.11 REPAIRS AND PROTECTION**

A.□ Galvanized Surfaces: Clean areas where galvanizing is damaged or missing and repair galvanizing to comply with ASTM A 780.

B.□ Touchup Painting: Immediately after erection, clean exposed areas where primer is damaged or missing and paint with the same material as used for shop painting to comply with SSPC-PA 1 for touching up shop-painted surfaces.

- 1.□ Clean and prepare surfaces by SSPC-SP 3, Power Tool Cleaning.

C.□ After erection, all damaged areas in shop coat, exposed surfaces of bolt heads, nuts and washers, and all field welds and unpainted areas adjacent to field welds and high strength bolts must be painted with a "touch-up" application of same paint used in the shop coat and then painted with same paint used for shop coat tinted another color. Retouch in field, any scraped, abraded, and unpainted surfaces. Painting must be as specified for shop coats.

D.□ Structural steel which is to support mechanical equipment and will be left exposed to the weather in the finished project must be field painted with one coat of anti-corrosive paint as described in Part 2 for Paint Materials.

E.□ Refer to structural drawings for all other requirements.

### **3.12 FIELD QUALITY CONTROL**

- A.  Special Inspections: City of New York will engage a special inspector to perform the following special inspections:
  - 1.  Structural Steel – Welding (BC 1705.2.1)
  - 2.  Structural Steel Details – (BC 1705.2.2)
  - 3.  Structural Steel – Bolting (BC 1705.2.3)
  
- B.  Testing Agency: City of New York will engage a qualified special inspector to perform tests and inspections.
  - 1.  Bolted Connections: Inspect and test bolted connections in accordance with RCSC’s “Specification for Structural Joints Using High-Strength Bolts.”
  - 2.  Welded Connections: Visually inspect field welds in accordance with AWS D1.1/D1.1M.
    - a.  In addition to visual inspection, test and inspect field welds in accordance with AWS D1.1/D1.1M and the following inspection procedures, at testing agency’s option:
      - 1)  Liquid Penetrant Inspection: ASTM E165/E165M.
      - 2)  Magnetic Particle Inspection: ASTM E709; performed on root pass and on finished weld. Cracks or zones of incomplete fusion or penetration are not accepted.
      - 3)  Ultrasonic Inspection: ASTM E164.

**END OF SECTION 051200**

**SECTION 05 31 00**  
**STEEL DECKING**

**PART 1 - GENERAL**

**1.01 RELATED DOCUMENTS**

- A. The following documents apply to all required work for the project: (1) the Contract Drawings, (2) the Specifications, (3) the General Conditions, (4) the Addendum and (5) the Contract (City of New York Standard Construction Contract).

**1.02 SUMMARY**

- A. Section includes, but is not limited to, the following as shown on the drawings and as specified herein:
1. Composite floor deck.
  2. All necessary deck supports other than principal framing members, including diagonals at columns, angles, plates, etc.
  3. Flashing, cell closures, closure plates and sheet metal work required to contain concrete.
- B. Related Requirements:
1. Concrete.
  2. Structural steel.
  3. Fireproofing systems.
  4. Sheet metal work.

**1.03 SUBMITTAL PROCEDURES**

- A. Refer to DDC General Conditions Section 013300 “Submittal Procedures.”

**1.04 ACTION SUBMITTALS**

- A. Product Data:
1. Composite floor deck.
- B. Shop Drawings: Submit shop drawings in accordance with the specifications as follows:
1. Include layout and types of deck panels, anchorage details, side-lap connectors and pattern, reinforcing channels, pans, cut deck openings, special jointing, accessories, and attachments to other construction.
  2. Do not use reproductions of the Contract Drawings as shop drawings.

### **1.05 INFORMATIONAL SUBMITTALS**

A. Certificates:

1. Product Certificates: For each type of steel deck.

B. Testing and Evaluation Reports:

1. Product Test Reports: For tests performed by a qualified testing agency, indicating that each of the following complies with requirements:
  - a. Power-actuated fasteners.

C. Field Quality-Control Submittals:

1. Field quality-control reports.

D. Qualification Statements: For welding personnel.

### **1.06 PERFORMANCE REQUIREMENTS**

- A. Metal deck unit sizes and gauges are indicated on the Contract Documents. Gauges indicated on the Drawings are a minimum. Thickness of deck may be required to be increased by deck manufacturer for loadings indicated on Drawings.
- B. Maximum allowable deflection under live load plus superimposed dead load must not exceed (1/360) of the span length, or 1/4-inch, whichever is less.
- C. Deck will be sized as unshored. Shoring of deck is not permitted unless specifically shown in areas on the Drawings.
- D. Units included in a fire rated assembly must be classified in appropriate UL design.

### **1.07 QUALITY ASSURANCE**

A. Refer to DDC General Conditions Section 014000 "Quality Requirements."

B. Qualifications:

1. Welding Qualifications: Qualify procedures and personnel in accordance with SDI QA/QC and the following welding codes:
  - a. AWS D1.1/D1.1M
  - b. AWS D1.3/D1.3M

### **1.08 DELIVERY, STORAGE AND HANDLING**

- A. Protect steel deck from corrosion, deformation, and other damage during delivery, storage, and handling.



- B. □ Store products in accordance with SDI MOC3. Stack steel deck on platforms or pallets and slope to provide drainage. Protect with a waterproof covering and ventilate to avoid condensation.
- C. □ Do not store materials on structure in a manner that might cause distortion or damage to members of supporting structures. Repair or replace damaged materials or structures as directed.

## **1.09 PROJECT CONDITIONS**

- A. □ Examine all work prepared by other trades to receive work of this section and report and defects affecting installation to the contractor for correct. Commencement of work will be construed as complete acceptance of preparatory work by other trades.
- B. □ If the supporting beams are not properly aligned or sufficiently level to permit proper bearing of the steel decking units, the steel decking contractor must bring the matter to the attention of the contractor for corrective action. The steel decking units are not to be placed until the necessary corrections are made.

## **PART 2 - PRODUCTS**

### **2.01 PERFORMANCE REQUIREMENTS**

- A. □ AISI Specifications: Comply with calculated structural characteristics of steel deck in accordance with AIS S100.
- B. □ Fire-Resistance Ratings: Comply with ASTM E119; testing by a qualified testing agency. Identify products with appropriate markings of applicable testing agency.
  - 1. □ Indicate design designations from UL’s “Fire Resistance Directory” or form listings of another qualified testing agency.

### **2.02 COMPOSITE FLOOR DECK**

- A. □ Provide manufactured deck units in accordance with applicable requirements of the Steel Deck Institute’s “Design Manual for Floor Decks and Roof Decks.”
- B. □ Manufacturers: Subject to compliance with requirements, provide one of the following:
  - 1. □ Canam Steel Corporation; Canam Group, Inc.
  - 2. □ New Millennium Building Systems, LLC.
  - 3. □ Nucor Corp.
  - 4. □ Vulcraft; Nucor Vulcraft Group.
  - 5. □ Or approved equal.
- C. □ Composite Floor Deck: Fabricate panels with integrally embossed or raised pattern ribs and interlocking side laps, to comply with SDI C, with the minimum section properties indicated, and with the following:

1. □ Galvanized Steel Sheet: ASTM A653/A653M, Structural Steel (SS), Grade 33, G90 zinc coating.
2. □ Profile Depth: 2 inches
3. □ Design Uncoated Steel Thickness: 0.0474 inches,
4. □ Span Condition: Single span.

### **2.03 ACCESSORIES**

- A. □ Provide manufacturer's standard accessory materials for deck that comply with requirements indicated.
- B. □ Mechanical Fasteners: Corrosion-resistant, low-velocity, power-actuated or pneumatically driven carbon-steel fasteners; or self-drilling, self-threading screws.
- C. □ Side-Lap Fasteners: Corrosion-resistant, hexagonal washer head; self-drilling, carbon-steel screws, No. 10 minimum diameter.
- D. □ Flexible Closure Strips: Vulcanized, closed-cell, synthetic rubber,
- E. □ Miscellaneous Sheet Metal Deck Accessories: Steel sheet, minimum yield strength or 33,000 psi, not less than 0.0356-inch design uncoated thickness, of same material and finish as deck; of profile indicated or required for application.
- F. □ Pour Stops and Girder Fillers: Steel sheet, minimum yield strength of 33,000 psi, of same material and finish as deck, and of thickness and profile recommended by SDI standards for overhang dimension and slab depth.
- G. □ Column Closures, End Closures, Z-Closures, and Cover Plates: Steel sheet, of same material, finish, and thickness as deck, unless otherwise indicated.
- H. □ Galvanizing Repair Paint: ASTM A780/A780M.

## **PART 3 - EXECUTION**

### **3.01 EXECUTION REQUIREMENTS**

- A. □ Refer to DDC General Conditions for execution requirements.

### **3.02 EXAMINATION**

- A. □ Examine supporting frame and field conditions for compliance with requirements for installation tolerances and other conditions affecting performance of the Work.
- B. □ Proceed with installation only after unsatisfactory conditions have been corrected.

### 3.03 FABRICATION

- A.  Fabricate deck units in accordance with the AIS “Specification for the Design of Cold-Formed Steel Structural Members” and accepted shop drawings. Fabricate deck units to the sizes and configurations indicated and cut to lengths which will span between supporting members; use only full-length units at overhangs where indicated in a manner that laps fit tightly. Locate openings for penetrations where indicated and provide support framing and edge reinforcement for all openings.

### 3.04 INSTALLATION, GENERAL

- A.  Install deck panels and accessories in accordance with SDI C, manufacturer’s written instructions, and requirements in this Section.
- B.  Locate deck bundles to prevent overloading of supporting members.
- C.  Place deck panels on supporting frame and adjust to final position with ends accurately aligned and bearing on supporting frame before being permanently fastened. Do not stretch or contract side-lap interlocks.
- D.  Place deck panels flat and square and fasten to supporting frame without warp or deflection.
- E.  Cut and nearly fit deck panels and accessories around openings and other work projecting through or adjacent to deck.
- F.  Provide additional reinforcement and closure pieces at openings as required for strength, continuity of deck, and support of other work.
- G.  Comply with AWS requirements and procedures for manual shielded metal arc welding, appearance and quality of welds, and methods used for correcting welded work.
- H.  Mechanical fasteners may be used on lieu of welding to fasten deck. Locate mechanical fasteners and install in accordance with deck manufacturer’s written instructions.
- I.  All welding must be performed by competent experienced welding mechanics, Welding mechanics must have AWS D1.3 certification for welding sheet metal less than 1/8-inch thick.
- J.  All abraded or damaged protective surfaces of steel decking work must be touched up with a protective coat of paint by the contractor as erected.

### 3.05 INSTALLATION OF FLOOR DECK

- A.  Fasten floor deck panels to steel supporting member by arc spot (puddle) welds of the surface diameter as follows:
- Weld Diameter: 3/4-inch nominal.  
Weld Spacing: Weld edge ribs of panels at each contact with support. Space additional welds

an average of 16 inches apart, but no more than 18 inches apart.

- B.  Side-Lap and Perimeter Edge Fastening: Fasten side laps and perimeter edges of panels between supports, at intervals not exceeding the lesser of on-half of the span or 24 inches, using one of the following methods:
1.  Mechanically fasten with self-drilling No. 10 diameter or larger carbon-steel screw.
  2.  Fasten with a minimum of 1-1/2-inch-long welds.
- C.  End Bearing: Install deck ends over supporting frame with a minimum end bearing of 1-1/2-inches, with end joints as follows:
1.  End-joints: Lapped 2” or butted at Contractor’s option.
- D.  Pour Stops and Girder Fillers: Weld steel sheet pour stops and girder fillers to supporting structure in accordance with SDI recommendations, unless otherwise indicated.
- E.  Floor Deck Closures: Weld steel sheet column closures, cell closures, and Z-closures to deck in accordance with SDI recommendations to provide tight-fitting closures at open ends of ribs and at sides of deck.

### **3.06 CORRECTIVE WORK**

- A.  Galvanizing Repairs: Prepare and repair damaged galvanized coatings on both surfaces of deck with galvanized repair paint in accordance with ASTM A780/A780M and manufacturer’s written instructions.
- B.  Repair Painting: Repair abraded deck with galvanized paint in accordance with ASTM A780/A780M.

### **3.07 FIELD QUALITY CONTROL**

- A.  Special Inspections: City of New York will engage a special inspector to perform the following special inspections.
- B.  Tests and Inspections:
1.  Special inspections and qualification of welding special inspectors for cold-formed steel floor deck in accordance with quality-assurance inspection requirements of SDI QA/QC.
    - a.  Field welds will be subject to inspection.
  2.  Steel decking will be considered defective if it does not pass tests and inspections.
- C.  Testing agency to prepare test and inspection reports.

### **END OF SECTION 053100**



**SECTION 05 50 00  
METAL FABRICATIONS**

**PART 1 - GENERAL**

**1.01 RELATED DOCUMENTS**

- A. The following documents apply to all required work for the Project: (1) the Contract Drawings, (2) the Specifications, (3) the General Conditions, (4) the Addendum and (5) the Contract [City of New York Standard Construction Contract].

**1.02 SUMMARY**

- A. This Section includes the following:
1. Metal ladders.
  2. Metal dunnage stairs with steel-grating treads.
  3. Steel railings attached to metal stairs.
- B. Related Sections include the following:
1. Related Resin Based Roofing work is described in Section 075000 of these Specifications.
  2. Related Painting work is described in Section 099110 of these Specifications.

**1.03 PERFORMANCE REQUIREMENTS**

- A. Thermal Movements: Provide exterior metal fabrications that allow for thermal movements resulting from the following maximum change (range) in ambient and surface temperatures by preventing buckling, opening of joints, overstressing of components, failure of connections, and other detrimental effects. Base engineering calculation on surface temperatures of materials due to both solar heat gain and nighttime-sky heat loss.
1. Temperature Change (Range): 120 deg F, ambient; 180 deg F, material surfaces.

**1.04 SUBMITTALS**

- A. Refer to DDC General Conditions Section 01 33 00 "Submittal Procedures".
- B. Product Data: For the following:
1. Metal Ladders



2. Stair gratings
- C. Shop Drawings: Show fabrication and installation details for metal fabrications.
  1. Include plans, elevations, sections, and details of metal fabrications and their connections. Show anchorage and accessory items.
  2. Provide templates for anchors and bolts specified for installation under other Sections.
  3. For installed products indicated to comply with design loads, include structural analysis data signed and sealed by the qualified professional engineer licensed in the State of New York responsible for their preparation.
- D. Mill Certificates: Signed by manufacturers of stainless-steel sheet certifying that products furnished comply with requirements.
- E. Welding certificates.

#### **1.05 QUALITY ASSURANCE**

- A. Refer to DDC General Conditions Section 01 40 00 "Quality Requirements".
- B. Welding: Qualify procedures and personnel according to the following:
  1. AWS D1.1, "Structural Welding Code--Steel."
  2. AWS D1.3, "Structural Welding Code--Sheet Steel."
  3. AWS D1.6, "Structural Welding Code--Stainless Steel."

#### **1.06 PROJECT CONDITIONS**

- A. Field Measurements: Verify actual locations of walls and other construction contiguous with metal fabrications by field measurements before fabrication and indicate measurements on Shop Drawings.
  1. Provide allowance for trimming and fitting at site.

#### **1.07 COORDINATION**

- A. Coordinate installation of anchorages for metal fabrications. Furnish setting drawings, templates, and directions for installing anchorages, including sleeves, concrete inserts, anchor bolts, and items with integral anchors, that are to be embedded in concrete or masonry. Deliver such items to Project site in time for installation.
- B. Coordinate installation of steel weld plates and angles for casting into concrete that are specified in this Section but required for work of another Section. Deliver such items to Project site in time for installation.



## **PART 2 - PRODUCTS**

### **2.01 PERFORMANCE REQUIREMENTS**

- A. Engage a qualified professional engineer licensed in the State of New York to design stairs and railings, including attachment to existing metal dunnage.
- B. Structural Performance of Stairs: Metal stairs shall withstand the effects of gravity loads and the following loads and stresses within limits and under conditions indicated:
  - 1. Uniform Load: 100 lbf/sq. ft..
  - 2. Concentrated Load: 300 lbf applied on an area of 2 sq. in.
  - 3. Uniform and concentrated loads need not be assumed to act concurrently.
  - 4. Stair Framing: Capable of withstanding stresses resulting from railing loads in addition to loads specified above.
  - 5. Limit deflection of treads, platforms, and framing members to  $L/360$ .
- C. Structural Performance of Railings: Railings, including attachment to building construction, shall withstand the effects of gravity loads and the following loads and stresses within limits and under conditions indicated:
  - 1. Handrails and Top Rails of Guards:
    - a. Uniform load of 50 lbf/ft. applied in any direction.
    - b. Concentrated load of 200 lbf applied in any direction.
    - c. Uniform and concentrated loads need not be assumed to act concurrently.

### **2.02 METALS, GENERAL**

- A. Metal Surfaces, General: Provide materials with smooth, flat surfaces, unless otherwise indicated. For metal fabrications exposed to view in the completed Work, provide materials without seam marks, roller marks, rolled trade names, or blemishes.

### **2.03 FERROUS METALS**

- A. Steel Plates, Shapes, and Bars: ASTM A 36/A 36M.
- B. Steel Bars for Grating Treads: ASTM A 36/A 36M or steel strip, ASTM A 1011/A 1011M or ASTM A 1018/A 1018M.
- C. Steel Wire Rod for Grating Crossbars: ASTM A 510/A 510M.



- D. Steel Tubing: ASTM A 500, cold-formed steel tubing.
- E. Steel Tubing for Railings: ASTM A 513/A 513M.
- F. Provide galvanized finish for exterior installations and where indicated

#### **2.04 FASTENERS**

- A. General: Unless otherwise indicated, provide zinc-plated fasteners with coating complying with ASTM B 633 or ASTM F 1941/F 1941M, Class Fe/Zn 12 for exterior use, and Class Fe/Zn 5 where built into exterior walls.

#### **2.05 MISCELLANEOUS MATERIALS**

- A. Welding Rods and Bare Electrodes: Select according to AWS specifications for metal alloy welded.
- B. Shop Primers: Provide primers that comply with Section 099110 Painting.
- C. Galvanizing Repair Paint: High-zinc-dust-content paint for regalvanizing welds in steel, complying with SSPC-Paint 20.
- D. Bituminous Paint: Cold-applied asphalt emulsion complying with ASTM D 1187.
- E. Nonshrink, Nonmetallic Grout: Factory-packaged, nonstaining, noncorrosive, nongaseous grout complying with ASTM C 1107. Provide grout specifically recommended by manufacturer for interior and exterior applications.

#### **2.06 FABRICATION, GENERAL**

- A. Shop Assembly: Preassemble items in the shop to greatest extent possible. Disassemble units only as necessary for shipping and handling limitations. Use connections that maintain structural value of joined pieces. Clearly mark units for reassembly and coordinated installation.
- B. Cut, drill, and punch metals cleanly and accurately. Remove burrs and ease edges to a radius of approximately 1/32 inch, unless otherwise indicated. Remove sharp or rough areas on exposed surfaces.
- C. Form bent-metal corners to smallest radius possible without causing grain separation or otherwise impairing work.
- D. Form exposed work true to line and level with accurate angles and surfaces and straight edges.
- E. Weld corners and seams continuously to comply with the following:
  - 1. Use materials and methods that minimize distortion and develop strength and corrosion resistance of base metals.





2. Obtain fusion without undercut or overlap.
  3. Remove welding flux immediately.
  4. At exposed connections, finish exposed welds and surfaces smooth and blended so no roughness shows after finishing and contour of welded surface matches that of adjacent surface.
- F. Form exposed connections with hairline joints, flush and smooth, using concealed fasteners where possible. Where exposed fasteners are required, use Phillips flat-head (countersunk) screws or bolts, unless otherwise indicated. Locate joints where least conspicuous.
- G. Fabricate seams and other connections that will be exposed to weather in a manner to exclude water. Provide weep holes where water may accumulate.
- H. Cut, reinforce, drill, and tap metal fabrications as indicated to receive finish hardware, screws, and similar items.
- I. Provide for anchorage of type indicated; coordinate with supporting structure. Space anchoring devices to secure metal fabrications rigidly in place and to support indicated loads.
1. Where units are indicated to be cast into concrete or built into masonry, equip with integrally welded steel strap anchors, 1/8 by 1-1/2 inches, with a minimum 6-inch embedment and 2-inch hook, not less than 8 inches from ends and corners of units and 24 inches o.c., unless otherwise indicated.

## **2.07 MISCELLANEOUS FRAMING AND SUPPORTS**

- A. General: Provide steel framing and supports not specified in other Sections as needed to complete the Work.
- B. Fabricate units from steel shapes, plates, and bars of welded construction, unless otherwise indicated. Fabricate to sizes, shapes, and profiles indicated and as necessary to receive adjacent construction retained by framing and supports. Cut, drill, and tap units to receive hardware, hangers, and similar items.
- C. Fabricate supports for operable partitions from continuous steel beams of sizes indicated with attached bearing plates, anchors, and braces as indicated. Drill bottom flanges of beams to receive partition track hanger rods; locate holes where indicated on operable partition Shop Drawings.
- D. Galvanize miscellaneous framing and supports where indicated.
- E. Prime miscellaneous framing and supports with zinc-rich primer where indicated.



## **2.08 MISCELLANEOUS STEEL TRIM**

- A. Unless otherwise indicated, fabricate units from steel shapes, plates, and bars of profiles shown with continuously welded joints and smooth exposed edges. Miter corners and use concealed field splices where possible.
- B. Provide cutouts, fittings, and anchorages as needed to coordinate assembly and installation with work of other trades.
  - 1. Provide with integrally welded steel strap anchors for embedding in concrete or masonry construction.
- C. Galvanize exterior miscellaneous steel trim and interior miscellaneous steel trim, as required.

## **2.09 METAL LADDERS**

- A. General:
  - 1. Comply with ANSI A14.3, unless otherwise indicated.
  - 2. Space siderails 18 inches apart, unless otherwise indicated.
  - 3. Support each ladder at top and bottom and not more than 60 inches o.c. with welded or bolted brackets, made from same metal as ladder.
  - 4. Size brackets to support ladder securely and to hold centerline of ladder rungs clear of the wall surface by not less than 7 inches.
  - 5. Extend side rails 42 inches above top rung, and return rails to wall or structure unless other secure handholds are provided.
  - 6. If the adjacent structure does not extend above the top rung, goose-neck the extended rails back to the structure to provide secure ladder access and flash all roofing penetrations.
- B. Steel Ladders:
  - 1. Siderails: Continuous, 3/8-by-2-1/2-inch steel flat bars, with eased edges.
  - 2. Rungs: 3/4-inch-diameter steel bars spaced 12 inches o.c.
  - 3. Fit rungs in centerline of siderails; plug-weld and grind smooth on outer rail faces.
  - 4. Provide nonslip surfaces on top of each rung, either by coating rung with aluminum-oxide granules set in epoxy-resin adhesive or by using a type of manufactured rung filled with aluminum-oxide grout.
  - 5. Galvanize exterior ladders including brackets and fasteners.



## **2.10 FABRICATION OF STEEL-FRAMED STAIRS**

- A. NAAMM Stair Standard: Comply with NAAMM AMP 510, "Metal Stairs Manual," for Industrial Class, unless more stringent requirements are indicated.
- B. Stair Framing:
  - 1. Fabricate stringers of steel channels.
    - a. Stringer Size: As required to comply with "Performance Requirements" Article.
    - b. Provide closures for exposed ends of channel stringers.
    - c. Finish: Galvanized.
  - 2. Construct platforms and tread supports of steel channel headers and miscellaneous framing members as required to comply with "Performance Requirements" Article.
    - a. Provide closures for exposed ends of channel framing.
    - b. Finish: Galvanized.
  - 3. Weld or bolt stringers to headers; weld or bolt framing members to stringers and headers.
- C. Metal Bar-Grating Stairs: Form treads and platforms to configurations shown from metal bar grating; fabricate to comply with NAAMM MBG 531, "Metal Bar Grating Manual."
  - 1. Fabricate treads and platforms from welded steel grating with openings in gratings no more than 1/2 inch in least dimension.
    - a. Surface: Serrated.
    - b. Finish: Galvanized.
  - 2. Fabricate grating treads with steel angle or steel plate carrier at each end for stringer connections.
    - a. Secure treads to stringers with bolts.
- D. Risers: Open.

## **2.11 FABRICATION OF STAIR RAILINGS**

- A. Fabricate railings to comply with requirements indicated for design, dimensions, details, finish, and member sizes, including wall thickness of member, post spacings, wall bracket spacing, and anchorage, but not less than that needed to withstand indicated loads.
  - 1. Rails and Posts: 1-1/2-inch-diameter top and bottom rails and posts.
  - 2. Intermediate Rails Infill: 1-1/2-inch-diameter intermediate rails spaced less than 21 inches clear.



- B. Welded Connections: Fabricate railings with welded connections.
1. Fabricate connections that are exposed to weather in a manner that excludes water.
    - a. Provide weep holes where water may accumulate internally.
  2. Cope components at connections to provide close fit, or use fittings designed for this purpose.
  3. Weld all around at connections, including at fittings.
  4. Use materials and methods that minimize distortion and develop strength and corrosion resistance of base metals.
  5. Obtain fusion without undercut or overlap.
  6. Remove flux immediately.
  7. Finish welds to comply with NOMMA's "Voluntary Joint Finish Standards" for Finish #4 - Good quality, uniform undressed weld with minimal splatter as shown in NAAMM AMP 521.
- C. Form changes in direction of railings as follows:
1. By bending or by inserting prefabricated elbow fittings.
- D. For changes in direction made by bending, use jigs to produce uniform curvature for each repetitive configuration required.
1. Maintain cross section of member throughout entire bend without buckling, twisting, cracking, or otherwise deforming exposed surfaces of components.
- E. Close exposed ends of railing members with prefabricated end fittings.
- F. Provide wall returns at ends of wall-mounted handrails unless otherwise indicated.
1. Close ends of returns unless clearance between end of rail and wall is 1/4 inch or less.
- G. Connect posts to stair framing by direct welding unless otherwise indicated.
- H. Brackets, Flanges, Fittings, and Anchors: Provide wall brackets, end closures, flanges, miscellaneous fittings, and anchors for interconnecting components and for attaching to work of other trades.
1. Furnish inserts and other anchorage devices for connecting to concrete or masonry work.
  2. For galvanized railings, provide galvanized fittings, brackets, fasteners, sleeves, and other ferrous-metal components.

## **2.12 FINISHES, GENERAL**

- A. Comply with NAAMM's "Metal Finishes Manual for Architectural and Metal Products" for recommendations for applying and designating finishes.



- B. Finish metal fabrications after assembly.

### **2.13 STEEL AND IRON FINISHES**

- A. Galvanizing: Hot-dip galvanize items as indicated to comply with applicable standard listed below:
  - 1. ASTM A 123/A 123M, for galvanizing steel and iron products.
  - 2. ASTM A 153/A 153M, for galvanizing steel and iron hardware.
- B. Preparation for Shop Priming: Prepare uncoated ferrous-metal surfaces to comply with minimum requirements indicated below for SSPC surface preparation specifications and environmental exposure conditions of installed metal fabrications:
  - 1. Exteriors (SSPC Zone 1B): SSPC-SP 6/NACE No. 3, "Commercial Blast Cleaning."
  - 2. Interiors (SSPC Zone 1A): SSPC-SP 3, "Power Tool Cleaning."
- C. Shop Priming: Apply shop primer to uncoated surfaces of metal fabrications, except those with galvanized finishes and those to be embedded in concrete, sprayed-on fireproofing, or masonry, unless otherwise indicated. Comply with SSPC-PA 1, "Paint Application Specification No. 1: Shop, Field, and Maintenance Painting of Steel," for shop painting.

## **PART 3 - EXECUTION**

### **3.01 EXECUTION REQUIREMENTS**

- A. Refer to DDC General Conditions for execution requirements.

### **3.02 INSTALLATION, GENERAL**

- A. Cutting, Fitting, and Placement: Perform cutting, drilling, and fitting required for installing metal fabrications. Set metal fabrications accurately in location, alignment, and elevation; with edges and surfaces level, plumb, true, and free of rack; and measured from established lines and levels.
- B. Fit exposed connections accurately together to form hairline joints. Weld connections that are not to be left as exposed joints but cannot be shop welded because of shipping size limitations. Do not weld, cut, or abrade surfaces of exterior units that have been hot-dip galvanized after fabrication and are for bolted or screwed field connections.
- C. Field Welding: Comply with the following requirements:
  - 1. Use materials and methods that minimize distortion and develop strength and corrosion resistance of base metals.
  - 2. Obtain fusion without undercut or overlap.



3. Remove welding flux immediately.
  4. At exposed connections, finish exposed welds and surfaces smooth and blended so no roughness shows after finishing and contour of welded surface matches that of adjacent surface.
- D. Fastening to In-Place Construction: Provide anchorage devices and fasteners where metal fabrications are required to be fastened to in-place construction. Provide threaded fasteners for use with concrete and masonry inserts, toggle bolts, through bolts, lag bolts, wood screws, and other connectors.
- E. Provide temporary bracing or anchors in formwork for items that are to be built into concrete, masonry, or similar construction.

### **3.03 INSTALLING MISCELLANEOUS FRAMING AND SUPPORTS**

- A. General: Install framing and supports to comply with requirements of items being supported, including manufacturers' written instructions and requirements indicated on Shop Drawings.
- B. Anchor supports for operable partitions securely to and rigidly brace from building structure.

### **3.04 ADJUSTING AND CLEANING**

- A. Touchup Painting: Immediately after erection, clean field welds, bolted connections, and abraded areas. Paint uncoated and abraded areas with the same material as used for shop painting to comply with SSPC-PA 1 for touching up shop-painted surfaces.
- B. Apply by brush or spray to provide a minimum 2.0-mil dry film thickness.
- C. Touchup Painting: Cleaning and touchup painting of field welds, bolted connections, and abraded areas of shop paint are specified in Section 099110 Painting.
- D. Galvanized Surfaces: Clean field welds, bolted connections, and abraded areas and repair galvanizing to comply with ASTM A 780.

**END OF SECTION 05 50 00**



**SECTION 06 42 00  
WOOD PANELING**

**PART 1 - GENERAL**

**1.01 RELATED DOCUMENTS**

- A. The following documents apply to all required work for the Project: (1) the Contract Drawings, (2) the Specifications, (3) the General Conditions, (4) the Addendum and (5) the Contract [City of New York Standard Construction Contract].

**1.02 SUMMARY**

- A. Section Includes:
1. Interior standing and running trim.
  2. Stile and rail wood paneling.
  3. Wood furring, blocking, shims, and hanging strips for installing interior architectural woodwork items that are not concealed within other construction.

**1.03 COORDINATION**

- A. Coordinate sizes and locations of framing, blocking, furring, reinforcements, and other related units of Work specified in other Sections, to ensure that interior architectural woodwork can be supported and installed as indicated.

**1.04 SUBMITTALS**

- A. Refer to DDC General Conditions Section 01 33 00 "Submittal Procedures."
- B. Product Data: For the following:
1. Anchors.
  2. Adhesives.
  3. Shop finishing materials.
- C. Shop Drawings:
1. Include the following:
    - a. Dimensioned plans, elevations, and sections.
    - b. Attachment details.
  2. Show large-scale, full-size details.



3. Show locations and sizes of furring, blocking, and hanging strips, including blocking and reinforcement concealed by construction and specified in other Sections.
- D. Samples for Initial Selection: For each type of exposed finish.
1. Size:
    - a. Panel Products: 12 inches by 12 inches.
    - b. Lumber Products: Not less than 5 inches wide by 12 inches long, for each species and cut, finished on one side and one edge.
- E. Samples for Verification: For the following:
1. Lumber for Transparent Finish: Not less than 5 inches wide by 12 inches long for each species and cut, finished on one side and one edge.
  2. Veneer Leaves: Representative of and selected from flitches to be used for transparent-finished interior architectural woodwork.
  3. Veneer-Faced Panel Products for Transparent Finish: 12 by 12 inches for each species and cut. Include at least one face-veneer seam and finish as specified.
- F. Qualification Data: For architectural woodwork manufacturer, fabricator, and Installer.

## **1.05 QUALITY ASSURANCE**

- A. Refer to DDC General Conditions Section 01 40 00 "Quality Requirements."
1. Historic Treatment Specialist Qualifications: A selective demolition specialist meeting the requirements of DDC General Conditions Section 014000 1.7/C/6.
- B. Manufacturer's Qualifications: Employs skilled workers who custom fabricate products similar to those required for this Project and whose products have a record of successful in-service performance.
- C. Fabricator Qualifications: For stile and rail wood paneling. Shop that employs skilled workers who custom-fabricate products similar to those required for this Project and whose products have a record of successful in-service performance.
- D. Mockups: Build mockups to verify selections made under Sample submittals, to demonstrate aesthetic effects, and to set quality standards for materials and execution.
1. Build mockups of typical interior architectural woodwork as shown on Drawings
  2. Approval of mockups does not constitute approval of deviations from the Contract Documents contained in mockups unless the Commissioner specifically approves such deviations.

## **1.06 DELIVERY, STORAGE, AND HANDLING**

- A. Do not deliver interior architectural woodwork until painting and similar finish operations that might damage woodwork have been completed in installation areas.





- B. Do not deliver paneling until painting and similar operations that might damage paneling have been completed in installation areas. Store paneling in installation areas or in areas where environmental conditions comply with requirements specified in "Field Conditions" Article.
- C. Store woodwork in installation areas or in areas where environmental conditions comply with requirements specified in "Field Conditions" Article.

### **1.07 FIELD CONDITIONS**

- A. Field Measurements: Where interior architectural woodwork or paneling is indicated to fit to other construction, verify dimensions of other construction by field measurements before fabrication, and indicate measurements on Shop Drawings. Coordinate fabrication schedule with construction progress to avoid delaying the Work.
  - 1. Locate concealed framing, blocking, and reinforcements that support woodwork by field measurements before being concealed by construction, and indicate measurements on Shop Drawings.

### **1.08 COORDINATION**

- A. Coordinate sizes and locations of framing, blocking, furring, reinforcements, and other related units of Work specified in other Sections to ensure that architectural woodwork can be supported and installed as indicated.

## **PART 2 - PRODUCTS**

### **2.01 ARCHITECTURAL WOODWORK, GENERAL**

- A. Quality Standard: Unless otherwise indicated, comply with the Architectural Woodwork Standards for grades of interior architectural woodwork indicated for construction, finishes, installation, and other requirements.

### **2.02 INTERIOR STANDING AND RUNNING TRIM FOR TRANSPARENT FINISH**

- A. Hardwood Lumber:
  - 1. Wood Species and Cut: Match species and cut indicated for other types of transparent-finished architectural woodwork located in same area of building unless otherwise indicated.
  - 2. Species: Verify existing species and match existing.
  - 3. Cut: Verify and match existing.
  - 4. Wood Moisture Content: 5 to 10 percent.
  - 5. For trim items other than base wider than available lumber, use veneered construction. Do not glue for width.
  - 6. For base wider than available lumber, glue for width. Do not use veneered construction.



### **2.03 PANELING FABRICATORS**

- A. Source Limitations: Engage a qualified woodworking firm to assume undivided responsibility for production of paneling and wood trim.

### **2.04 PANELING, GENERAL**

- A. Quality Standard: Unless otherwise indicated, comply with the "Architectural Woodwork Standards" for grades of stile and rail wood paneling (stile and rail wall surfacing) indicated for construction, finishes, installation, and other requirements.

### **2.05 STILE AND RAIL WOOD PANELING FOR TRANSPARENT FINISH**

- A. Grade: Premium.
- B. Wood Species: Verify and match existing Mahogany.
- C. Panels: Raised panels with veneered faces extending across rims.
- D. Insert Panels: Match existing Mahogany.
- E. Shop assemble stile and rail paneling into largest units practical for delivery and installation. Provide shop-prepared detachable joints for necessary field connections. Sand and pull joints tight in shop so field joints will comply with joint tolerances for specified grade. Unless otherwise indicated, provide continuous mortise-and-tenon joints between panel units and provide removable temporary protection for joints during handling and delivery.
  - 1. Outside Corner of Stile and Rail Paneling: Shop prepare using lock-mitered or mitered-and-splined construction. Assemble, sand, and glue in shop if site conditions permit.

### **2.06 HARDWOOD SHEET MATERIALS**

- A. Composite Wood and Plywood Products: Provide materials that comply with requirements of the Architectural Woodwork Standards for each type of interior architectural woodwork and quality grade specified unless otherwise indicated.
  - 1. Veneer-Faced Panel Products (Hardwood Plywood): HPVA HP-1.

### **2.07 MISCELLANEOUS MATERIALS**

- A. Furring, Blocking, Shims, Hanging Strips, and Nailers: Softwood or hardwood lumber kiln-dried to less than 15 percent moisture content.
- B. Anchors: Select material, type, size, and finish required for each substrate for secure anchorage.
  - 1. Provide metal expansion sleeves or expansion bolts for post-installed anchors.



2. Use nonferrous-metal or hot-dip galvanized anchors and inserts at inside face of exterior walls and at floors.
- C. Adhesives: Do not use adhesives that contain urea formaldehyde.
- D. Installation Adhesive: Product recommended by fabricator for each substrate for secure anchorage.

## **2.08 FABRICATION**

- A. Fabricate interior architectural woodwork to dimensions, profiles, and details to match existing.
- B. Complete fabrication, including assembly, to maximum extent possible before shipment to Project site.
  1. Disassemble components only as necessary for shipment and installation.
  2. Where necessary for fitting at site, provide allowance for scribing, trimming, and fitting.

## **2.09 SHOP FINISHING**

- A. Finish interior architectural woodwork and paneling with transparent finish at fabrication shop. Defer only final touchup, cleaning, and polishing until after installation.
- B. Preparation for Finishing: Comply with Architectural Woodwork Standards, Section 5 for sanding, filling countersunk fasteners, sealing concealed surfaces, and similar preparations for finishing interior architectural woodwork, as applicable to each unit of work.
  1. Backpriming: Apply one coat of sealer or primer, compatible with finish coats, to concealed surfaces of interior architectural woodwork. Apply two coats to surfaces installed in contact with concrete or masonry and to end-grain surfaces.
- C. Transparent Finish:
  1. Architectural Woodwork Standards Grade: Same as item to be finished.
  2. Finish: Match existing per approved sample.
  3. Staining: Match existing per approved sample.
- D. Shop finish transparent-finished paneling at fabrication shop as specified in this Section.
- E. Drawings indicate paneling that is required to be shop finished. Finish shop-finished paneling at fabrication shop as specified in this Section.

## **PART 3 - EXECUTION**

### **3.01 EXECUTION REQUIREMENTS**

- A. Refer to DDC General Conditions for execution requirements.



### **3.02 PREPARATION**

- A. Before installation, condition interior architectural woodwork and paneling to humidity conditions in installation areas for not less than 72 hours prior to beginning of installation.
- B. Before installing interior architectural woodwork and paneling, examine shop-fabricated work for completion and complete work as required, including removal of packing and back priming of concealed surfaces.

### **3.03 INSTALLATION**

- A. Grade: Install interior architectural woodwork and paneling to comply with same grade as item to be installed.
- B. Assemble interior architectural woodwork and complete fabrication at Project site to the extent that it was not completed during shop fabrication.
- C. Install interior architectural woodwork and paneling level, plumb, true in line, and without distortion.
  - 1. Shim as required with concealed shims.
  - 2. Install level and plumb to a tolerance of 1/8 inch in 96 inches. Install with no more than 1/16 inch in 96-inch vertical cup or bow and 1/8 inch in 96-inch horizontal variation from a true plane.
- D. Scribe and cut interior architectural woodwork to fit adjoining work, refinish cut surfaces, and repair damaged finish at cuts.
- E. Anchor interior architectural woodwork to anchors or blocking built in or directly attached to substrates.
  - 1. Secure with countersunk, concealed fasteners and blind nailing.
  - 2. Use fine finishing nails or finishing screws for exposed fastening, countersunk and filled flush with interior architectural woodwork.
  - 3. For shop-finished items, use filler matching finish of items being installed.
- F. Standing and Running Trim:
  - 1. Install with minimum number of joints possible, using full-length pieces (from maximum length of lumber available) to greatest extent possible.
  - 2. Scarf running joints and stagger in adjacent and related members.
  - 3. Fill gaps, if any, between top of base and wall with plastic wood filler; sand smooth; and finish same as wood base if finished.
  - 4. Install standing and running trim with no more variation from a straight line than 1/8 inch in 96 inches.

### **3.04 REPAIR**

- A. Repair damaged and defective interior architectural woodwork, where possible, to eliminate functional and visual defects and to match existing adjacent, undamaged woodwork.
- B. Where not possible to repair, replace defective woodwork.



- C. Shop Finish: Touch up finishing work specified in this Section after installation of interior architectural woodwork.
  - 1. Fill nail holes with matching filler where exposed.
  - 2. Apply specified finish coats, including stains and paste fillers if any, to exposed surfaces where only sealer/prime coats are shop applied.

### **3.05 CLEANING**

- A. Clean interior architectural woodwork on exposed and semi exposed surfaces.

**END OF SECTION 06 40 23**



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**SECTION 07 21 00  
THERMAL INSULATION**

**PART 1 - GENERAL**

**1.01 RELATED DOCUMENTS**

- A. The following documents apply to all required work for the Project: (1) the Contract Drawings, (2) the Specifications, (3) the General Conditions, (4) the Addendum and (5) the Contract [City of New York Standard Construction Contract].

**1.02 SUMMARY**

- A. Section Includes:
  - 1. Loose-fill insulation.

**1.03 SUBMITTALS**

- A. Refer to DDC General Conditions Section 01 33 00 "Submittal Procedures".
- B. Product Data: For each type of product.
- C. Product Test Reports: For each product, for tests performed by a qualified testing agency.

**1.04 DELIVERY, STORAGE, AND HANDLING**

- A. Protect insulation materials from physical damage and from deterioration due to moisture, soiling, and other sources. Store inside and in a dry location. Comply with manufacturer's written instructions for handling, storing, and protecting during installation.

**1.05 QUALITY ASSURANCE**

- A. Refer to DDC General Conditions Section 01 40 00 "Quality Requirements".



## **PART 2 - PRODUCTS**

### **2.01 LOOSE-FILL INSULATION**

- A. Glass-fiber Loose-Fill Insulation: ASTM C 764; with maximum flame-spread and smoke development indexes of 5, per ASTM E 84.
  - 1. Products: Subject to compliance with requirements, provide one of the following:
    - a. Owens Corning; AttiCat PINK.
    - b. Johns Manville; Attic Protector B-785.
    - c. Knauf; EcoFill Wx Blown-in Fiberglass Insulation.
    - d. Or approved equal.

## **PART 3 - EXECUTION**

### **3.01 EXECUTION REQUIREMENTS**

- A. Refer to DDC General Conditions for execution requirements.

### **3.02 PREPARATION**

- A. Clean substrates of substances that are harmful to insulation, including removing projections capable of puncturing insulation or vapor retarders, or that interfere with insulation attachment.

### **3.03 INSTALLATION, GENERAL**

- A. Comply with insulation manufacturer's written instructions applicable to products and applications.
- B. Install insulation that is undamaged, dry, and unsoiled and that has not been left exposed to ice, rain, or snow at any time.
- C. Extend insulation to envelop entire area to be insulated. Fit tightly around obstructions and fill voids with insulation. Remove projections that interfere with placement.
- D. Provide sizes to fit applications and selected from manufacturer's standard thicknesses, widths, and lengths. Apply single layer of insulation units unless multiple layers are otherwise shown or required to make up total thickness or to achieve R-value.

### **3.04 INSTALLATION OF INSULATION IN FRAMED CONSTRUCTION**

- A. Loose-Fill Insulation: Apply according to ASTM C 1015 and manufacturer's written instructions. Level horizontal applications to uniform thickness as indicated, lightly settle to uniform density, but do not compact excessively.





**3.05 PROTECTION**

- A. Protect installed insulation from damage due to harmful weather exposures, physical abuse, and other causes. Provide temporary coverings or enclosures where insulation is subject to abuse and cannot be concealed and protected by permanent construction immediately after installation.

**END OF SECTION 07 21 00**



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**SECTION 07 50 00  
MEMBRANE ROOFING**

**PART 1 - GENERAL**

**1.01 RELATED DOCUMENTS**

- A. The following documents apply to all required work for the Project: (1) the Contract Drawings, (2) the Specifications, (3) the General Conditions, (4) the Addendum and (5) the Contract [City of New York Standard Construction Contract].

**1.02 SUMMARY**

- A. Extent of roofing is hereby defined to include: fluid-applied, resin based membrane system intended for weather exposure under an installed traffic surface.
- B. Work in this section includes all labor, materials, equipment and services to complete the installation of a resin based roofing system installed on the existing roof deck.
1. At all areas to receive new roof system consisting of a concrete structural deck work shall include, but is not limited to, the following brief description:
    - a. Removal of existing roofing system and traffic surfaces down to the existing concrete fill.
    - b. The sound testing of the existing concrete slab to ensure that no structural damage has occurred.
    - c. Preparation of the slab for the new membrane installation. The work is to include the removal of all loose material and/or contaminants, the cutting out of all ridges, and other surface projections that could cause puncturing or other damage to the new membrane system, and any resurfacing necessary to create and maintain proper pitch of the slab to the roof drain(s) and/or scupper(s).
    - d. Airblasting or vacuuming to remove dirt, dust and other loose material. See Special Dust Control Methods and Sequencing Below.
    - e. Application of primer.
    - f. Installation of new torch applied vapor barrier.
    - g. Installation of new rigid roof insulation set in insulation adhesive.
    - h. Installation of fiber reinforced cementitious panel, set in insulation adhesive.
    - i. Application of primer.



- j. Installation of torch applied base ply if required by manufacturer.
  - k. Installation of new resin and polyester fleece membrane. Positive slope to scuppers, drains, and gutters is required.
  - l. Installation of broadcast aggregate surfacing.
  - m. Termination of roofing to existing drain per manufacturer's details.
- C. Related Vegetated Roofing work is described in section 077273 of these Specifications.
- D. Related Joint Sealant work is described in section 079200 of these Specifications.
- E. Related Flashing and Sheet Metal work is described in section 076200 of these Specifications.

### **1.03 SUBMITTALS**

- A. Refer to DDC General Conditions Section 01 33 00 "Submittal Procedures".
- B. Product Data: Submit latest edition of Manufacturer's literature including performance data and installation procedures and requirements.
- C. Samples: Submit a 4" square sample of the proposed membrane. Color, texture, thickness and surfacing shall be representative of the proposed system.
- D. Installer Certification: Submit manufacturer's certification advising that the installer is an approved, acceptable applicator for the issuance of the manufacturer's warranty.
- E. Manufacturer's Review: Submit a statement signed by the manufacturer stating that the contract documents have been reviewed by qualified representative of the manufacturer of the roofing system and that they are in agreement that the selected materials are appropriate and compatible for the applications shown.
- F. Warranties: Specimen copy of manufacturer's warranty and Contractor's warranty.
- G. Submit pre-installation and post installation surveys as described in the Article "Survey".
- H. Shop Drawings: Detailed shop drawings include outline of roof or waterproofing application and size, profile details of flashing conditions and methods for penetration and terminations and technical acceptance from the manufacturer. Submit shop drawings detailing intended pitch modifications. Show door sill, cap flashing and paver heights.
- I. Copies of current Material Safety Data Sheets (MSDS) for all components of the work.
- J. Evaluation of moisture content of substrate materials. Determine substrate moisture content throughout the work and record with Daily Inspection Reports or other form of reporting acceptable to the Commissioner and the manufacturer.



- K. Evaluation of tensile bond strength of membrane to substrate. Testing shall be performed with Elcometer Adhesion Tester Model 106 or approved similar device. Record test results with Daily Inspection Reports or other form of reporting acceptable to the Commissioner and the manufacturer.

#### **1.04 QUALITY ASSURANCE**

- A. Refer to DDC General Conditions Section 01 40 00 "Quality Requirements".
- B. Special Experience for warranted roofing system installers:
  - 1. Installer Qualifications: An entity meeting the requirements in DDC General Conditions Section 014000 1.7/C/3.
- C. Certifications:
  - 1. Applicator firm certification, indicating full compliance with all manufacturer's requirements and technical specifications.
- D. Regulatory Agencies:
  - 1. Underwriters Laboratory: Products and assemblies in the work of this section shall meet/exceed the construction requirements of UL Class A.
  - 2. Workplace Safety: OSHA Safety and Health Standards (29 CFR 1926/1910) - current edition. National Institute for Occupational Safety and Health (NIOSH). Building Official Council of America (BOCA).
- E. Mock-Up: Prepare and clean a three by three foot area of each substrate material type. Mock-up areas shall be used to determine required methods and tools to obtain degree of substrate preparation required by the manufacturer. Conduct tests as required to verify that substrate preparation meets specified requirements. Tests shall include, but are not limited to, tensile bond strength and moisture content of substrate. Submit findings in writing to Commissioner and the manufacturer. Mock-up areas shall be maintained for quality control for the entire project.

#### **1.05 SPECIAL PROJECT SEQUENCING AND DUST CONTROL REQUIREMENTS**

- A. Sample Surface Preparation: Prior to the commencement of resin based roofing installations perform one full mock-up area, minimum three by three feet, of surface preparation using all dust control measures for City of New York approval. Successful sample preparation shall form the standard for all future preparation activities.
- B. Sequence preparation of exposed slab and installation of primer before the removal of the building wall base course and after full sealing of all window, door and AC openings per manufacturer's directions. Do not remove block and prepare back up masonry until exterior surfaces have been prepared and primed.
- C. Seal/flash AC , door and window perimeters prior to grinding /preparation of concealed surfaces.



- D. Utilize approved dust collection equipment during all cutting grinding or similar operations.

#### **1.06 PRODUCT DELIVERY STORAGE AND HANDLING**

- A. Deliver materials in the manufacturer's original sealed and labeled containers and in quantities required to allow continuity of application.
- B. Store closed containers in a cool, dry area away from heat, direct sunlight, oxidizing agents, strong acids, and strong alkalis. Do not store resins at temperatures below 32°F or above 85°F. Keep away from open fire, flame or any ignition source. Store in a well ventilated area. Resin products may autopolymerize at temperatures greater than 140°F.
- C. Handle all materials in such a manner as to preclude damage and contamination with moisture or foreign matter. Handle rolled goods to prevent damage to edges or ends.
- D. Any materials that are found to be damaged or stored in any manner other than stated above will be automatically rejected, removed and replaced at the Contractor's expense.

#### **1.07 JOB CONDITIONS**

- A. All components of the system shall be delivered to the site in the manufacturer's original sealed containers/packaging, clearly identified with product type, batch number, size, performance characteristics, storage limitations/restrictions and agency approvals.
- B. The contractor together with the Commissioner shall define a storage area for all components. The area shall be cool, dry, out of direct sunlight, and in accordance with manufacturer's recommendations and relevant regulatory agencies.
- C. Copies of all current MSDS for all components shall be kept on site. Provide any and all crew members with appropriate safety data information and training as it relates to the specific chemical compound he or she may be expected to work with. Each crew member shall be fully aware of first-aid measures to be undertaken in case of accidents. Comply with requirements of OSHA and NIOSH for work place safety.
- D. Roll goods shall be stored horizontally on platforms sufficiently elevated to prevent contact with water and other contaminants. Do not use rolls which are wet, dirty or have damaged ends.
- E. Store solvent bearing solutions, resins, additives, inhibitors or adhesives in accordance with the MSDS. After partial use of materials replace lids promptly and tightly to prevent contamination.
- F. Observe EPA, OSHA disposal requirements.
- G. Materials shall not be stored in quantities that will exceed design loads, damage substrate materials, hinder installation or drainage.
- H. Application of materials may proceed while air temperature is between 35°F and 105°F providing the substrate is above the dew point.



1. Do not commence with the application of any material during or with the threat of inclement weather.
  2. Ensure that substrate materials are dry and free of contaminants. Do not commence with the application unless substrate conditions are suitable. Contractor shall demonstrate that substrate conditions are suitable for the application of the materials.
- I. Provide barricades, retaining ropes, safety elements (active/passive) and any appropriate signage required by OSHA, NIOSH, and NSC and/or the City of New York.
- J. Where required by the City of New York, Contractor shall implement odor control and elimination measures prior to and during the application of the roofing materials. Control measures shall be field tested at off-hours and may consist of the following measures:
1. Sealing of air intakes with activated carbon filters. Install filters in accordance with requirements and recommendations of the filter manufacturer. Seal filters at joints and against building exterior walls to prevent leakage of unfiltered air where required due to size of intake opening.
  2. Erection and use of moveable enclosure(s) sized to accommodate work area(s) and stationary enclosure for resin mixing station. Enclosure shall be field constructed or pre-manufactured of fire retardant materials in compliance with local code requirements in accordance with requirements of the Commissioner. Equipment enclosure(s) with mechanical air intake/exhaust openings and Odor Control Air Cleaners, as required to clean enclosed air volume and to prevent odor migration outside the enclosure. Exhaust opening shall be sealed with activated carbon filter.
  3. Placement of odor elimination stations inside and outside of the enclosure(s) as required by field condition, in coordination with the Commissioner.
  4. Protection of Contractor personnel and occupants of the structure and surrounding buildings as required to comply with requirements of OSHA and NIOSH.

## **1.08 SURVEY**

- A. The Contractor shall engage a New York State Licensed Surveyor to accurately document existing roof and substrate elevations and control the thickness and slope of the concrete fill and screed repair and drain elevations and create a proposed grade plan. Submit a complete existing and proposed grade survey prepared, signed and sealed by the Licensed Surveyor.
- B. Elevations shall be taken at the perimeter of roofs, at all drains and bottom of flow-through scuppers (scuppers at roof level), gutters, at high and low spots, and on the edges of a square grid not exceeding 10'-0".
1. For existing built-up roofs, the following elevation surveys shall be performed. For each survey, points shall be the same to allow for comparison:
    - a. First grade survey shall be done prior to roofing removal. Gravel shall be spudded off at survey point.



- b. Second grade survey shall be done after removal of roofing prior to installation of new roofs to determine substrate elevation. Survey may be performed on temporary roof if so utilized.
2. At the completion of the roof installation, perform a grade survey of roof to verify pitch to drains and comparison with proposed elevations. Survey points shall be at the same locations as pre-installation points to allow for comparison.
3. Submit grade drawings indicating all existing and proposed grade elevations required to establish a minimum slope of 1/16" and 1/8" per foot prior to removal of existing roofing system. The intent is to meet the 1/8" per foot where possible.
4. All drawings shall be done at the scale of 1/8" = 1'-0". All elevations shown on the drawings shall be referred to a convenient datum accessible at all times regardless of the stage of Work, and not altered by the Work.

#### **1.09 MANUFACTURER'S REPRESENTATIVE**

- A. The manufacturer's representative shall provide field instruction and supervision of the installation of the membrane system, as required.

#### **1.10 SPECIAL PROJECT WARRANTY:**

- A. Furnish manufacturer's 30 year labor and materials membrane warranty beginning on the date of Substantial Completion.

### **PART 2 - PRODUCTS**

#### **2.01 GENERAL**

- A. Source Limitations: Obtain resin roofing assembly materials from single source from single manufacturer.
- B. Compatibility: Provide products that are recommended by manufacturers to be fully compatible with indicated substrates, or provide separation materials as required to eliminate contact between incompatible materials.

#### **2.02 MANUFACTURERS**

- A. Basis-of-Design Product: Subject to compliance with the requirements, provide resin roofing Kemper System; Kemperol Reflect 2K FR System or comparable product by one of the following:
  1. Soprema; Alsan RS 260 LO System
  2. Siplast, Inc.; Parapro Roof Membrane System





3. Or approved equal

### **2.03 RESIN ROOFING MEMBRANE**

- A. Kemper: Urethane Based System. Odorless, 100% solid, cold fluid-applied reinforced polyurethane waterproofing membrane with a 360 degree needle punched non-woven 165 grams/m<sup>2</sup> polyester reinforcing fleece.
  1. Roofing system shall meet or exceed such wind performance criteria as would be required to achieve the equivalent of a FM I-90 classification.
  2. Material shall obtain a Class A fire resistance rating.
  3. Flashings: same resin material as field membrane with fleece reinforcement.
  4. Final exposed surface shall have minimum SRI of 82 with either integral white resin membrane or pigmented finish. Finish shall be slip resistant.
  5. Ancillary Materials:
    - a. General: Provide related waterproofing materials as manufactured by or acceptable to the membrane manufacturer, including flashings, adhesives, sealants, reinforcing fabric and protection sheet.
    - b. Epoxy Primer for Concrete/Masonry (Protection from Substrate Wetness): Two-Component, solvent free epoxy primer for use in improving adhesion of membrane to cementitious/masonry substrate surfaces. Monitor application rate and adjust depending on substrate absorbency.
    - c. Primer for Other substrates: Two-Component, solvent free, high solids polyurethane resin for use in improving adhesion of membrane to non-porous substrate surfaces, including metal, glass, plywood, pvc, and some existing membranes and coverboards. Monitor application rate and adjust depending on substrate absorbency.
  6. Surfacing Aggregate Topcoat to Provide Slip Resistant Finish: Kiln-dried Surfacing Silica Sand shall be washed kiln-dried and dust free with the following size specification of 0.45–0.55 mm.
  7. Leveling Mix of Resin and Sand: Silica sand shall be washed, kiln-dried, and dust-free, size as approved by membrane manufacturer. Mixing Proportion shall be a ratio of resin to sand at 1 by volume or as approved by membrane manufacturer.
- B. Soprema: PMA Based System. Low-odor two-component with catalyst cold fluid-applied reinforced polymethacrylate based membrane with a 360 degree needle punched non-woven 110 grams/m<sup>2</sup> (minimum) polyester reinforcing fleece.
  1. Roofing system shall meet or exceed such wind performance criteria as would be required to achieve the equivalent of a FM I-90 classification.
  2. Material shall obtain a Class A fire resistance rating.



3. Flashings: same resin material as field membrane with fleece reinforcement except with thixotropic agent added.
  4. Final exposed surface shall have minimum SRI of 82 with either integral white resin membrane or pigmented finish. Finish shall be slip resistant.
  5. Ancillary Materials:
    - a. General: Provide related waterproofing materials as manufactured by or acceptable to the membrane manufacturer, including flashings, adhesives, sealants, reinforcing fabric and protection sheet.
    - b. Epoxy Primer (Protection from Substrate Wetness): Low odor, two-component, epoxy primer for use in improving adhesion of membrane to cementitious/masonry substrate surfaces. Monitor application rate and adjust depending on substrate absorbency.
    - c. PMMA Primer: Two component, solvent free PMMA-based resin for use in improving adhesion of membrane to substrate surfaces. Monitor application rate and adjust depending on substrate absorbency.
    - d. Surfacing Aggregate Topcoat to Provide Slip Resistant Finish: Kiln-dried Surfacing Silica Sand shall be washed kiln-dried and dust free with the following size specification of 0.45–0.55 mm.
    - e. Leveling Mix: Silica sand shall be washed, kiln-dried, and dust-free, size as approved by membrane manufacturer. Mixing Proportion shall be a patching paste resin or paste resin and sand as approved by membrane manufacturer.
    - f. Catalyst: A peroxide-based reactive agent used to induce curing of PMA and PMMA-based resins.
- C. Siplast: PMMA Based-Resin Roofing. Two-component with catalyst cold fluid-applied reinforced methyl methacrylate based membrane with a 360 degree needle punched non-woven 110 grams/m<sup>2</sup> (minimum) polyester reinforcing fleece.
1. Roofing system shall meet or exceed such wind performance criteria as would be required to achieve the equivalent of a FM I-90 classification.
  2. Material shall obtain a Class A fire resistance rating.
  3. Flashings: same resin material as field membrane with fleece reinforcement except with thixotropic agent added.
  4. Final exposed surface shall have minimum SRI of 82 with either integral white resin membrane or pigmented finish. Finish shall be slip resistant.
  5. Ancillary Materials:
    - a. General: Provide related waterproofing materials as manufactured by or acceptable to the membrane manufacturer, including flashings, adhesives, sealants, reinforcing fabric and protection sheet.



- b. PMMA Primer: Two component, solvent free PMMA-based resin for use in improving adhesion of membrane to substrate surfaces. Monitor application rate and adjust depending on substrate absorbency.
  - c. Surfacing Aggregate Topcoat to Provide Slip Resistant Finish: Kiln-dried Surfacing Silica Sand shall be washed kiln-dried and dust free with the following size specification of 0.45–0.55 mm.
  - d. Leveling Mix: Silica sand shall be washed, kiln-dried, and dust-free, size as approved by membrane manufacturer. Mixing Proportion shall be a patching paste resin or paste resin and sand as approved by membrane manufacturer.
  - e. Catalyst: A peroxide-based reactive agent used to induce curing of PMMA-based resins.
- D. Or approved equal.

#### **2.04 VAPOR BARRIER**

- A. Fire-resistant, modified bitumen sheet containing a core of glass fiber or polyester mat coated with flexible SBS polymer-modified asphalt conforming to or exceeding the requirements of ASTM D6163 or D6164 Type I or Type II, grade G or Grade S.
- B. Provide either solvent free cold adhesive, self-adhered, or torch grade type sheet as recommended by the manufacturer for the substrate condition.

#### **2.05 INSULATION**

- A. General: Provide insulating materials to comply with requirements and referenced standards in sizes to fit applications indicated selected from manufacturer's standard thicknesses, widths, and lengths.
- B. Provide roof insulation that is UL and/or FM approved. Provide insulation that is approved in writing by the insulation manufacturer for intended use and for use with specified roof assembly.
- C. Polyisocyanurate Insulation. A closed cell rigid polyisocyanurate foam core material, in compliance with ASTM C 1289, Type II. Provide multiple panels as necessary to achieve indicated thermal insulating values.
- D. Top Layer. Fiber reinforced cementitious board, maximum four foot by four foot, and minimum five eighth inch thick.
  - 1. Products: Subjects to compliance with requirements, provide one of the following:
    - a. United States Gypsum Company; Securock Fiber Roof Board
    - b. DensDeck; Gypsum Roof Board



- c. PermaBASE; DEXcell Cement Roof Board
  - d. Or approved equal
- E. Roofing Adhesive Products: Provide adhesive that is approved in writing by the insulation and membrane manufacturers for intended use with specified roofing assembly.
- 1. Product: Subject to compliance with requirements, provide one of the following:
    - a. Siplast; Para-Stick Professional Roofing Adhesive
    - b. IKO; Millenium Adhesive
    - c. SOPREMA; DUOTACK Adhesive
    - d. Or approved equal
- F. Tapered polyisocyanurate insulation shall be acceptable for installation over uniform thickness installed insulation system for provision of the required crickets and pitch to drain, provided manufacturer verification can be supplied verifying that the compressive strength of the insulation is 25 PSI minimum.

## **2.06 BASE PLY (If Required by Manufacturer)**

- A. Modified Bitumen Ply Sheet: A fiberglass reinforced, fire-resistant, SBS modified bitumen coated sheet having a minimum weight of 72 lb/sq. Base Sheet shall conform to or exceed the requirements of ASTM D6163, Type I, Grade S. UL Classified. The top surface of the modified bitumen ply sheet shall be coated with an acrylic coating.
- B. Provide either cold adhesive, self-adhered or torch down sheet type sheet.
- C. Base Ply Primer; A high flash, quick drying, asphalt solvent blend which meets or exceeds ASTM D 41 requirements.

## **2.07 MISCELLANEOUS MATERIALS:**

- A. Tools, accessories and cleaners to be supplied and/or approved by manufacturer prior to product installation.
- B. Cant Strips, Tapered Edge Strips and Flashing Accessories: Types recommended by manufacturer of membrane material, provided at locations recommended by manufacturer and as specified herein.



## **PART 3 - EXECUTION**

### **3.01 EXECUTION REQUIREMENTS**

- A. Refer to DDC General Conditions for execution requirements.

### **3.02 INSTALLATION, GENERAL**

- A. At the start of the installation, the system manufacturer's representative shall be present at site to advise on the work.
- B. The Contractor shall coordinate the installation so that each completed area is made watertight at the end of each day.
- C. The Contractor shall be responsible for the protection of equipment and adjacent areas from defacing or contamination.
- D. Any substrate to receive membrane materials shall be clean, dry, free of loose, spalled or weak material, oil, grease, contaminants, abrupt changes in level, waterproofing agents, curing compounds, and free of projections which could damage membrane materials.
- E. Do not start any work until surfaces to be covered are suitable to receive membrane application. Determine moisture content of the structural deck. Eliminate or reduce moisture levels to acceptable levels. Do not apply primer over structural deck/surfaces not acceptable to manufacturer. Adjust work schedule as required to accommodate moisture reduction operations.
- F. Closely follow the recommendation for hot and cold weather application. Monitor surface and ambient temperatures, including the effects of wind chill.
- G. Where preparation of substrate materials requires the use of power driven or actuated tools, observe applicable use instructions and safety requirements.
- H. Before installation of any membrane materials, notify manufacturer to inspect substrate condition and issue written acceptance. Any corrections shall be implemented prior to the commencement of the work.
- I. Application of any component of the work by the Contractor shall indicate suitable and acceptable surfaces in accordance with this specification.
- J. Protect all areas where membrane has been installed. Do not work off installed membrane during application of remaining work before forty-eight hours of curing. Movement of materials and equipment across installed membrane is not acceptable. If movement is necessary, provide complete protection of affected areas.
- K. An aesthetically pleasing overall appearance of the finished roof application is a standard requirement for this project. Make necessary preparations, utilize recommended application techniques, apply the



specified materials (i.e. granules, metallic powder, etc.), and exercise care in ensuring that the finished application is acceptable to the Commissioner.

### **3.03 REMOVALS**

- A. Remove existing roofing system in its entirety down to top of sound concrete fill. If there is no concrete fill between existing structural slab, remove down to structural concrete slab. Removals shall be done with hand-held manual or machine tools or lightweight walk behind removal devices. Prevent excess vibration and weight on existing roof deck. Do not use equipment or methods which will damage sound underlying existing work to remain, and protect the deck at all time so that there will be no leakage into spaces below.

### **3.04 SUBSTRATE PREPARATION**

- A. General - Comply with manufacturer's instructions for preparation of substrate to receive membrane system, except where more stringent requirements are indicated.
  - 1. Concrete shall be free of oil, grease, curing compounds, loose particles, moss, algae growth, laitance, friable matter, dirt, bituminous products and previous waterproofing materials.
  - 2. Concrete shall be dry with a maximum moisture content of five (5) percent. Determinations of moisture content shall be performed by the Contractor. Contractor shall be responsible to perform periodic evaluations of moisture content during the work. Moisture evaluation results shall be submitted in writing to the Commissioner and the manufacturer for acceptance. Where the substrate moisture content exceeds acceptable levels, or where moisture migration to the area below the membrane application cannot be positively eliminated, the Contractor may utilize a manufacturer approved epoxy based, moisture mitigation system in lieu of the manufacturer's typical primer. The use of moisture mitigation system shall be contingent on the written approval by Waterproofing Manufacturer's Technical Department.
  - 3. Concrete shall be abrasively cleaned in accordance with ASTM D4259 to provide a sound substrate free from laitance with an open concrete surface. When using mechanical methods to remove existing waterproofing products or surface deterioration, the surface profile is not to exceed 1/4" (peak to valley).
  - 4. The substrate shall be sound and all spalls repaired prior to placement of the primer coat. Spalls and other deterioration shall be repaired in accordance with the requirements of Section 033000 Cast-in-Place Concrete.
  - 5. Areas of minor surface deterioration and low spots shall be repaired/built up to prevent possible ponding of the system, leading to excessive usage of primer and resin. Extent and location of thin surface patching shall require approval of the Commissioner and manufacturer prior to the application of any system component.
  - 6. Prevent compounds from entering and clogging drains and conductors, and from spilling or migrating onto surfaces of work of other trades.



- B. Metal Preparation:
  - 1. Clean and prepare metal surfaces to near white metal in accordance with SSPC-SP3 (power tool clean) or as required by the manufacturer. Extend preparation a minimum of three (3) inches beyond the termination of the materials.
- C. Prior to priming of the surfaces, the Commissioner and the manufacturer's representative will inspect and approve the prepared substrate.
- D. Testing to determine tensile bond strength of membrane to substrate shall be conducted by the Contractor at the job site using and Elcometer Adhesion Tester Model 106 or similar device. Contractor shall perform tests at the beginning of the work a minimum of three tests per 500SF. Test results shall be submitted to the Commissioner and the manufacturer. Contractor shall immediately notify the Commissioner and the manufacturer in the event tensile bond test results are below specified values.
- E. Adequate surface preparation will be indicated by tensile bond strength of membrane to substrate greater than or equal to 220psi for pedestrian traffic. In the event that the tensile bond strengths are lower than the minimum specified, additional substrate preparation is required. Repeat testing to verify suitability of substrate preparation.

### **3.05 INSTALLING VAPOR BARRIER**

- A. Installing Vapor Barrier over Concrete Deck
  - 1. Adhesive Application
    - a. The ambient temperature shall be above 50°F (10°C), and the adhesive temperature shall be a minimum of 70°F (21°C) at the point of membrane application. To ensure the adhesive is applied at 70°F (21°C), during cold weather, drums and 5 gallon pails shall be stored in heated areas. Drums and 5 gallon pails exposed to cold temperature on the roof shall be provided with heaters when necessary to ensure the minimum application temperature is maintained.
    - b. Install primer. Apply the approved membrane adhesive to dry, compatible substrates as required to ensure full adhesion. Follow the adhesive product data sheet requirements for application rates. Apply a uniform application of membrane adhesive using a 1/4" to 3/8" notched squeegee, brush or sprayer at the application rate published on the product data sheet.
    - c. Typical application rate is 1½ to 2 gallons per square between membrane plies. The application rate is 2 to 3 gallons per square or more over absorptive substrates and over granule surfaces. Refer to manufacturer's product data sheet, and adjust application rate based upon surface conditions. Install the SBS membrane ply before the adhesive begins to skin over. Once adhesive skins over, the membrane ply will not adhere.
  - 2. Self-adhered Application



- a. Unroll the self-adhesive base ply, and set the roll into place utilizing minimum 3-inch side and end laps. Fold one end of the roll back onto itself by 24 inches. Peel the release film off of the back of the 24 inch end section of the sheet and lay into place, pressing the 24 inch end section of the sheet firmly into place over the substrate. Pull the release film free from the underside of the remainder of the sheet while pressing the material into place with a follow tool as the film is being removed, leaving the end laps unadhered. Prior to adhering the end laps, cut a dog-ear angle at each end lap on overlapping selvage edges.
  - b. Torch seal or heat weld end laps, ensuring that the self-adhesive blend on the underside of the overlapping sheet and the top surface of the underlying sheet flow into a layer of continuously bonded or fused modified bitumen. Using a clean trowel, apply top pressure to top seal T-laps immediately following sheet application. Stagger end laps a minimum of 3 feet. Laps of the base ply shall not be left exposed overnight.
  - c. The base ply application shall be immediately followed by the application of the finish ply. A phased application between the base and finish plies is not approved. In cases where rapid onset of inclement weather occurs, seal exposed lap edges with a torch or hot-air welder and trowel.
3. Torch-applied Application
- a. Bond the torch-grade modified bitumen ply sheet to the prepared substrate, utilizing minimum 3 inch side and end laps. Apply each sheet directly behind the torch applicator. Cut a dog ear angle at the end laps on overlapping selvage edges. Using a clean trowel, apply pressure to top seal T-laps immediately following sheet application. Stagger end laps a minimum of 3 feet. Follow manufacturer's specifications regarding maximum exposure periods prior to application of the liquid-applied finish membrane.

### **3.06 INSTALLING INSULATION**

#### **A. Installing layers of insulation:**

1. Install layers of insulation under area of roofing to achieve required thickness. Install the insulation in separate layers with the long joints of each layer running in the same direction in a continuous straight line perpendicular to the direction of the roof membrane. Stagger end joints between rows. Butt edges and ends snugly.
2. Install the layers of insulation with joints of each succeeding layer staggered from the joints of the previous layer a minimum of 6" in each direction.
3. Set each layer of insulation in the polyurethane adhesive. Press the insulation into the adhesive to a firm and uniform bearing.
4. Install cement butted together loosely with a minimum 1/16" gap in polyurethane adhesive to account for expansion and contraction of the material.
5. Strip in all cement board joints (if SBS membrane underlayment is not required to be used) with 4" wide polyester fleece reinforced membrane strips in the resin.





- B. Installing Tapered Insulation: Follow the manufacturer's Shop Drawings and instructions for laying out the tapered insulation system, and cricket system. Provide multiple layers as necessary, limiting the thickness of each layer as required to conform to irregularities of the deck substrate. Install the overlay insulation over the tapered insulation system, with joints staggered from each layer. Following procedures for typical insulation above.
- C. Keep insulation absolutely dry at all times. Discard insulation that contains moisture.
  - 1. Install only as much insulation as can be covered with roofing membrane the same day.
  - 2. Discard all units with broken corners or similar defects.
  - 3. At roof drains, terminate the insulation with tapered edge strips so that all flashing and coverstrip joint laps can be made within the tapered portion.
- D. Installation of insulation shall be in strict compliance with the Manufacturer's recommendations.

### **3.07 MEMBRANE INSTALLATION:**

- A. General: Comply with manufacturer's instructions, except where more stringent requirements are indicated.
- B. Primer Application
  - 1. Apply primer in strict accordance with written instructions of Membrane Manufacturer. Use only approved materials, as supplied by the membrane manufacturer.
  - 2. Do not thin primer. Determine required primer coverage for each substrate material/condition and apply in strict accordance with written instructions of Membrane Manufacturer.
  - 3. Apply primer direct to cement board in one step utilizing a brush or paint roller. Do not allow ponding.
  - 4. Allow primer to fully cure and become tack free for the time recommended by the manufacturer for the type of material utilized. Follow limitations on how long it can be exposed before exposure to moisture or how long it can be left open before finished material is placed. Do not apply new primer to exposed primer that is older than that permitted by the manufacturer, was prematurely exposed to moisture, or used as temporary waterproofing unless approved in writing by the Technical Department of Membrane Manufacturer.
  - 5. Do not apply primer past the required extent of the membrane flashings termination.
- C. Cover Board Joint Stripping
  - 1. If SBS underlayment is not used, strip all roofing cover board joints with four inch (4") wide strip of flashing membrane resin. Under no circumstances shall the membrane be left unsupported over a space greater than 1/16". Prior to applying membrane strips, fill all voids 1/16" or greater with resin Paste. Primer might be required prior to applying membrane strips as per manufacturer's recommendations.



**D. Membrane Application**

1. Mix and apply reinforced fluid-applied waterproofing membrane in strict accordance with written instructions of Membrane Manufacturer. Use only proprietary membrane resins and materials, as supplied by the membrane manufacturer.
2. Immediately prior to the application of any component of the system, the substrate shall be dry, with any remaining dust or loose particles removed using clean, dry, oil-free compressed air, industrial vacuum, cloth-wipe or a combination.
3. Apply mixed resin liberally to the prepared surface with a roller using a broad, even stroke.
4. Roll out dry polyester fleece onto the liquid resin mix, making sure the smooth side is facing up (natural unrolling procedure). The fleece will begin to rapidly saturate with the liquid resin mix. Allow fleece to saturate with resin from bottom up prior to pouring additional resin on top of surface. Roll the fleece with a medium nap roller to eliminate air bubbles, wrinkles, etc.
5. Apply additional liquid resin mix on top of fleece until fully saturated and continue to work resin. The correct amount of resin will leave no whiteness in fleece and there will be a slightly fibrous surface texture. However, allow no ponding or excessive build of the resin. The coating should be smooth and uniform.
6. Do not install the membrane on any substrate containing newly applied and/or active asphalt, materials unless approved in writing by the Technical Department of Membrane Manufacturer. Some substrates may require additional preparation before applying membrane.
7. Do not allow waste products containing petroleum, grease, acid, solvents, vegetable or mineral oil, animal oil, animal fat, etc. or direct steam venting to come into direct contact with the membrane.
8. At membrane tie-offs, clean in-place membrane with membrane manufacturer's recommended solvent when resin has cured. Allow solvents to fully evaporate before application of new resin.
9. Closely follow the Membrane Manufacturer's recommendation for hot and cold weather application. Monitor surface and ambient temperatures, including the effects of wind chill.

**3.08 FLASHING INSTALLATION**

- A. Membrane Flashings: All membrane flashings shall be installed concurrently with the waterproofing membrane as the job progresses.
- B. Flash penetrations, drains, walls, curbs, and other edge conditions using reinforced fluid-applied resin membrane with approved broadcast mineral aggregate topcoat. Flashing materials shall be the same resin used in the field membrane with fleece reinforcement of weight same as field of roof.

**3.09 SURFACING AND FINISHES APPLICATION**

- A. Color Coating-Type and Slip-Resistant Finish Surfacing



1. Where material does not meet the required SRI, provide and install approved topcoat or texturized coating resin over clean, fully cured membrane in accordance with manufacturer's written instructions and details. Product shall be applied with a appropriate rollers to achieve a smooth and level surface. All unevenness and membrane overlaps shall be smoothed out.
2. Broadcast specified kiln-dried quartz aggregate surfacing at a rate recommended by manufacturer into wet surface of coating to provide slip-resistant protective surfacing. Avoid any traffic to allow for surfacing to cure. Remove all excess and loose quartz surfacing with broom, vacuum and/or oil-free blower.
3. Seal natural quartz silica aggregate surfacing with topcoat sealer coating in accordance with manufacturer's written instructions and details. Product shall be applied with a rubber flat blade squeegee and lambswool roller to achieve a uniform surface. Avoid any traffic to allow for coating to cure as per membrane manufacturer recommendations

### **3.10 BOND LAYER/UV PROTECTION**

- A. Where or where UV protection is required by the manufacturer, provide manufacturer's recommended material over the membrane as a protective/bonding measure, typically consisting of combinations of resins and broadcasted aggregate. If membrane is UV resistant, obtain a written statement from membrane manufacturer.

### **3.11 ALKALINE PROTECTION LAYER**

- A. At all areas of flashing to be subsequently concealed by new masonry, install primer and aggregate alkaline protection layer per manufacturer's instructions.
- B. Allow alkaline protection layer to cure prior to new masonry installation.

### **3.12 PROTECTION:**

- A. The Contractor shall protect system from all other contractors and activities during the work and after completion. Any damage to the system shall be repaired by contractor prior to acceptance.

### **3.13 CLEAN UP**

- A. The Contractor shall remove all masking, protection, equipment, materials and debris from the work and storage areas and leave those areas in an undamaged and acceptable condition.

### **3.14 INSPECTIONS**

- A. Inspection by Contractor: Prior to and during application, inspections may be made by a member of management of the Contractor. Contractor Quality Control Inspections shall be in addition to any



inspections which may be made by the Commissioner or manufacturer. It is solely the responsibility of the contractor to provide a warrantable project.

**B. Inspection by Manufacturer's Representative**

1. Prior to and during application, inspections shall be made by manufacturer's Representative.
2. All inspections must be requested by the Contractor in writing with a minimum 48-hour advanced notice. No work is to be proceed until the appropriate inspections have been completed and written acceptance by manufacturer has been received.
3. The following inspections by the manufacturer's representative designate are required for issuance of warranty:
  - a. Substrate inspection and acceptance.
  - b. Primer inspection
  - c. Membrane inspection
  - d. Final inspection.
4. Contractor shall submit to manufacturer daily membrane samples, daily log reports and certification that installation has been completed in conformance with the standards of manufacturer.
5. Contractor shall correct any application deficiencies in conformance with the standards of manufacturer.

**C. Special Inspections**

1. Testing Agency: The City of New York will engage a qualified testing agency to perform Special Inspections.

**3.15 TESTING**

- A. In the presence of the Commissioner conduct flood tests of the new roof membrane where possible. Examine the interior spaces and structure for evidence of leakage. Repair leaks, if any, and repeat testing until no leakage is observed. Tests are to be conducted before the installation of any traffic surface. Tests shall be a minimum of four hours in duration. Ensure full access to all interior spaces below the test area for monitoring.

**3.16 COMPLETION**

- A. Work which does not conform to specified requirements including tolerances, slopes, and finishes shall be corrected and/or replaced. Any deficiencies of membrane application, termination and/or protection as noted during the Final inspection shall be corrected and/or replaced at Contractor's expense. Upon



completion of corrected work the contractor must request in writing a Final Inspection by manufacturer's representative.

- B. Site clean up including both interior and exterior building areas that have been affected by construction, shall be restore to pre-construction condition. All landscaped areas affected by construction activities shall be raked clean, seeded, or restored to pre-construction condition.

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**SECTION 07 61 00  
SHEET METAL ROOFING**

**PART 1 - GENERAL**

**1.01 RELATED DOCUMENTS**

- A. The following documents apply to all required work for the Project: (1) the Contract Drawings, (2) the Specifications, (3) the General Conditions, (4) the Addendum and (5) the Contract [City of New York Standard Construction Contract].

**1.02 SUMMARY**

- A. Section includes:
1. Custom-fabricated, flat-seam sheet metal roofing.
  2. Associated roof sheathing.
- B. For associated flashing work, refer to Section 076200.

**1.03 SUBMITTALS:**

- A. Refer to DDC General Conditions Section 01 33 00 "Submittal Procedures".
- B. Product Data; Sheet Metal Roofing and Accessories: Submit manufacturer's product data, installation instructions and general recommendations for each specified sheet material and fabricated product.
- C. Samples; Sheet Metal Roofing and Accessories: Submit 8" samples of all specified sheet metal roofing materials.
- D. Pull-test results for sheathing fasteners indicating compliance with wind uplift requirements.
- E. Shop Drawings: Submit shop drawings showing manner of forming, joining and securing copper mansard cladding, and, pattern of seams. Show expansion joint details and waterproof connections to adjoining work and at obstructions and penetrations.

**1.04 QUALITY ASSURANCE:**

- A. Refer to DDC General Conditions Section 01 40 00 "Quality Requirements".
1. Historic Treatment Specialist Qualifications: A sheet metal roofing specialist meeting the requirements of DDC General Conditions Section 014000 1.7/C/6.



- B. Manufacturer: Obtain primary materials from a single manufacturer. Provide secondary materials as recommended by the manufacturer of the primary manufacturer.
- C. Industry Standard: Except as otherwise shown or specified, comply with applicable recommendations and details of "Copper in Architecture Handbook" by Copper Development Association (hereafter CDA). Conform to dimensions and profiles shown.
- D. Wind Uplift: Provide assemblies meeting requirements of UL 580 Class 90 wind uplift resistance.
- E. Stack sheathing panels flat with spacers beneath and between each bundle to provide air circulation. Protect sheathing from weather by covering with waterproof sheeting, securely anchored. Provide for air circulation around stacks and under coverings.
- F. Mock-Up: Before proceeding with the final fabrication and installation of the materials prepare a mock-up of work at a typical panel and return. Mock-up may be scaled down for ease of movement. Incorporate materials and methods of fabrication and installation identical with Project requirements. Install mock-up at the main roof area as directed by the Commissioner. Acceptable mock-up is to remain throughout the Project for reference purposes.

#### **1.05 JOB CONDITIONS:**

- A. Coordinate work of this section with interfacing and adjoining work for proper sequencing of each installation. Ensure best possible weather resistance and durability of work and protection of materials and finishes.

### **PART 2 - PRODUCTS**

#### **2.01 PERFORMANCE REQUIREMENTS**

- A. General Performance: Sheet metal roofing system, including, but not limited to, metal roof panels, cleats, anchors and fasteners, sheet metal flashing integral with sheet metal roofing, fascia panels, trim, battens, underlayment, and accessories, shall comply with requirements without failure due to defective manufacture, fabrication, or installation, or due to other defects in construction. Sheet metal roofing shall remain watertight.
- B. Sheet Metal Roofing Standard: Comply with SMACNA's "Architectural Sheet Metal Manual" unless more stringent requirements are specified or indicated on Drawings.
- C. Thermal Movements: Allow for thermal movements from ambient and surface temperature changes to prevent buckling, opening of joints, overstressing of components, failure of joint sealants, failure of connections, and other detrimental effects.

#### **2.02 ROOFING SHEET METALS**

- A. General: Protect mechanical and other finishes on exposed surfaces from damage by applying strippable, temporary protective film before shipping.





B. Zinc-Tin Alloy-Coated Copper Sheet: ASTM B 370 cold-rolled copper sheet, H00 temper, coated on both sides with zinc-tin alloy (50 percent zinc, 50 percent tin).

1. Weight (Thickness): 20 oz/sq. ft. uncoated, with 0.787-mil coating thickness applied to each side.

### **2.03 UNDERLAYMENT MATERIALS**

A. Roofing Felt: ASTM C 226/D 226M, Asphalt impregnated organic felt weighing not less than 30 lbs per 100 square feet.

B. Self-Adhering, High-Temperature Sheet Underlayment: Minimum 30 mils thick, consisting of a slip-resistant polyethylene- or polypropylene-film top surface laminated to a layer of butyl- or SBS-modified asphalt adhesive, with release-paper backing; specifically designed to withstand high metal temperatures beneath metal roofing. Provide primer according to written recommendations of underlayment manufacturer.

1. Products: Subject to compliance with requirements, provide one of the following:
  - a. GCP; Grace Ice and Water Shield HT.
  - b. Carlisle; WIP 300HT
  - c. Tarco; NR600 Ultra
  - d. Or approved equal.

C. Paper Slip Sheet: Minimum 6-lb rosin-sized building paper.

### **2.04 ROOF SHEATHING**

A. Plywood Sheathing: DOC PS 1, Marine-grade sheathing.

1. Span Rating: Not less than 16/0.
2. Nominal Thickness: Not less than 1/2 inch.

### **2.05 MISCELLANEOUS MATERIALS**

A. Sheathing Fasteners: provide fasteners of Type 304 stainless steel.

B. Provide materials and types of fasteners, cleats, solder, welding rods, protective coatings, separators, sealants and accessory items as recommended by copper sheet manufacturer and fabricator for copper roofing, except as otherwise indicated.

1. Cleats: 20 oz. Cold rolled copper, 2" wide x 3" long  $\pm$ , at 12" o/c, with 2 fasteners minimum per cleat.
2. Nails: Copper or hardware bronze, 0.109 inch minimum not less than 7/8" long, barbed with large head.



3. Screws and Bolts: Copper, bronze, or brass.
  4. Solder: ASTM Specification B-32, composition 50% tin and 50% lead. 60/40 tin/lead for lead coated copper.
  5. Flux: Muriatic acid neutralized with zinc or approved brand of soldering flux.
  6. Rivets: 1/8"-3/16"Ø, with solid copper mandrels and washers.
- C. Gutters and miscellaneous: Zinc-Tin Alloy-Coated Copper Sheet: ASTM B 370 cold-rolled copper sheet, H00 temper, coated on both sides with zinc-tin alloy (50 percent zinc, 50 percent tin).
1. Weight (Thickness): 20 oz/sq. ft. uncoated, with 0.787-mil coating thickness applied to each side.

## **2.06 SHOP-FABRICATED UNITS:**

- A. General Metal Fabrication: Shop fabricate work to greatest extent possible. Comply with details shown and with applicable requirements of CDA "Copper in Architecture Handbook" and other recognized industry practices. Fabricate for waterproof performance with expansion provisions for running work, sufficient to permanently prevent leakage, damage or deterioration of the work. Form work to fit substrate. Comply with material manufacturer's instructions and recommendations for forming material. Form exposed copper work without excessive oil-canning, buckling, and tool marks, true to line and level(s) indicated, with exposed edges folded back to form hems.
- B. Seams: Fabricate nonmoving seams in copper sheet with double-locked flat-seams. Finish seams on site with mechanical seamer where possible for uniform finish, or with appropriate hand-tools at areas inaccessible to mechanical seamer. Solder and or rivet joints for additional strength where indicated.
- C. Sealant Joints: Where movable, non-expansion type joints are indicated or required for proper performance of work, form copper to provide for proper installation of elastomeric sealant, in compliance with CDA standards.
- D. Separations: Provide for the separation of copper from non-compatible metals and/or corrosive substrates by coating concealed surfaces at locations of contact with bituminous coating or other permanent separation as recommended by manufacturer/fabricator.

## **PART 3 - EXECUTION**

### **3.01 EXECUTION REQUIREMENTS**

- A. Refer to DDC General Conditions for execution requirements.

### **3.02 COORDINATION:**

- A. Coordinate copper roofing with demolition of existing roofing cladding and substrate, installation of sheathing and underlayment, and masonry and other work at adjoining areas to provide a permanently leak-proof, secure and noncorrosive installation.



### **3.03 EXAMINATION**

- A. Examine substrates, areas, and conditions, with Installer present, for compliance with requirements for installation tolerances, substrate, and other conditions affecting performance of the Work.
  - 1. Examine solid roof sheathing to verify that sheathing joints are supported by framing or blocking, that tops of fasteners are flush with surface, and that installation is within flatness tolerances required for finished roofing installation.
  - 2. Verify that substrate is sound, dry, smooth, clean, sloped for drainage, and completely anchored, and that provision has been made for drainage, flashings, and penetrations through sheet metal roofing.
- B. Examine roughing-in for components and systems penetrating sheet metal roofing to verify actual locations of penetrations relative to seam locations of sheet metal roofing before installation.
- C. Prepare written report, endorsed by Installer, listing conditions detrimental to performance of the Work.
- D. Proceed with installation only after unsatisfactory conditions have been corrected.

### **3.04 WOOD SHEATHING INSTALLATION**

- A. Fasten sheathing panels to existing substrate with approved fasteners to comply with wind uplift requirements. Submit pull test results indicating fastener compliance.

### **3.05 UNDERLAYMENT INSTALLATION**

- A. Self-Adhering High-Temperature Sheet Underlayment:
  - 1. Install self-adhering high-temperature sheet underlayment, wrinkle free.
  - 2. Prime substrate if recommended by underlayment manufacturer.
  - 3. Comply with temperature restrictions of underlayment manufacturer for installation; use primer for installing underlayment at low temperatures.
  - 4. Apply in shingle fashion to shed water, with end laps of not less than 6 inches staggered 24 inches between courses.
  - 5. Overlap side edges not less than 3-1/2 inches.
  - 6. Roll laps and edges with roller.
  - 7. Cover underlayment within 14 days of installation.
  - 8. Install self-adhering high-temperature underlayment at the following locations:
    - a. Roof perimeter for a distance up from eaves of 36 inches beyond interior wall line.
    - b. Hips and ridges for a distance on each side of 18 inches.
    - c. Roof-to-wall intersections for a distance from wall of 24 inches.



- d. Around penetrating elements for a distance from element of 18 inches.
- B. Felt Underlayment: Install felt underlayment, wrinkle free, using adhesive to minimize use of mechanical fasteners under sheet metal roofing.
  - 1. Install in shingle fashion to shed water, with lapped joints of not less than 4 inches.
  - 2. Apply from eave to ridge.
- C. Install slip sheet, wrinkle free, over underlayment before installing sheet metal roofing and related flashing.
  - 1. Install in shingle fashion to shed water, with lapped joints of not less than 4 inches.
- D. Install flashings to cover slip sheet according to requirements in Section 076200.

### **3.06 INSTALLATION, GENERAL**

- A. Install sheet metal roofing to comply with details shown and recommendations in SMACNA's "Architectural Sheet Metal Manual" that apply to installation characteristics required unless otherwise indicated on Drawings.
  - 1. Install fasteners, solder, protective coatings, separators, sealants, and other miscellaneous items as required for complete roofing system.
  - 2. Install sheet metal roofing true to line, levels, and slopes. Provide uniform, neat seams with minimum exposure of solder.
  - 3. Anchor sheet metal roofing and other components of the Work securely in place, with provisions for thermal and structural movement.
  - 4. Do not field cut sheet metal roofing by torch.
  - 5. Provide metal closures at peaks, eaves, and each side of ridge caps.
  - 6. Flash and seal sheet metal roofing with closure strips at eaves, rakes, and perimeter of all openings. Fasten with self-tapping screws.
  - 7. Locate and space fastenings in uniform vertical and horizontal alignment. Pre-drill panels for fasteners.
  - 8. Install ridge and hip caps as sheet metal roofing work proceeds.
  - 9. Lap metal flashing over sheet metal roofing to direct moisture to run over and off roofing.
- B. Fasteners: Use fastener sizes that penetrate substrate not less than recommended by fastener manufacturer to achieve maximum pull-out resistance.
- C. Metal Protection: Where dissimilar metals contact each other, or where metal contacts pressure-treated wood or other corrosive substrates, protect against galvanic action or corrosion by painting contact surfaces with bituminous coating, by applying self-adhering sheet underlayment to each contact surface, or by other permanent separation as recommended in SMACNA's "Architectural Sheet Metal Manual."



- D. Conceal fasteners and expansion provisions where possible in exposed work and locate to minimize possibility of leakage. Cover and seal fasteners and anchors as required for a tight installation.

### **3.07 CUSTOM-FABRICATED SHEET METAL ROOFING INSTALLATION**

- A. Install sheet metal roofing system with lines and corners of exposed units true and accurate.
  - 1. Form exposed faces flat and free of buckles, excessive waves, and avoidable tool marks, considering metal temper and reflectivity.
  - 2. Provide uniform, neat seams with minimum exposure of solder, welds, and sealant.
  - 3. Fold back sheet metal to form hem on concealed side of exposed edges unless otherwise indicated.
- B. Install cleats to hold sheet metal roofing panels in position.
  - 1. Attach each cleat with at least two fasteners to prevent rotation.
  - 2. Space cleats not more than 24 inches o.c.
  - 3. Bend tabs over fastener head.
- C. Soldered Joints: Clean surfaces to be soldered, removing oils and foreign matter.
  - 1. Do not pre-tin zinc-tin alloy-coated copper.
  - 2. Do not use torches for soldering.
  - 3. Heat surfaces to receive solder, and flow solder into joint.
    - a. Fill joint completely.
    - b. Completely remove flux and spatter from exposed surfaces.
- D. Flat-Seam Roofing:
  - 1. Attach flat-seam metal panels to substrate with cleats, starting at eave and working upward toward ridge.
  - 2. After panels are in place, mallet seams tight and solder all seams.
  - 3. Attach roofing panels with cleats spaced not more than 24 inches o.c. Lock and solder panels to base flashing.
  - 4. Attach edge flashing/gutter to face of roof edge with continuous cleat fastened to roof substrate at 12- inch o.c. spacing. Lock panels to edge flashing and solder.
  - 5. Provide expansion batten seams at locations indicated on Drawings, but not less than 30 feet on center.
- E. Gutters:



1. Anchor back edge of gutter with continuous cleat.
2. Provide expansion joints at locations indicated on Drawings, but not less than 30 feet on center.
3. Join gutter sections with soldered joints.
  - a. Join sections with lapped joints sealed with sealant where required for expansion.
4. Provide for thermal expansion.
5. Slope gutters to drainage points.
6. Provide end closures and seal watertight with sealant.

### **3.08 CLEANING**

- A. Clean exposed metal surfaces of substances that interfere with uniform oxidation and weathering.
- B. On completion of sheet metal roofing installation, clean finished surfaces as recommended by sheet metal roofing manufacturer.
- C. Clean and neutralize flux materials. Clean off excess solder.
- D. Clean off excess sealants.

### **3.09 PROTECTION**

- A. Remove temporary protective coverings and strippable films as sheet metal roofing is installed unless otherwise indicated in manufacturer's written installation instructions.
- B. Prohibit traffic of any kind on installed sheet metal roofing.
- C. Maintain sheet metal roofing in clean condition during construction.
- D. Replace sheet metal roofing components that have been damaged or have deteriorated beyond successful repair by finish touchup or similar minor repair procedures, as determined by Commissioner.

**END OF SECTION 07 61 00**



**SECTION 07 62 00  
FLASHING AND SHEET METAL**

**PART 1 - GENERAL**

**1.01 RELATED DOCUMENTS**

- A. The following documents apply to all required work for the Project: (1) the Contract Drawings, (2) the Specifications, (3) the General Conditions, (4) the Addendum and (5) the Contract [City of New York Standard Construction Contract].

**1.02 SUMMARY**

- A. This Section includes unit masonry assemblies consisting of the following:
1. Stepped built in counterflashing.
  2. Built-in inboard and outboard stepped metal flashing and counterflashing.
  3. Sawtooth metal through-wall flashing.
  4. Sub-sill flashing.
  5. Fabric-coated metal flashing with regletted termination.
  6. Leader heads, gutters downspouts, splashpads etc.
  7. Interlocking corrugated sheet metal cladding over vapor permeable membrane.
- B. Refer to Section 075000 for related Membrane Roofing.
- C. Refer to Section 040120 for related Masonry Restoration.
- D. Refer to Section 079200 for related Joint Sealer work.

**1.03 SUBMITTALS**

- A. Refer to DDC General Conditions Section 01 33 00 "Submittal Procedures".
- B. Product Data; Flashing and Accessories: Submit manufacturer's product data, installation instructions and general recommendations for each specified sheet material and fabricated product.
- C. Samples; Flashing and Accessories: Submit 8" samples of all specified flashing materials.



#### **1.04 QUALITY ASSURANCE**

- A. Refer to DDC General Conditions Section 01 40 00 “Quality Requirements”.
- B. Manufacturer: Obtain primary materials from a single manufacturer. Provide secondary materials as recommended by the manufacturer of the primary manufacturer.

#### **1.05 JOB CONDITIONS**

- A. Coordinate work of this section with interfacing and adjoining work for proper sequencing of each installation. Ensure best possible weather resistance and durability of work and protection of materials and finishes.

### **PART 2 - PRODUCTS**

#### **2.01 FLASHING MATERIALS**

- A. Contractor Fabricated Flashings, Scupper Linings, Door and Window Sills, Etc.: Provide 16 Ounce Cold rolled tempered copper per ASTM B370.
- B. Sheet Metal Flashing: For installation of at the base of the new parapet walls at all step flashing locations provide shop-fabricated two-piece 16 oz. copper units. Hem all lower edges ½ inch minimum. No friction type clip in skirts will be permitted. All clip in flashing components must possess a positive mechanical lock. Pre-soldered straps as shown in the detail may be utilized to provide positive retention of the clip in skirts based upon an approved sample.
  - 1. All joints of all copper flashing except expansion joints shall be min ¾ inch finished width single locked fully soldered seams. No unsoldered lap joints shall be permitted, except where required for the purposes of expansion/contraction where joints shall be minimum 2 inch finished width loose lock joints filled with non skinning sealant.
- C. Wall Flashing and Structural Steel Flashing Products: Subject to compliance with requirements, provide one of the following:
  - 1. York Manufacturing; 5 oz Copper Fabric Flashing.
  - 2. Advanced Building Products; 5 oz Copper Fabric Flashing.
  - 3. Hohmann & Barnard; 5 oz Copper Fabric NA.
  - 4. Or approved equal
- D. Sawtooth Through-Wall Flashing Products: Subject to compliance with requirements, provide one of the following:
  - 1. Cheney; 3-way sawtooth design flashing.





2. Keystone; sawtooth through wall flashing.
3. B&B Sheet Metal; Thru-wall coping flashing with 3-way mortar bond.
4. Or approved equal

E. Concealed Vapor Permeable Membrane:

1. Basis of design: Subject to compliance with requirements, provide Tyvek Commercial Grade Building Wrap D with joint tape by the Dupont Corporation, or comparable products by one of the following.
  - a. Typar by Reemay Inc.
  - b. R-Wrap by Ludlow Coated Products.
  - c. Or approved equal.

**2.02 MISCELLANEOUS MATERIALS AND ACCESSORIES**

A. Solder: For use with stainless steel or copper, provide 50 - 50 tin/lead solder (ASTM B 32), with rosin flux.

B. Bedding/Loose Lock Sealant

1. Products: Subject to compliance with requirements, provide one of the following:
  - a. Pecora; BA-98 Non-skinning butyl sealant.
  - b. Sika; Sikalastomer-511 Non-skinning butyl sealant.
  - c. Tremco; Trempro JS-773 Non-skinning butyl sealant.
  - d. Or approved equal.

C. Weep Baffle Material, 2" x 3/4":

1. Products: Subject to compliance with requirements, provide one of the following:
  - a. Frank Lowe; Reticulated Foam Grade 10 PPI
  - b. H-O Products; Weep Hold Baffle 10 PPI
  - c. Lamatek; Sill & Weep Hole Baffle 10 PPI
  - d. Or approved equal.

D. Fabric Coated Metal Flashing Setting Sealant:

1. Products: Subject to compliance with requirements, provide one of the following:



- a. York; UniverSeal US-100 Liquid Tape.
  - b. Henkel; Osi Pro Series H2U Acrylic Urethane Sealant.
  - c. Hohmann & Barnard; HB Sealant.
  - d. Or approved equal.
- E. Injection-molded PVC weep holes
- 1. Products: Subject to compliance with requirements, provide one of the following:
    - a. Hohmann & Barnard; #343 Weep Hole.
    - b. Williams Products; Brick Vents.
    - c. Wire-Bond; #3602 Louvered Weep Holes.
    - d. Or approved equal.
- F. Weeps holes for large unit masonry units (stone/CMU/etc.)
- 1. Products: Subject to compliance with requirements, provide one of the following:
    - a. Hohmann & Barnard; #QV – Quadro-Vent.
    - b. Wire-bond; Cell Vent (3601)
    - c. Heckmann; Cell Vent (85)
    - d. Or approved equal

### **2.03 GUTTERS/DOWNSPOUTS**

- A. Gutters: Provide 3" hung molded gutters fabricated from 20 ounce copper sheets no more than 10'-0" long. Lap ends 1" in direction of flow and rivet and solder seams. Rivets shall be 3/16" in diameter and shall be placed 2" O.C..
- B. Hangers: Support gutter with 3/4" x 3/16" brass bars riveted or bolted to outer edge spaced 36" O.C. and extending 6" under roofing.
- C. Outlet Tubes: outlet tubes shall be provided at all downspouts and shall be soldered to gutter extending a minimum of three inches into leader or downspout.
- D. Strainers: Provide removable basket type strainers at all outlet tubes formed of #14 B&S gauge copper or brass.
- E. Leaders: Provide Leaders of 20 ounce copper with locked longitudinal joints. Telescope end joints 1 1/2". Support leaders 1/8" from wall plane using copper straps a maximum of 6'-0" O.C.. Extend straps a minimum of 2" on wall surface at either side of leader. Secure to masonry with bronze expansion



shields and bronze machine bolts of the cinch bolt type. Rods used to secure leader to straps shall be red bronze.

- F. Elbows: Provide elbows and precast concrete splash pads at the lower termination of all leaders.
- G. Leader Heads: Provide new 20 ounce copper leader heads configured to match existing at all scupper outlets. Lock and solder all seams, provide 2" flange for attachment to masonry wall. Use fasteners specified for leader attachment above. Provide ice overflow openings at all leader heads.
- H. Diamond plate door sill kick: Provide 1/8" thick aluminum plate, polished.

## **2.04 FABRICATED UNITS**

- A. General Metal Fabrication: Shop-fabricate copper counter-flashing scupper liners, etc. to greatest extent possible. Comply with details shown, and with applicable requirements of SMACNA "Architectural Sheet Metal Manual", Copper Brass Bronze Design Handbook by the Copper Development Association Inc., and other recognized industry practices. Follow the most stringent requirements of the organizations. Fabricate for waterproof and weather-resistant performance; with expansion provisions for running work, sufficient to permanently prevent leakage, damage or deterioration of the work. Form work to fit substrates snugly. Comply with material manufacturer instructions and recommendations for forming material.
- B. No exposed fasteners will be allowed. Trim and file all sharp edges. No exposed sharp edges will be permitted.
- C. Seams: For metal other than aluminum, tin edges to be seamed, form single lock seams minimum finished width of 3/4" and fully solder. All seams to be watertight. Contractor is required to test all seams.
- D. Expansion Provisions: Form expansion joints of intermeshing hooked flanges, not less than 2" finished width, filled with non skinning sealant (concealed within joints).
- E. Sealant Joints: Where movable, non-expansion type joints are indicated or required for proper performance of work, form metal to provide for proper installation of elastomeric sealant, in compliance with SMACNA standards.
- F. Separations: Provide for separation of metal from incompatible metal or corrosive substrates by coating concealed surfaces at locations of contact, with bituminous coating or other permanent separation as recommended by manufacturer/fabricator.
- G. Where new flashings shall come into contact with dissimilar metals and the threat of galvanic action exists, contact the Commissioner prior to proceeding with the work. Do not proceed with the work without written authorization from the Commissioner.

## **2.05 WALL CLADDING / RAINSCREEN**

- A. Interlocking Cladding: 20 oz copper



- B. Products: Subject to compliance with requirements, provide one of the following:
  - 1. S&J Sheet Metal; Vertical Corrugated Cladding.
  - 2. B&B Sheet Metal; Form Tyte Panel
  - 3. LITSCO; Streamline Classic CR
  - 4. Or approved equal
- C. Include preformed casing beads, trim and j-beads for edge and corner detailing.
- D. Cladding Anchors: Install non-corrosive metal anchors of type and spaced as recommended by manufacturer. Separate all dissimilar metals.
- E. Cladding Assembly Furring: Install 7/8", non-corrosive metal hat channel as recommended by the manufacturer.

### **PART 3 - EXECUTION**

#### **3.01 EXECUTION REQUIREMENTS**

- A. Refer to DDC General Conditions for execution requirements.

#### **3.02 INSTALLATION, GENERAL**

- A. Flash all penetrations, lintels, roof to wall junctures imbedded members that interrupt the downward flow of water through masonry. All ferrous components to be subsequently imbedded in masonry existing or new are to be fully flashed.
- B. Except as otherwise indicated, comply with manufacturer's installation instructions and recommendations, and with SMACNA "Architectural Sheet Metal Manual". Anchor units of work securely in place by methods indicated, providing for thermal expansion of metal units; conceal fasteners where possible, and set units true to line and level as indicated. Install work with laps, joints and seams which will be permanently watertight and weatherproof.
- C. Bed flanges of work in a thick coat of bituminous roofing cement where required for waterproof performance.
- D. Clean all solder residues from joints, neutralize excess flux with a 5-10% solution of washing soda.

#### **3.03 STEPPED BUILT IN FLASHING INSTALLATION**

- A. Coordinate installation of built in flashing and counter flashing with the masonry work and roof work.



- B. Remove masonry as required to exposed inner wythe to receive reglet installation. Carefully saw cut the reglet to a depth of 1' minimum. Confirm that the horizontal leg of the flashing is at a minimum of 8" above the roof surface (8" above all non flow-through traffic surfaces)
- C. Install built in stepped counterflashing as shown. Pitch all flashings toward the exterior of the parapet/wall. Set reglet in precut masonry joints at inner wythe. Retain in position using lead wedges at maximum 24" on center.
- D. Fill joint with mortar.
- E. Solder/weld all counter flashing joints after roof work is complete. Provide loose lock expansion joints filled with non skin butyl 8'-0" from any corner and every 24'-0" on any uninterrupted stretch of counterflashing.

### **3.04 STEPPED BUILT IN FLASHING INSTALLATION AT REBUILT PARAPETS**

- A. Coordinate installation of built in flashing and counter flashing with the masonry work and roof work.
- B. Install masonry to provide the bedding surfaces free from ridges, bumps or projections.
- C. Install built in stepped counterflashing as shown. Pitch all flashings toward the exterior of the parapet/wall. Install outboard stepped flashing in a full bed of mastic. Hold toe of flashing back 1/2' from face of masonry. Position outboard stepped flashing so that the vertical legs are located above and below the finished roof.
- D. Cope/cut upper level horizontal surfaces to receive reinforcing bars if/as required. Seal all reinforcement penetrations thoroughly with separate installations of fabric coated metal flashing in approved sealant. Do not proceed with rebuilding above until all penetrations have been fully sealed.
- E. Install stepped inboard flashing as shown to provide minimum base flashing heights of 8" Replace/extend all existing base flashing that does not meet this requirement. Confirm methods and materials with roof manufacturer. Set inboard flashing in a full mortar bed. Seal all reinforcing penetrations as described above.
- F. Solder/weld all counter flashing joints after roof work is complete. Provide loose lock expansion joints filled with non skin butyl 8'-0" from any corner and every 24'-0" on any uninterrupted stretch of counterflashing.
- G. Install clip in skirt to provide minimum 4' overhang over existing or extended base flashing.

### **3.05 THROUGH WALL SUB-COPING FLASHING INSTALLATION**

- A. Follow the accepted installation instructions in order to provide a water tight condition and a mechanical bond to the masonry above and below.



- B. Prepare bed joint to receive new sub coping flashing. Grind all parapet reinforcement flush with bed and coat any exposed rebar ends. Install new coping anchorage pins in adhesive to align with coping joint recesses. Install pins with a minimum 6" embedment.
- C. Set sub-coping flashing in a full bed of uncured mortar working the mortar into the flashing thoroughly. Overlap lengths a minimum of three inches, making sure that watertight connection exists. Immediately set new uncured mortar bed into the folds of the flashing thoroughly. Do not exceed 5/8" bed joint thickness.
- D. Install 5/8" diameter stainless steel pins dowels, minimum two per stone minimum 1 1/2" embedment into coping, minimum 6" embedment at existing masonry in epoxy. Each dowel is to be covered by a cylindrical copper cap with flange suitable for soldering to saw toothed copper flashing.
- E. Set new coping in uncured mortar with the specified overhangs. Miter all corners and ensure positive pitch to inboard. Level copings from end to end. Install adjacent copings so as not to exceed 1/8" height difference between copings at any point in the cross joints. Install new cross joint pins in mortar at each succeeding unit. Pocket pins into adjacent masonry at changes in parapet height.
- F. Maintain consistent 3/8" cross-joints unless otherwise shown. Point coping cross-joints to form a recessed joint with a 2:1 width to depth ratio. Install bond breaker and sealant. Align coping expansion joints with through parapet expansion joint below.
- G. Finish any exposed coping ends at parapet wall height changes to match exposed top, front and rear surfaces. Grout all air holes and cross joint pin holes to match. Clean all excess mortar at cross and bed joints.

### **3.06 FABRIC WALL FLASHING INSTALLATION**

- A. Follow the manufacturer's installation instructions in order to provide a water tight condition.
- B. Install flashing in manufacturer approved sealant per manufacturer's instructions for the type of substrate encountered. Strictly adhere to flashing manufacturer's recommended coverage rates for sealant installation. Reglet top edge of fabric flashing and secure with lead wedges. Set the toe of the flashing at lintels in approved sealant.
- C. At all end terminations, turn up the flashing and create an end dam condition. Set returns in compatible sealant. Provide additional target piece of flashing to provide water tight condition at all ends. Do not slice corners at end dams.
- D. Lap wall flashing under existing wall flashings at the extent of all work.
- E. Where wall ties are installed, install new target piece of fabric coated metal flashing over each penetration.
- F. Install new masonry, providing weep holes in the vertical joints directly above flashing level, at min. 24" o.c., or a minimum of 3 weeps per length of masonry.



### **3.07 SUBSILL PAN INSTALLATION**

- A. Install new stepped soldered metal pan set in non skinning sealant to completely encapsulate window frame. Pan is to be installed as one continuous piece.
- B. Pan is to be end dammed a minimum of 8" beyond the masonry opening.
- C. Pitch pan outwards to allow for water flow.
- D. Install new weeps at 24" o.c. maximum, provide minimum 3 weeps per opening.
- E. Pan installation includes the removal and replacement of minimum one course of masonry below the sill level.
- F. Set new masonry sill in a full bed of mortar. Provide weep baffle material between new sill and subsill flashing at the inboard joint. Lay weep baffles in the subsill mortar joint aligned with weep vents.

### **3.08 GUTTER/DOWNSPOUT INSTALLATION**

- A. Install hanging gutters with a minimum slope to outlet of 1/8" per foot. Support gutter as shown using straps 3'-0" O.C. Secure straps with a minimum of two approved fasteners (brass screws unless otherwise specified).
- B. No exposed fasteners will be permitted. Fasteners must be completely covered by subsequent roofing/flashing.
- C. Locate expansion joints midway between outlet tubes and not over 30'-0" apart. Loose lock expansion joints and fill with sealant to allow 1/2" movement.
- D. All leaders shall be supported in position clear of the wall using 1/8" copper straps spaced at 6'-0".
- E. Install approved splash pads at all downspout outlets. Install approved strainers in all downspout openings.
- F. Test all gutters and downspouts with running water and immediately repair/seal all leaking areas. Leave all gutters and downspouts in a complete watertight condition.

### **3.09 VAPOR PERMEABLE MEMBRANE INSTALLATION.**

- A. Use the largest sheet sizes possible for each installation to minimize seams. Hang sheet from termination bar spot adhere to back up masonry with approved sealant. Fasten termination bar 12" O.C. Maximum and seal top edge of bar to masonry joint.
- B. Where joints are unavoidable, lap and tape joints per manufacturer's recommendations. Turn membrane out and seal soundly to frames at windows. Trim flush with frame.



- C. Where wall ties penetrate membrane, seal perimeter of penetration and provide a separate target piece of membrane with sealed and taped perimeter.

### **3.10 WALL CLADDING / RAINSCREEN INSTALLATION.**

- A. Remove all existing coatings, paint, mastic, etc. from existing masonry wall.
- B. Install new vapor permeable membrane at masonry wall as described in this specification section.
- C. Install new metal furring horizontally at masonry wall, anchorage type and spacing as per manufacturer's recommendations.
- D. Shim furring as required to obtain final cladding assembly that is plumb, level and true to line without warp or rack of panels.
- E. Separate all dissimilar metals.
- F. Install interlocking cladding, hooking and engaging each successive panel per manufacturer's recommendations. Each panel shall be one continuous, full height unit with no seams.
- G. Provide insect screens, j-beads, corner beads, etc. at side extents, masonry openings, changes in plane, etc. per approved shop drawings.
- H. Clean completed system, removing dirt, mortar, sealant, etc. from metal cladding assembly.

### **3.11 CLEANING AND PROTECTION:**

- A. Clean all exposed surfaces, removing substances which might cause corrosion of metal or deterioration or marring of finishes.
- B. Clean all solder residues from joints, neutralize excess flux with a 5-10% solution of washing soda.
- C. Protection: Installer shall advise Contractor of required procedures for surveillance and protection of flashings and sheet metal work during construction, to ensure that work will be without damage or deterioration, other than natural weathering, at time of substantial completion.
- D. Damaged Units: Replace flashings and other components of the work which have been damaged or have deteriorated beyond successful repair by means of finish touch-up or similar minor repair procedures.

**END OF SECTION 07 62 00**





**SECTION 07 72 73  
VEGETATED ROOF SYSTEMS**

**PART 1 - GENERAL**

**1.01 RELATED DOCUMENTS**

- A. The following documents apply to all required work for the Project: (1) the Contract Drawings, (2) the Specifications, (3) the General Conditions, (4) the Addendum and (5) the Contract [City of New York Standard Construction Contract].

**1.02 SUMMARY**

- A. This Section includes the following:
1. All labor, materials, transportation, equipment and services necessary to assemble a complete vegetated roof cover assembly as shown on the Drawings and described herein. This system shall be installed in conjunction with a compatible waterproofing system.

**1.03 REFERENCES**

- A. The most current version of the publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by basic designation only.
- B. System Provider's specifications and recommendations.
- C. American Society for Testing and Materials (ASTM)
1. ASTM E2396-05: Standard Testing method for Saturated Water Permeability of Granular Drainage media (Falling-Head Method) for Green Roof Systems
  2. ASTM E2399-05: Standard Testing Method for Maximum Media Density for Dead Load Analysis
  3. ASTM D5199-01: Standard Testing Method for Measuring the Nominal Thickness of Geosynthetics
  4. ASTM D4833-00e1: Standard Test Method for Index Puncture resistance of Geotextiles, Geomembranes, and Related Products
  5. ASTM D5261-92: Standard Test Method for Measuring Mass per Unit Area of Geotextiles
  6. ASTM E2397-05: Standard Practice for Determination of Dead Loads and Live Loads Associated with Green Roof Systems



7. ASTM C131-06: Standard Test for Resistance to Degradation of Small-Size Coarse Aggregate by Abrasion and Impact in the Los Angeles Machine
8. ASTM C88-05: Standard Test Method for Soundness of Aggregates by Use of Sodium Sulfate or Magnesium Sulfate
9. ASTM C29M-07: Standard Test Method for Bulk Density (Unit Weight) and Voids in Aggregate
10. ASTM C136-06: Test Method for Sieve analysis of Fine and Coarse Aggregates
11. ASTM D3776-07: Standard Test Methods for Mass per Unit Area (Weight) of Fabric
12. ASTM D4632-91: Standard Test Method for Grab Breaking Load and Elongation of Geotextiles
13. ASTM D4491-99a: Standard Test Methods for Water Permeability of Geotextiles by Permittivity
14. ASTM D422-63: Standard Test Method for Particle-Size Analysis of Soils
15. ASTM D5035-06: Standard Test Method for Breaking Force and Elongation of Textile Fabrics (Strip Method)
16. ASTM D1777-96: Standard Test Method for Thickness of Textile Materials
17. ASTM D4716-04: Test Method for Determining the (In-Plane) Flow Rate per Unit Width and Hydraulic Transmissivity of a Geosynthetic Using a Constant Head
18. ASTM D3786-06e1: Standard Test Method for Bursting Strength of Textile Fabrics- Diaphragm Bursting Strength Tester Method
19. ASTM D1621-04a: Standard Test Method for Compressive Properties of Rigid Cellular Plastics
20. ASTM C40-04: Standard Test Method for Organic Impurities in Fine Aggregates for Concrete
21. ASTM C140-07: Standard Test Methods for Sampling and Testing Concrete Masonry Units and Related Units
22. ASTM C67- 07a: Standard Test Methods for Sampling and Testing Brick and Structural Clay Tile

D. Underwriters Laboratories

1. Class A Classification for use in Ballasted Systems.

E. Methods of Soil Analysis, American Society of Agronomy (1996) – abbreviated as “MSA.”

F. Test Methods for the Examination of Composting and Compost (latest) – abbreviated as “TMECC.”

G. Recommended Chemical Soil Testing Procedures, North Central Region Publication #221 – abbreviated as “RCSTP.”

H. USDA Handbook #60 – abbreviated as “USDA.”



- I. Forschungsgesellschaft Landschaftsentwicklung Landschaftsbau e.V. [The Landscaping and Landscape Development Research Society], methods to be based on the latest English edition, – Abbreviated as “FLL”
- J. System Description
  - 1. Extensive Green Roof Area: The extensive green roof build up: shall be a dual-media system 5” in depth per drawings and planting plan. Buildup will be up a 1” drain board filled to an additional .5” of lightweight drainage aggregate with a filter layer and 3.5” of growth media layer installed over a 20 mil root barrier and protection fabric. Media will be contained by a metal edge restraint. Precast concrete pavers shall separate metal edge from parapet and mechanicals per drawings. Growth media will support a low intensity, drought tolerant planting per planting plan. Planting berms are per planting plan will grade up to 7” of growth media above the same underlayments.

#### **1.04 SUBMITTALS**

- A. Refer to DDC General Conditions Section 01 33 00 “Submittal Procedures”.
- B. Product Data: For each type of manufactured material and product indicated.
- C. Samples: for final approval upon request and/if any Materials differ from those specified herein.
- D. Shop Drawings: Details of Installation, showing conditions at terminations, transitions, drains, penetrations, or build-up if different from or supplemental to the Drawings provided.
- E. Waterproofing Certification: signed by Waterproofing Provider, certifying that proposed vegetated roof cover assembly is fully compatible with waterproofing assembly (if assembly differs from specifications provided herein); and complies with waterproofing warranty.
- F. Guarantee Service: clearly describing the procedures for maintaining the vegetated assembly including a maintenance schedule for the first 24 months of establishment.
- G. Maintenance manual and staff instruction for proper care of plantings and roof cover assembly.

#### **1.05 QUALITY ASSURANCE**

- A. Refer to DDC General Conditions Section 01 40 00 “Quality Requirements”.

#### **1.06 DEFINITIONS**

- A. Drain Access Chamber: Open-ended box or cylinder that covers drains and/or scuppers. The chamber must be designed to admit water freely at the base. It must also have a removable lid to check for and remove any debris that may have entered the chamber. The choice of chamber type will depend on the type of deck drain or scupper in use. See 1.5 Submittals.



- B. Drainage/Retention Board: 1” recycled polyethylene sheet designed to retain water and allow for free drainage below.
- C. Drawings: Plans, sections and details included in the contract documents of which this Specification is a part.
- D. Extensive Growth Media Layer: An engineered soil-like material designed to retain moisture, manage plant nutrients, and support vigorous growth of the foliage.
- E. Lightweight Drainage Aggregate: expanded shale or clay designed for drainage and root zone development.
- F. Root-Barrier: A thermoplastic membrane designed to prevent root penetration of the underlying waterproofing and to retain moisture in the root zone.
- G. System Provider: Company that provides or certifies all materials required for installation of the vegetated roof cover assembly, furnishes on-site coordination and inspection, and warranty protections for the completed vegetated roof cover assembly.
- H. Waterproofing Provider: Company that provides or certifies all materials required for installation of the building waterproofing, furnishes on-site coordination and inspection, and warranty protections for the completed waterproofing, including flashings, counter-flashings, coping, and deck drains.

#### **1.07 DELIVERY, HANDLING, STORAGE**

- A. Plants shall be delivered in labeled flats and pots and conform to existing specifications in the American Standards for Nursery Stock. They shall be stored in a shaded, but sunlit area and watered once every 36 hours until they are installed. One label representing each plant variety shall be preserved and included with the project documents. Delivery of plants shall be such that they are not stored on site for any long period of time to minimize any potential of shock.
- B. Pre-grown mats shall be shipped to the site and installed within 24 hours of the shipping time. If this becomes impossible, the mats must be unrolled onto a sunlit area and irrigated daily until they can be installed.
- C. Bulk earth materials shall be laid down on a tarp and covered with a tarp to minimize contamination, protect them from weed seed infiltration and maintain them in a dry condition.
- D. Synthetic components shall be accompanied by identifying labels. They shall be stored out of direct sunlight where required.
- E. Pavers and masonry materials shall be palletized, shrink-wrapped, and in a safe and secure location.
- F. All materials to be ballasted and protected as needed during staging in such a manor to protect the building and the materials.



- G. Provide a description of how the completed waterproofing shall be protected between the time it is certified by the Waterproofing Provider as watertight and the time that installation of the vegetated cover system can begin. The description shall include:
1. Method for ballasting the finished waterproofing.
  2. Procedures for protecting the finished waterproofing from physical damage.
  3. Procedures for controlling access to the finished waterproofing.
  4. Coordination with Waterproofing Provider: Before commencement of the waterproofing installation, the Roofing Applicator and Vegetated Roof System Subcontractor shall meet with the Commissioner to discuss project sequence, procedures for methods for protecting the work (including ballasting of the completed waterproofing), and review shop drawings to establish compliance with the specifications.

## **PART 2 - PRODUCTS**

### **2.01 ROOT BARRIER**

- A. A root barrier is a root penetration protection system that should consist of a minimum 20 mil high density or low-density polyethylene (HDPE or LDPE). Heat weld seams, overlap 5 feet or use 2" wide Butyl tape to seal the overlapping edges. This layer shall satisfy the following specifications:
1. Thickness, 20 mil (ASTM-D5199)
  2. Puncture Resistance of 50lbs (ASTM D-4833).

### **2.02 PROTECTION FABRIC**

- A. The protection/water retention layer, consisting of nonwoven, geocomposite fabric.

### **2.03 DRAINAGE/RETENTION BOARD**

- A. A recycled polyolefin three-dimensional drainage board designed for water retention and free drainage, approximately 1" tall. This layer shall be placed in all areas of the vegetated zones, it shall be laid on top of the protection fabric to allow for free drainage.

### **2.04 LIGHTWEIGHT DRAINAGE AGGREGATE**

- A. Expanded lightweight aggregate (i.e., expanded shale, clay, slate) nominally 3/8" pending manufacturer.
- B. Used to fill cups of drain board and enhance water holding capacity for plant root systems.



## **2.05 FILTER FABRIC**

- A. A non-woven, needle punched, polypropylene geotextile with a weight of 6 oz meeting FLL and ASTM standards for use in vegetated and non-vegetated areas.
- B. This layer also used to prevent migration of fines into the drainage layer and any gaps in the system as needed.

## **2.06 GROWING MEDIA**

- A. Extensive engineered “soil-like” material designed for appropriate drainage and moisture retention to manage plant nutrients and support plant growth for long-term survivability.
- B. Must meet current FLL standards for Extensive Growing Media. Current performance data/testing required.

## **2.07 METAL EDGE RESTRAINT**

- A. Manufactured aluminum edging designed to provide free drainage from growing media during storm events and maintain border between vegetated and non-vegetated zones. These are fabricated from 1/8” aluminum. Height as shown in the Drawings. Base Length R 4 inches.
- B. Shall be perforated to allow for water to flow from vegetated to non-vegetated zones.

## **2.08 CONCRETE PAVERS**

- A. Architectural or Ballast pavers in a standard finish.
- B. Paver Accessories: provide fixed height shims as needed.
- C. Pavers to follow pitch of roof.

## **2.09 DRAIN ACCESS CHAMBER**

- A. Open-ended box or cylinder that covers drains and/or scuppers. The chamber must be designed to admit water freely at the base. It must also have a removable lid to prevent and check for removal of debris that may have entered the chamber. The choice of chamber type will depend on the type of deck drain or scupper in use. The chambers have no bottom panels, vents on the removable lid and shall be installed over all drains (in vegetated and non-vegetated roof areas).

## **2.10 PLANTS**

- A. See planting plan on Drawings.



## **2.11 VEGETATED ROOF SYSTEM MANUFACTURERS**

- A. Manufacturers: Subject to compliance with requirements provide products by one of the following:
  - 1. Zinco USA, Inc.
  - 2. Hanging Gardens, LLC.
  - 3. American Hydrotech, Inc.
  - 4. Or approved equal.

## **PART 3 - EXECUTION**

### **3.01 EXECUTION REQUIREMENTS**

- A. Refer to DDC General Conditions for execution requirements.

### **3.02 INSTALLATION**

- A. Installation of materials (including staging and placement) shall be done in a method that meets the vegetated roof system descriptions/requirements.

### **3.03 INSPECT WATERPROOFING**

- A. Examine the completed waterproofing system, with the Roofing Applicator present, for compliance with drawings, installation tolerances, and other conditions affecting performance.
- B. For record, prepare a written report, endorsed by the Roofing Applicator and the Vegetated Cover Installer. As appropriate, list conditions that may be detrimental to the performance of the work.
- C. Proceed only after unsatisfactory conditions have been corrected and endorsed by waterproofing applicator and vegetated roof contractor.

### **3.04 PREPARE SURFACE**

- A. The surface of the waterproofing system shall be swept and washed.
- B. Waterproofing shall be suitably protected in accordance with waterproofing system provider's requirements.
- C. Access to work area shall be controlled and limited to essential personnel only.



- D. Vegetated roof system subcontractor shall coordinate as necessary with other trades to facilitate timely staging and installation of materials.
- E. Heavily traveled areas (e.g., corridors for transporting media to the working areas) must be protected in a manner approved by the waterproofing installer.
- F. Suitably protect staging areas using ½ inch plywood or particle board over 1 inch sheets of expanded polystyrene or similar sheathing material.

### **3.05 INSTALL ROOT BARRIER**

- A. Roll out the root barrier on top of the completed waterproofing system.
- B. Overlap seams a minimum of 6” or per product specifications. Seal seams using hot air welder or butyl tape; or overlap a minimum of 5 feet. Protect any flashing details from sharp edges with filter fabric as needed.
- C. If work must be left overnight, ballast materials to hold safely in place on roof.

### **3.06 INSTALL PROTECTION FABRIC**

- A. Roll out protection fabric on top of root barrier in areas designated to have a vegetated cover.
- B. Overlap protection fabric a minimum of 3 inches or per manufacturer requirements.
- C. If work must be left overnight, ballast materials safely in place as needed.

### **3.07 PLACE DRAINAGE/RETENTION BOARD**

- A. Place the drainage layer over entire specified area. Roll out drainage mat and overlap edges per product specifications. Cut to fit as needed.
- B. If work must be left overnight, ballast materials safely in place as needed.

### **3.08 INSTALL LIGHTWEIGHT DRAINAGE AGGREGATE**

- A. Place the lightweight aggregate layer. The aggregate shall be dispensed at the roof level in a manner that will not suddenly increase the load to the roof. Spread to appropriate thickness per drawings and details.

### **3.09 INSTALL FILTER FABRIC**

- A. Install filter fabric over the lightweight aggregate.





- B. Overlap filter fabric edges by 6 inches or per manufacturer specifications.
- C. If work must be left overnight, ballast materials safely in place as needed.

### **3.10 INSTALL DRAIN ACCESS CHAMBERS AND METAL EDGE RESTRAINTS**

- A. Assemble edge elements.
- B. Wrap drain access chambers with separation fabric to prevent intrusion of media.

### **3.11 INSTALL GROWTH MEDIA**

- A. Place the growth media layer. The media shall be dispensed at the roof level in a manner that will not suddenly increase the load to the roof. It shall be immediately spread to the specified thickness, plus 10 percent for shrinkage.

### **3.12 INSTALL PRECAST CONCRETE PAVERS**

- A. Install precast concrete pavers per drawings and specifications.

### **3.13 INSTALL PLANTS**

- A. Plant pre-vegetated sedum mats and perennial plug plantings.
  1. Pre-vegetated sedum mat plantings in temperate climates should incorporate non-deciduous or semi-deciduous Sedum species. Additionally, the plant mixture should include a minimum of five different species of Sedum.
  2. Plant installation may occur April-October.
  3. Thoroughly soak the growth media prior to planting.
  4. Install pre-vegetated sedum mats over entire planting area, tightly together to avoid any gaps between mats.
  5. Water sedum mats upon completion or at the end of each day's installation.
  6. Install perennial accent plug plantings in berms per planting plan at a spacing of 12" on center.
  7. Cut slits, crosses or holes as needed in sedum mats and install plugs to appropriate depth through the sedum mat, press media and mat firmly around each plugs crown to ensure each plant is properly planted.
  8. Water perennial plugs upon completion or at the end of each day of planting.



9. Depending on the season that plants are established, periodic watering may be required during the first growth season.
10. Do not mulch.
11. Provide 2-year guarantee

**END OF SECTION 07 72 73**



**SECTION 07 92 00  
JOINT SEALERS**

**PART 1 - GENERAL**

**1.01 RELATED DOCUMENTS**

- A. The following documents apply to all required work for the Project: (1) the Contract Drawings, (2) the Specifications, (3) the General Conditions, (4) the Addendum and (5) the Contract [City of New York Standard Construction Contract].

**1.02 SUMMARY**

- A. This section includes:
1. Expansion joint sealant.
  2. Limestone wash joints.
  3. Limestone windowsill joints.
  4. Cutting out, backing, and sealing window and louver perimeters.
  5. Miscellaneous sealant work to provide a watertight condition.
- B. Refer to Section 040120 for related masonry work.

**1.03 SYSTEM PERFORMANCES:**

- A. Provide joint sealers that have been produced and installed to establish and maintain watertight and airtight continuous seals.

**1.04 SUBMITTALS**

- A. Refer to DDC General Conditions Section 01 33 00 "Submittal Procedures".
- B. Product Data: Submit manufacturer's technical data for each joint sealer product required, including instructions for joint preparation and joint sealer application.
- C. Samples for Initial Selection Purposes: Submit manufacturer's standard bead samples consisting of strips of actual products showing full range of colors available, for each product exposed to view.



- D. Test Reports: Submit pre-construction joint sealer-substrate test results including recommendations of joint sealer manufacturer for joint preparation and application of joint sealers applicable to project conditions.

**1.05 QUALITY ASSURANCE:**

- A. Refer to DDC General Conditions Section 01 40 00 “Quality Requirements”.
- B. Single Source Responsibility for Joint Sealer Materials: Obtain joint sealer materials from a single manufacturer for each different product required.

**1.06 DELIVERY, STORAGE, AND HANDLING:**

- A. Deliver materials to project site in original unopened containers or bundles with labels informing about manufacturer, product name and designation, color, expiration period for use, pot life, curing time and mixing instructions for multi-component materials.
- B. Store and handle materials to prevent their deterioration or damage due to moisture, temperature changes, contaminants, or other causes.

**1.07 PROJECT CONDITIONS:**

- A. Environmental Conditions: Do not proceed with installation of joint sealers under the following conditions:
  - 1. When ambient and substrate temperature conditions are outside the limits permitted by joint sealer manufacturer or below 40°F (4.4°C).
  - 2. When joint substrates are wet due to rain, frost, condensation or other causes.
- B. Joint Width Conditions: Do not proceed with installation of joint sealers when joint widths are less than allowed by joint sealer manufacturer for application indicated.

**PART 2 - PRODUCTS**

**2.01 MATERIALS, GENERAL:**

- A. Compatibility: Provide joint sealers, joint fillers and other related materials that are compatible with one another and with joint substrates under conditions of service and application, as demonstrated by testing and field experience.
- B. Colors: Provide color of exposed joint sealers indicated or, if not otherwise indicated, as selected by Commissioner from manufacturer's standard colors.



## **2.02 ELASTOMERIC JOINT SEALANTS:**

- A. Elastomeric Sealant Standard: Provide manufacturer's standard chemically curing, elastomeric sealant of base polymer indicated which complies with ASTM C 920 requirements, including those for Type, Grade, Class, and Uses.
- B. One-Part Nonsag Urethane Sealant: Type S; Grade NS; Class 25; Uses NT, M, A and, as applicable to joint substrates indicated, O;
  - 1. Products: Subject to compliance with requirements, provide one of the following:
    - a. BASF; Masterseal NP 1.
    - b. Sika; Sikaflex-15 LM.
    - c. Tremco; Dymonic 100.
    - d. Or approved equal.

## **2.03 JOINT SEALANT BACKING:**

- A. General: Provide sealant backings of material and type which are non-staining; are compatible with joint substrates, sealants, primers and other joint fillers; and are approved for applications indicated by sealant manufacturer based on field experience and laboratory testing.
- B. Plastic Foam Joint-Fillers: Preformed, closed-cell polyethylene foam, non-gassing, compressible, resilient, non-waxing, non-extruding strips of plastic foam of material indicated below, and of size, shape and density to control sealant depth and otherwise contribute to producing optimum sealant performance.
  - 1. Products: Subject to compliance with requirements, provide one of the following:
    - a. BASF; Masterseal 921.
    - b. Nomaco; HBR.
    - c. W.R. Meadows CERA-ROD.
    - d. Or approved equal.
- C. Bond-Breaker Tape: Polyethylene tape or other plastic tape as recommended by sealant manufacturer for preventing bond between sealant and joint filler or other materials at back (3rd) surface of joint. Provide self-adhesive tape where applicable.

## **2.04 MISCELLANEOUS MATERIALS:**

- A. Primer: Provide type recommended by joint sealer manufacturer where required for adhesion of sealant to joint substrates indicated, as determined from pre-construction joint sealer substrate and field tests.



- B. Cleaners for Nonporous Surfaces: Provide non-staining, chemical cleaner of type acceptable to manufacturer of sealant and sealant backing materials that are not harmful to substrates and adjacent nonporous materials.
- C. Masking Tape: Provide non-staining, non-absorbent type compatible with joint sealants and to surfaces adjacent to joints.

### **PART 3 - EXECUTION**

#### **3.01 EXECUTION REQUIREMENTS:**

- A. Refer to DDC General Conditions for execution requirements.

#### **3.02 INSPECTION:**

- A. Require Installer to inspect joints indicated to receive joint sealers for compliance with requirements for joint configuration, installation tolerances and other conditions affecting joint sealer performance. Obtain Installer's written report listing any conditions detrimental to performance of joint sealer work. Do not allow joint sealer work to proceed until unsatisfactory conditions have been corrected.

#### **3.03 PREPARATION:**

- A. Surface Cleaning of Joints: Clean out joints immediately before installing joint sealers to comply with recommendations of joint sealer manufacturers and the following requirements:
  1. Remove all foreign material from joint substrates which could interfere with adhesion of joint sealer, including dust; paints (except for permanent, protective coatings tested and approved for sealant adhesion and compatibility by sealant manufacturer), oil, grease, waterproofing, water repellents, water, surface dirt and frost.
  2. Clean concrete, masonry, unglazed surfaces of ceramic tile and similar porous joint substrate surfaces, by brushing, grinding, blast cleaning, mechanical abrading, acid washing or a combination of these methods to produce a clean, sound substrate capable of developing optimum bond with joint sealers. Remove loose particles remaining from above cleaning operations by vacuuming or blowing out joints with oil-free compressed air.
  3. Clean metal, glass, porcelain enamel, glazed surfaces of ceramic tile and other non-porous surfaces by chemical cleaners or other means that are not harmful to substrates or leave residues capable of interfering with adhesion of joint sealers.
  4. Joint Priming: Prime all joint substrates. Apply primer to comply with joint sealer manufacturer's recommendations. Confine primers to areas of joint sealer bond, do not allow spillage or migration onto adjoining surfaces.
  5. Masking Tape: Use masking tape where required to prevent contact of sealant with adjoining surfaces which otherwise would be permanently stained or damaged by such contact or by



cleaning methods required to remove sealant smears. Remove tape immediately after tooling without disturbing joint seal.

### **3.04 INSTALLATION OF JOINT SEALERS:**

- A. General: Comply with joint sealer manufacturers' printed installation instructions applicable to products and applications indicated, except where more stringent requirements apply. All joints shall be primed prior to the installation of sealant.
- B. Elastomeric Sealant Installation Standard: Comply with recommendations of ASTM C 962 for use of joint sealants as applicable to materials, applications and conditions indicated.
- C. Installation of Sealant Backings: Install sealant backings to comply with the following requirements:
  - 1. Install joint-fillers of type indicated to provide support of sealants during application and at position required to produce the cross-sectional shapes and depths of installed sealants relative to joint widths that allow optimum sealant movement capability.
  - 2. Do not leave gaps between ends of joint-fillers.
  - 3. Do not stretch, twist, puncture or tear joint-fillers.
  - 4. Remove absorbent joint-fillers that have become wet prior to sealant application and replace with dry material.
  - 5. Install bond breaker tape between sealants and joint-fillers or back of joints where required to prevent third-side adhesion of sealant to back of joint.
  - 6. At the expansion joints install expanding foam sealant in strict accordance with the manufacturer's instructions. Set foam back from the face of the masonry to allow for the installation of a bond breaker and a properly sized sealant joint.
- D. Installation of Sealants: Install sealants by proven techniques that result in sealants directly contacting and fully wetting joint substrates, completely filling recesses provided for each joint configuration and providing uniform, cross-sectional shapes and depths relative to joint widths which allow optimum sealant movement capability.
- E. Tooling of Non-sag Sealants: Immediately after sealant application and prior to time skinning or curing begins, tool sealants to form smooth, uniform beads of configuration indicated, to eliminate air pockets and to ensure contact and adhesion of sealant with sides of joint. Remove excess sealants from surfaces adjacent to joint. Do not use tooling agents that discolor sealants or adjacent surfaces or are not approved by sealant manufacturer.
  - 1. Concave joint configuration per Figure 8/A in ASTM C 1193, unless otherwise indicated.



**3.05 PROTECTION AND CLEANING:**

- A. Protect joint sealers during and after curing period from contact with contaminating substances or from damage resulting from construction operations or other causes so that they are without deterioration or damage at time of substantial completion. If, despite such protection, damage or deterioration occurs, cut out and remove damaged or deteriorated joint sealers immediately and re-seal joints with new materials to produce joint sealer installations with repaired areas indistinguishable from original work.
- B. Clean off excess sealants or sealant smears adjacent to joints as work progresses by methods and with cleaning materials approved by manufacturers of joint sealers and of products in which joints occur.

**END OF SECTION 07 92 00**





**SECTION 08 11 13  
HOLLOW METAL DOORS AND FRAMES**

**PART 1 - GENERAL**

**1.01 RELATED DOCUMENTS**

- A. The following documents apply to all required work for the Project: (1) the Contract Drawings, (2) the Specifications, (3) the General Conditions, (4) the Addendum and (5) the Contract [City of New York Standard Construction Contract].

**1.02 SUMMARY**

- A. Section includes:
1. Exterior standard steel doors and frames.
- B. Related Requirements:
1. Section 087100 "Door Hardware" for door hardware for hollow-metal doors.
  2. Section 088000 "Glazing" for transom.

**1.03 DEFINITIONS**

- A. Minimum Thickness: Minimum thickness of base metal without coatings according to NAAMM-HMMA 803 or SDI A250.8.

**1.04 COORDINATION**

- A. Coordinate anchorage installation for hollow-metal frames. Furnish setting drawings, templates, and directions for installing anchorages, including sleeves, concrete inserts, anchor bolts, and items with integral anchors. Deliver such items to Project site in time for installation.
- B. Coordinate requirements for installation of door hardware, electrified door hardware, and access control and security systems.

**1.05 SUBMITTALS**

- A. Refer to DDC General Conditions Section 01 33 00 "Submittal Procedures".
- B. Product Data: For each type of product.
1. Include construction details, material descriptions, core descriptions, fire-resistance ratings, and finishes.



- C. Shop Drawings: Include the following:
  - 1. Elevations of each door type.
  - 2. Details of doors, including vertical- and horizontal-edge details and metal thicknesses.
  - 3. Frame details for each frame type, including dimensioned profiles and metal thicknesses.
  - 4. Locations of reinforcement and preparations for hardware.
  - 5. Details of each different wall opening condition.
  - 6. Details of electrical raceway and preparation for electrified hardware, access control systems, and security systems.
  - 7. Details of anchorages, joints, field splices, and connections.
  - 8. Details of accessories.
  - 9. Details of moldings, removable stops, and glazing.
- D. Samples for Initial Selection: For hollow-metal doors and frames with factory-applied color finishes.
- E. Samples for Verification:
  - 1. Finishes: For each type of exposed finish required, prepared on Samples of not less than 3 by 5 inches.
  - 2. Fabrication: Prepare Samples approximately 12 by 12 inches to demonstrate compliance with requirements for quality of materials and construction:
    - a. Doors: Show vertical-edge, top, and bottom construction; core construction; and hinge and other applied hardware reinforcement. Include separate section showing glazing if applicable.
    - b. Frames: Show profile, corner joint, floor and wall anchors, and silencers. Include separate section showing fixed hollow-metal panels and glazing if applicable.
- F. Product Schedule: For hollow-metal doors and frames, prepared by or under the supervision of supplier, using same reference numbers for details and openings as those on Drawings. Coordinate with final door hardware schedule.
- G. Product Test Reports: For each type of hollow-metal door and frame assembly, for tests performed by a qualified testing agency.

## **1.06 QUALITY ASSURANCE:**

- A. Refer to DDC General Conditions Section 01 40 00 "Quality Requirements".

## **1.07 DELIVERY, STORAGE, AND HANDLING**

- A. Deliver hollow-metal doors and frames palletized, packaged, or crated to provide protection during transit and Project-site storage. Do not use nonvented plastic.
  - 1. Provide additional protection to prevent damage to factory-finished units.
- B. Deliver welded frames with two removable spreader bars across bottom of frames, tack welded to jambs and mullions.
- C. Store hollow-metal doors and frames vertically under cover at Project site with head up. Place on minimum 4-inch- (high wood blocking. Provide minimum 1/4-inch space between each stacked door to permit air circulation.



## **PART 2 - PRODUCTS**

### **2.01 MANUFACTURERS**

- A. Manufacturers: Subject to compliance with the requirements, provide products by one of the following:
1. Long Island Fire Door (LIF Industries).
  2. Capitol Fireproof Door.
  3. Acme & Dorf Door.
  4. Or approved equal.

### **2.02 EXTERIOR STANDARD STEEL DOORS AND FRAMES**

- A. Construct hollow-metal doors and frames to comply with standards indicated for materials, fabrication, hardware locations, hardware reinforcement, tolerances, and clearances, and as specified.
- B. Extra-Heavy-Duty Doors and Frames: SDI A250.8, Level 3; SDI A250.4, Level A.
1. Doors:
    - a. Type: As indicated in the Door and Frame Schedule.
    - b. Thickness: 1-3/4 inches.
    - c. Face: Metallic-coated steel sheet, minimum thickness of 0.053 inch, with minimum A60 coating.
    - d. Edge Construction: Model 1, Full Flush.
    - e. Edge Bevel: Provide manufacturer's standard beveled or square edges.
    - f. Top Edge Closures: Close top edges of doors with flush closures of same material as face sheets. Seal joints against water penetration.
    - g. Bottom Edges: Close bottom edges of doors where required for attachment of weather stripping with end closures or channels of same material as face sheets. Provide weep-hole openings in bottoms of exterior doors to permit moisture to escape.
    - h. Core: Manufacturer's standard.
  2. Frames:
    - a. Materials: Metallic-coated steel sheet, minimum thickness of 0.053 inch, with minimum A60 coating.
    - b. Construction: Full profile welded.
  3. Exposed Finish: Prime.

### **2.03 FRAME ANCHORS**

- A. Jamb Anchors:
1. Type: Anchors of minimum size and type required by applicable door and frame standard, and suitable for performance level indicated.
  2. Quantity: Minimum of three anchors per jamb, with one additional anchor for frames with no floor anchor. Provide one additional anchor for each 24 inches of frame height above 7 feet.
  3. Post installed Expansion Anchor: Minimum 3/8-inch- diameter bolts with expansion shields or inserts, with manufacturer's standard pipe spacer.



- B. Floor Anchors: Provide floor anchors for each jamb and mullion that extends to floor.
- C. Material: ASTM A 879/A 879M, Commercial Steel (CS), 04Z coating designation; mill phosphatized.
  - 1. For anchors built into exterior walls, steel sheet complying with ASTM A 1008/A 1008M or ASTM A 1011/A 1011M; hot-dip galvanized according to ASTM A 153/A 153M, Class B.

## **2.04 MATERIALS**

- A. Cold-Rolled Steel Sheet: ASTM A 1008/A 1008M, Commercial Steel (CS), Type B; suitable for exposed applications.
- B. Hot-Rolled Steel Sheet: ASTM A 1011/A 1011M, Commercial Steel (CS), Type B; free of scale, pitting, or surface defects; pickled and oiled.
- C. Metallic-Coated Steel Sheet: ASTM A 653/A 653M, Commercial Steel (CS), Type B.
- D. Inserts, Bolts, and Fasteners: Hot-dip galvanized according to ASTM A 153/A 153M.
- E. Power-Actuated Fasteners in Concrete: Fastener system of type suitable for application indicated, fabricated from corrosion-resistant materials, with clips or other accessory devices for attaching hollow-metal frames of type indicated.

## **2.05 FABRICATION**

- A. Hollow-Metal Frames: Fabricate in one piece except where handling and shipping limitations require multiple sections. Where frames are fabricated in sections, provide alignment plates or angles at each joint, fabricated of metal of same or greater thickness as frames.
  - 1. Transom Bar Frames: Provide closed tubular members with no visible face seams or joints, fabricated from same material as door frame. Fasten members at crossings and to jambs by welding.
  - 2. Provide countersunk, flat- or oval-head exposed screws and bolts for exposed fasteners unless otherwise indicated.
  - 3. Door Silencers: Except on weather-stripped frames, drill stops to receive door silencers as follows. Keep holes clear during construction.
    - a. Single-Door Frames: Drill stop in strike jamb to receive three door silencers.
  - 4. Terminated Stops: Terminate stops 6 inches above finish floor with a 90 degree angle cut, and close open end of stop with steel sheet closure. Cover opening in extension of frame with welded-steel filler plate, with welds ground smooth and flush with frame.
- B. Hardware Preparation: Factory prepare hollow-metal doors and frames to receive templated mortised hardware, and electrical wiring; include cutouts, reinforcement, mortising, drilling, and tapping according to SDI A250.6, the Door Hardware Schedule, and templates.
  - 1. Reinforce doors and frames to receive nontemplated, mortised, and surface-mounted door hardware.
  - 2. Comply with BHMA A156.115 for preparing hollow-metal doors and frames for hardware.
- C. Glazed Lites: Provide stops and moldings around glazed lites where indicated. Form corners of stops and moldings with mitered hairline joints.



1. Provide stops and moldings flush with face of door, and with beveled stops unless otherwise indicated.
2. Multiple Glazed Lites: Provide fixed and removable stops and moldings so that each glazed lite is capable of being removed independently.
3. Provide fixed frame moldings on outside of exterior and on secure side of interior doors and frames. Provide loose stops and moldings on inside of hollow-metal doors and frames.
4. Coordinate rabbet width between fixed and removable stops with glazing and installation types indicated.
5. Provide stops for installation with countersunk flat- or oval-head machine screws spaced uniformly not more than 9 inches o.c. and not more than 2 inches o.c. from each corner.

## **2.06 STEEL FINISHES**

- A. Prime Finish: Clean, pretreat, and apply manufacturer's standard primer.
  1. Shop Primer: Manufacturer's standard, fast-curing, lead- and chromate-free primer complying with SDI A250.10; recommended by primer manufacturer for substrate; compatible with substrate and field-applied coatings despite prolonged exposure.
- B. Factory Finish: Clean, pretreat, and apply manufacturer's standard two-coat, baked-on finish consisting of prime coat and thermosetting topcoat, complying with SDI A250.3.
  1. Color and Gloss: As selected by Commissioner from manufacturer's full range.

## **PART 3 - EXECUTION**

### **3.01 EXECUTION REQUIREMENTS**

- A. Refer to DDC General Conditions for execution requirements.

### **3.02 PREPARATION**

- A. Remove welded-in shipping spreaders installed at factory. Restore exposed finish by grinding, filling, and dressing, as required to make repaired area smooth, flush, and invisible on exposed faces. Touch up factory-applied finishes where spreaders are removed.
- B. Drill and tap doors and frames to receive nontemplated, mortised, and surface-mounted door hardware.

### **3.03 INSTALLATION**

- A. General: Install hollow-metal doors and frames plumb, rigid, properly aligned, and securely fastened in place. Comply with approved Shop Drawings and with manufacturer's written instructions.
- B. Hollow-Metal Frames: Comply with SDI A250.11.
  1. Set frames accurately in position; plumbed, aligned, and braced securely until permanent anchors are set. After wall construction is complete, remove temporary braces without damage to completed Work.



- a. Where frames are fabricated in sections, field splice at approved locations by welding face joint continuously; grind, fill, dress, and make splice smooth, flush, and invisible on exposed faces. Touch-up finishes.
- b. Install frames with removable stops located on secure side of opening.
2. Fire-Rated Openings: Install frames according to NFPA 80.
3. Floor Anchors: Secure with postinstalled expansion anchors.
  - a. Floor anchors may be set with power-actuated fasteners instead of postinstalled expansion anchors if so indicated and approved on Shop Drawings.
4. Solidly pack mineral-fiber insulation inside frames.
5. Masonry Walls: Coordinate installation of frames to allow for solidly filling space between frames and masonry with grout or mortar.
6. In-Place Concrete or Masonry Construction: Secure frames in place with postinstalled expansion anchors. Countersink anchors, and fill and make smooth, flush, and invisible on exposed faces.
7. Installation Tolerances: Adjust hollow-metal frames to the following tolerances:
  - a. Squareness: Plus or minus 1/16 inch, measured at door rabbet on a line 90 degrees from jamb perpendicular to frame head.
  - b. Alignment: Plus or minus 1/16 inch, measured at jambs on a horizontal line parallel to plane of wall.
  - c. Twist: Plus or minus 1/16 inch, measured at opposite face corners of jambs on parallel lines, and perpendicular to plane of wall.
  - d. Plumbness: Plus or minus 1/16 inch, measured at jambs at floor.
- C. Hollow-Metal Doors: Fit and adjust hollow-metal doors accurately in frames, within clearances specified below.
  1. Non-Fire-Rated Steel Doors: Comply with SDI A250.8.
  2. Fire-Rated Doors: Install doors with clearances according to NFPA 80.
- D. Glazing: Comply with installation requirements in Section 088000 "Glazing" and with hollow-metal manufacturer's written instructions.

### **3.04 CLEANING AND TOUCHUP**

- A. Prime-Coat Touchup: Immediately after erection, sand smooth rusted or damaged areas of prime coat and apply touchup of compatible air-drying, rust-inhibitive primer.
- B. Metallic-Coated Surface Touchup: Clean abraded areas and repair with galvanizing repair paint according to manufacturer's written instructions.
- C. Factory-Finish Touchup: Clean abraded areas and repair with same material used for factory finish according to manufacturer's written instructions.
- D. Touchup Painting: Cleaning and touchup painting of abraded areas of paint are specified in painting Sections.

### **END OF SECTION 08 11 13**



**SECTION 08 31 13  
ACCESS DOORS AND FRAMES**

**PART 1 - GENERAL**

**1.01 RELATED DOCUMENTS**

- A. The following documents apply to all required work for the Project: (1) the Contract Drawings, (2) the Specifications, (3) the General Conditions, (4) the Addendum and (5) the Contract [City of New York Standard Construction Contract].

**1.02 SUMMARY**

- A. This Section includes the following:
1. Access doors and frames for ceilings.
- B. Related Sections include the following:
1. Section 09 23 00 Gypsum Plastering.

**1.03 SUBMITTALS**

- A. Refer to DDC General Conditions Section 01 33 00 "Submittal Procedures".
- B. Product Data: For each type of access door and frame indicated. Include construction details, fire ratings, materials, individual components and profiles, and finishes.
- C. Shop Drawings: Show fabrication and installation details of access doors and frames for each type of substrate. Include plans, elevations, sections, details, and attachments to work of other trades.
- D. Samples: For each door face material, at least 3 by 5 inches (75 by 125 mm) in size, in specified finish.
- E. Access Door and Frame Schedule: Provide complete access door and frame schedule, including types, locations, sizes, latching or locking provisions, and other data pertinent to installation.
- F. Ceiling Coordination Drawings: Reflected ceiling plans, drawn to scale, on which ceiling-mounted items including access doors and frames, lighting fixtures, diffusers, grilles, speakers, sprinklers, and special trim are shown and coordinated with each other.

**1.04 QUALITY ASSURANCE**

- A. Refer to DDC General Conditions Section 01 40 00 "Quality Requirements".



- B. Source Limitations: Obtain each type of access door and frame through one source from a single manufacturer.
- C. Size Variations: Obtain Commissioner's acceptance of manufacturer's standard-size units, which may vary slightly from sizes indicated.

## **PART 2 - PRODUCTS**

### **2.01 ALUMINUM MATERIALS**

- A. Aluminum Extrusions: ASTM B 221 (ASTM B 221M), Alloy 6063-T6.
  - 1. Mill finish, AA-M10 (Mechanical Finish: as fabricated, unspecified).
- B. Aluminum-Alloy Rolled Tread Plate: ASTM B 632/B 632M, Alloy 6061-T6.
  - 1. Mill finish, AA-M10 (Mechanical Finish: as fabricated, unspecified).
- C. Aluminum Sheet: ASTM B 209 (ASTM B 209M), alloy and temper recommended by aluminum producer and finisher for type of use and finish indicated, and with not less than strength and durability properties of Alloy 5005-H15; with minimum sheet thickness indicated representing specified thickness according to ANSI H35.2 (ANSI H35.2(M)).
  - 1. Class II, Clear Anodic Finish: AA-M12C22A31 (Mechanical Finish: nonspecular as fabricated; Chemical Finish: etched, medium matte; Anodic Coating: Architectural Class II, clear coating 0.010 mm or thicker) complying with AAMA 611.

### **2.02 ACCESS DOORS AND FRAMES FOR CEILINGS**

- A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
  - 1. Acudor Products, Inc.
  - 2. Babcock-Davis; A Cierra Products Co.
  - 3. Bar-Co, Inc. Div.; Alfab, Inc.
  - 4. Cendrex Inc.
  - 5. Dur-Red Products.
  - 6. Elmdor/Stoneman; Div. of Acorn Engineering Co.
  - 7. Jensen Industries.
  - 8. J. L. Industries, Inc.
  - 9. Karp Associates, Inc.





10. Larsen's Manufacturing Company.
11. MIFAB, Inc.
12. Milcor Inc.
13. Nystrom, Inc.
14. Williams Bros. Corporation of America (The).
15. Or approved equal.

### **2.03 FABRICATION**

- A. General: Provide access door and frame assemblies manufactured as integral units ready for installation.
- B. Metal Surfaces: For metal surfaces exposed to view in the completed Work, provide materials with smooth, flat surfaces without blemishes. Do not use materials with exposed pitting, seam marks, roller marks, rolled trade names, or roughness.
- C. Doors and Frames: Grind exposed welds smooth and flush with adjacent surfaces. Furnish attachment devices and fasteners of type required to secure access panels to types of supports indicated.
  1. Exposed Flanges: Nominal 1 to 1-1/2 inches (25 to 38 mm) wide around perimeter of frame.
  2. Provide mounting holes in frames for attachment of units to metal or wood framing.
  3. Provide mounting holes in frame for attachment of masonry anchors. Furnish adjustable metal masonry anchors.
- D. Recessed Access Doors: Form face of panel to provide recess for application of applied finish. Reinforce panel as required to prevent buckling.
- E. Latching Mechanisms: Furnish number required to hold doors in flush, smooth plane when closed.
  1. For cylinder lock, furnish two keys per lock and key all locks alike.
  2. For recessed panel doors, provide access sleeves for each locking device. Furnish plastic grommets and install in holes cut through finish.
- F. Extruded Aluminum: After fabrication, apply manufacturer's standard protective coating on aluminum that will come in contact with concrete.



## **PART 3 - EXECUTION**

### **3.01 EXECUTION REQUIREMENTS**

- A. Refer to DDC General Conditions for execution requirements.

### **3.02 INSTALLATION**

- A. Comply with manufacturer's written instructions for installing access doors and frames.
- B. Set frames accurately in position and attach securely to supports with plane of face panels aligned with adjacent finish surfaces.
- C. Install doors flush with adjacent finish surfaces or recessed to receive finish material.

### **3.03 ADJUSTING AND CLEANING**

- A. Adjust doors and hardware after installation for proper operation.
- B. Remove and replace doors and frames that are warped, bowed, or otherwise damaged.

**END OF SECTION 08 31 13**



**SECTION 08 71 00  
DOOR HARDWARE**

**PART 1 - GENERAL**

**1.01 RELATED DOCUMENTS**

- A. The following documents apply to all required work for the Project: (1) the Contract Drawings, (2) the Specifications, (3) the General Conditions, (4) the Addendum and (5) the Contract [City of New York Standard Construction Contract].

**1.02 SUMMARY**

- A. Section Includes:
  - 1. Mechanical door hardware for the following:
    - a. Swinging doors.
- B. Related Requirements:
  - 1. Section 081113 "Hollow Metal Doors and Frames"

**1.03 COORDINATION**

- A. Installation Templates: Distribute for doors, frames, and other work specified to be factory prepared. Check Shop Drawings of other trades to confirm that adequate provisions are made for locating and installing door hardware to comply with indicated requirements.
- B. Security: Coordinate installation of door hardware, keying, and access control with City of New York.
- C. Electrical System Roughing-In: Coordinate layout and installation of electrified door hardware with connections to power supplies and building safety and security systems.
- D. Existing Openings: Where hardware components are scheduled for application to existing construction or where modifications to existing door hardware are required, field verify existing conditions and coordinate installation of door hardware to suit opening conditions and to provide proper door operation.

**1.04 SUBMITTALS**

- A. Refer to DDC General Conditions Section 01 33 00 "Submittal Procedures".
- B. Product Data: For each type of product.



1. Include construction details, material descriptions, dimensions of individual components and profiles, and finishes.
- C. Samples for Initial Selection: For each type of exposed finish.
- D. Samples for Verification: For each type of exposed product, in each finish specified.
  1. Sample Size: Full-size.
    - a. Full-size Samples will be returned to Contractor. Units that are acceptable and remain undamaged through submittal, review, and field comparison process may, after final check of operation, be incorporated into the Work, within limitations of keying requirements.
  2. Tag Samples with full product description to coordinate Samples with door hardware schedule.
- E. Door Hardware Schedule: Prepared by or under the supervision of Installer's Architectural Hardware Consultant. Coordinate door hardware schedule with doors, frames, and related work to ensure proper size, thickness, hand, function, and finish of door hardware.
  1. Submittal Sequence: Submit door hardware schedule concurrent with submissions of Product Data, Samples, and Shop Drawings. Coordinate submission of door hardware schedule with scheduling requirements of other trades to facilitate the fabrication of work of other trades that is critical in Project construction schedule.
  2. Format: Use same scheduling sequence and format and use same door numbers as in door hardware schedule in the Contract Documents.
  3. Content: Include the following information:
    - a. Identification number, location, hand, fire rating, size, and material of each door and frame.
    - b. Locations of each door hardware set, cross-referenced to Drawings on floor plans and to door and frame schedule.
    - c. Complete designations, including name and manufacturer, type, style, function, size, quantity, function, and finish of each door hardware product.
    - d. Fastenings and other installation information.
    - e. Explanation of abbreviations, symbols, and designations contained in door hardware schedule.
    - f. Mounting locations for door hardware.
    - g. List of related door devices specified in other Sections for each door and frame.
- F. Keying Schedule: Include schematic keying diagram and index each key set to unique door designations that are coordinated with the Contract Documents.
- G. Maintenance Data: For each type of door hardware to include in maintenance manuals.
- H. Schedules: Final door hardware and keying schedule.

## **1.05 QUALITY ASSURANCE**

- A. Refer to DDC General Conditions Section 01 40 00 "Quality Requirements".



## **1.06 DELIVERY, STORAGE, AND HANDLING**

- A. Inventory door hardware on receipt and provide secure lock-up for door hardware delivered to Project site.
- B. Tag each item or package separately with identification coordinated with the final door hardware schedule, and include installation instructions, templates, and necessary fasteners with each item or package.
- C. Deliver keys to manufacturer of key control system for subsequent delivery to the City of New York.

## **PART 2 - PRODUCTS**

### **2.01 MANUFACTURERS**

- A. Source Limitations: Obtain each type of door hardware from single manufacturer.
- B. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
  - 1. Butts
    - a. Stanley
    - b. McKinney
    - c. Hager
    - d. Bommer
    - e. Lawrence Hardware Intl.
    - f. Or approved equal.
  - 2. Locksets (lever type)
    - a. Yale
    - b. Sargent
    - c. Schlage
    - d. Marks
    - e. Corbin Russwin
    - f. Or approved equal.
  - 3. Cylinders
    - a. Yale
    - b. Sargent
    - c. Schlage
    - d. Marks
    - e. Corbin Russwin
    - f. Falcon
    - g. Or approved equal.
  - 4. Exit Devices
    - a. Von Duprin
    - b. Precision APEX
    - c. Sargent



- d. Falcon
  - e. Yale
  - f. Or approved equal.
5. Door Closers
- a. LCN
  - b. Norton
  - c. Dorma
  - d. Yale
  - e. Or approved equal.
6. Stop and Holder
- a. Glynn Johnson
  - b. Architectural Builders Hardware
  - c. Rixson
  - d. Or approved equal.

## **2.02 PERFORMANCE REQUIREMENTS**

- A. Fire-Rated Door Assemblies: Where fire-rated doors are indicated, provide door hardware complying with NFPA 80 that is listed and labeled by a qualified testing agency, for fire-protection ratings indicated, based on testing at positive pressure according to NFPA 252 or UL 10C.
- B. Means of Egress Doors: Latches do not require more than 15 lbf to release the latch. Locks do not require use of a key, tool, or special knowledge for operation.

## **2.03 SCHEDULED DOOR HARDWARE**

- A. Provide products for each door that comply with requirements indicated in Part 2 and door hardware schedule.
  - 1. Door hardware is scheduled in Part 3.

## **2.04 HINGES**

- A. Hinges: BHMA A156.1.
- B. Antifriction-Bearing Hinges:
  - 1. Mounting: Full mortise (butts).
  - 2. Bearing Material: Manufacturer's standard antifriction bearing.
  - 3. Grade 1 (heavy weight).
  - 4. Base and Pin Metal: Stainless steel with stainless-steel pin
  - 5. Pins: Maximum Security.
  - 6. Tips: Flat button
  - 7. Corners: Square.



## **2.05 MECHANICAL LOCKS AND LATCHES**

- A. Lock Functions: As indicated in door hardware schedule.
- B. Lock Throw: Comply with testing requirements for length of bolts required for labeled fire doors, and as follows:
  - 1. Mortise Locks: Minimum 3/4-inch latchbolt throw.
  - 2. Deadbolts: Minimum 1-inch bolt throw.
- C. Lock Backset: 2-3/4 inches unless otherwise indicated.
- D. Lock Trim:
  - 1. Levers: Cast.
    - a. Construction: Vandal resistant
  - 2. Dummy Trim: Match lever lock trim and escutcheons.
- E. Strikes: Provide manufacturer's standard strike for each lock bolt or latchbolt complying with requirements indicated for applicable lock or latch and with strike box and curved lip extended to protect frame; finished to match lock or latch.
  - 1. Flat-Lip Strikes: For locks with three-piece antifriction latchbolts, as recommended by manufacturer.
- F. Mortise Locks: BHMA A156.13; Security Grade 1; stamped steel case with steel or brass parts; Series 1000.

## **2.06 EXIT LOCKS AND EXIT ALARMS**

- A. Exit Locks and Alarms: BHMA A156.29, Grade 1.
- B. Exit Locks: Surface mounted; battery powered, housed in metal case; with manufacturer's standard strike that suits frame; with red-and-white lettering reading "EMERGENCY EXIT PUSH TO OPEN - ALARM WILL SOUND."
  - 1. Single-Door Type: Activated by horizontal bar.
  - 2. Features:
    - a. Low-battery alert.
    - b. Outside key control.
    - c. Audible alarm that sounds when unauthorized use of door occurs.
    - d. Silent alarm with remote signal capability for connection to remote indicating panel.
    - e. Strike: Mortise.

## **2.07 EXIT DEVICES AND AUXILIARY ITEMS**

- A. Exit Devices and Auxiliary Items: BHMA A156.3.



- B. Fire Exit Devices: Devices complying with NFPA 80 that are listed and labeled by a testing and inspecting agency acceptable to NYC DOB for fire and panic protection, based on testing according to UL 305 and NFPA 252.
- C. Mortise Exit Devices: Grade 2.
  - 1. Type: 3
  - 2. Actuating Bar: Push pad
  - 3. Material: Stainless steel.
  - 4. Electrified Features:
    - a. Alarm.
- D. Exit Device Outside Trim: Lever with cylinder; material and finish to match locksets unless otherwise indicated.
  - 1. Match design for lock trim unless otherwise indicated.

## **2.08 LOCK CYLINDERS**

- A. Lock Cylinders: Tumbler type, constructed from brass or bronze, stainless steel, or nickel silver. Provide cylinder from same manufacturer of locking devices.
- B. Standard Lock Cylinders: BHMA A156.5; Grade 1 permanent cores; face finished to match lockset.
  - 1. Core Type: Interchangeable.
  - 2. Number of Pins: Seven.
  - 3. Lock Type: Mortise type.
- C. Construction Cores: Provide construction cores that are replaceable by permanent cores. Provide 10 construction master keys.

## **2.09 KEYING**

- A. Existing System
  - 1. Master key or grand master key locks to City of New York's existing system.
  - 2. Re-key City of New York's existing master key system into new keying system.
- B. Keys: Nickel silver or Brass
  - 1. Stamping: Permanently inscribe each key with a visual key control number.





## **2.10 SURFACE CLOSERS**

- A. Surface Closers: BHMA A156.4; rack-and-pinion hydraulic type with adjustable sweep and latch speeds controlled by key-operated valves and forged-steel main arm. Comply with manufacturer's written instructions for size of door closers depending on size of door, exposure to weather, and anticipated frequency of use. Provide factory-sized closers, adjustable to meet field conditions and requirements for opening force.
- B. Surface Closer with Cover: Grade 1; Modern type with mechanism enclosed in cover.
  - 1. Mounting: Parallel arm.
  - 2. Type: Regular arm.
  - 3. Cover Material: Plated steel.
  - 4. Closing Power Adjustment: At least 15 percent more than minimum tested value.

## **2.11 OVERHEAD STOPS AND HOLDERS**

- A. Overhead Stops and Holders: BHMA A156.8.
- B. Overhead Concealed Slide Holders: Type 1; Grade 1 hold open and release by push and pull of door unless control is set in inactive position; with stop, shock absorber, and adjustable holding pressure; for doors opening 110 degrees.

## **2.12 DOOR GASKETING**

- A. Door Gasketing: BHMA A156.22; with resilient or flexible seal strips that are easily replaceable and readily available from stocks maintained by manufacturer.
- B. Maximum Air Leakage: When tested according to ASTM E 283 with tested pressure differential of 0.3-inch wg as follows:
- C. Rigid, Housed, Perimeter Gasketing: Silicone bulb gasket material held in place by housing; fastened to frame stop with screws.
  - 1. Housing Material: Stainless steel.
- D. Door Shoes: Brush pile gasket material held in place by housing; mounted to bottom edge of door with screws.
  - 1. Housing Material: Aluminum
  - 2. Mounting: Mortised into bottom edge of door.

## **2.13 THRESHOLDS**

- A. Thresholds: BHMA A156.21; fabricated to full width of opening indicated.
- B. Latching/Rabbeted Thresholds with Gasket: Fluted-top metal member with gasket.



1. Type: Offset.
2. Base Metal: Aluminum
3. Gasket Material: Neoprene.

## **2.14 FABRICATION**

- A. Base Metals: Produce door hardware units of base metal indicated, fabricated by forming method indicated, using manufacturer's standard metal alloy, composition, temper, and hardness. Furnish metals of a quality equal to or greater than that of specified door hardware units and BHMA A156.18.
- B. Fasteners: Provide door hardware manufactured to comply with published templates prepared for machine, wood, and sheet metal screws. Provide screws that comply with commercially recognized industry standards for application intended, except aluminum fasteners are not permitted. Provide Phillips flat-head screws with finished heads to match surface of door hardware unless otherwise indicated.
  1. Fire-Rated Applications:
    - a. Steel Through Bolts: For the following unless door blocking is provided:
      - 1) Surface hinges to doors.
      - 2) Closers to doors and frames.
      - 3) Surface-mounted exit devices.
    2. Spacers or Sex Bolts: For through bolting of hollow-metal doors.
    3. Gasketing Fasteners: Provide noncorrosive fasteners for exterior applications and elsewhere as indicated.

## **2.15 FINISHES**

- A. Provide finishes complying with BHMA A156.18 as indicated in door hardware schedule.
- B. Protect mechanical finishes on exposed surfaces from damage by applying a strippable, temporary protective covering before shipping.
- C. Appearance of Finished Work: Variations in appearance of abutting or adjacent pieces are acceptable if they are within one-half of the range of approved Samples. Noticeable variations in the same piece are not acceptable. Variations in appearance of other components are acceptable if they are within the range of approved Samples and are assembled or installed to minimize contrast.



## **PART 3 - EXECUTION**

### **3.01 EXECUTION REQUIREMENTS**

- A. Refer to DDC General Conditions for execution requirements.

### **3.02 EXAMINATION**

- A. Examine doors and frames, with Installer present, for compliance with requirements for installation tolerances, labeled fire-rated door assembly construction, wall and floor construction, and other conditions affecting performance of the Work.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

### **3.03 PREPARATION**

- A. Steel Doors and Frames: For surface-applied door hardware, drill and tap doors and frames according to ANSI/SDI A250.6.

### **3.04 INSTALLATION**

- A. Mounting Heights: Mount door hardware units at heights indicated on Drawings.
- B. Install each door hardware item to comply with manufacturer's written instructions. Where cutting and fitting are required to install door hardware onto or into surfaces that are later to be painted or finished in another way, coordinate removal, storage, and reinstallation of surface protective trim units with finishing work. Do not install surface-mounted items until finishes have been completed on substrates involved.
  - 1. Set units level, plumb, and true to line and location. Adjust and reinforce attachment substrates as necessary for proper installation and operation.
  - 2. Drill and countersink units that are not factory prepared for anchorage fasteners. Space fasteners and anchors according to industry standards.
- C. Hinges: Install types and in quantities indicated in door hardware schedule, but not fewer than the number recommended by manufacturer for application indicated or one hinge for every 30 inches of door height, whichever is more stringent, unless other equivalent means of support for door, such as spring hinges or pivots, are provided.
- D. Lock Cylinders: Install construction cores to secure building and areas during construction period.
  - 1. Replace construction cores with permanent cores as directed by Commissioner.
- E. Thresholds: Set thresholds for exterior doors and other doors indicated in full bed of sealant complying with requirements specified in Section 079200 "Joint Sealers."



- F. Perimeter Gasketing: Apply to head and jamb, forming seal between door and frame.
  - 1. Do not notch perimeter gasketing to install other surface-applied hardware.
- G. Door Bottoms: Apply to bottom of door, forming seal with threshold when door is closed.

**3.05 ADJUSTING**

- A. Initial Adjustment: Adjust and check each operating item of door hardware and each door to ensure proper operation or function of every unit. Replace units that cannot be adjusted to operate as intended. Adjust door control devices to compensate for final operation of heating and ventilating equipment and to comply with referenced accessibility requirements.
  - 1. Door Closers: Adjust sweep period to comply with accessibility requirements.

**3.06 CLEANING AND PROTECTION**

- A. Clean adjacent surfaces soiled by door hardware installation.
- B. Clean operating items as necessary to restore proper function and finish.
- C. Provide final protection and maintain conditions that ensure that door hardware is without damage or deterioration at time of Substantial Completion.

**3.07 DOOR HARDWARE SCHEDULE**

**Door Hardware Schedule Set No. 1**

Locations: Exterior Egress Doors

<u>QTY.</u>	<u>ITEM</u>	<u>FINISH (BHMA Code)</u>
3	Antifriction-Bearing Hinge	630
1	Fire Exit Device with Lever Trim	630
1	Surface Closer	718
1	Overhead Stop and Holder	630

**Door Hardware Schedule Set No. 2**

Locations: Exterior Doors

<u>QTY.</u>	<u>ITEM</u>	<u>FINISH</u>
3	Antifriction-Bearing Hinge	630
1	Mortise Lockset	630
1	Surface Closer	718
1	Overhead Stop and Holder	630

**END OF SECTION 08 71 00**



**SECTION 08 80 00  
GLAZING**

**PART 1 - GENERAL**

**1.01 RELATED DOCUMENTS**

- A. The following documents apply to all required work for the Project: (1) the Contract Drawings, (2) the Specifications, (3) the General Conditions, (4) the Addendum and (5) the Contract [City of New York Standard Construction Contract].

**1.02 SUMMARY**

- A. Section includes:
  - 1. Glass for windows.
  - 2. Glass for transoms.

**1.03 SUBMITTALS**

- A. Refer to DDC General Conditions Section 01 33 00 "Submittal Procedures".
- B. Product Data: For each type of product.

**1.04 QUALITY ASSURANCE**

- A. Refer to DDC General Conditions Section 01 40 00 "Quality Requirements".
- B. Mockups: Build mockups to demonstrate aesthetic effects and to set quality standards for materials and execution.
  - 1. Subject to compliance with requirements, approved mockups may become part of the completed Work if undisturbed at time of Substantial Completion.

**1.05 DELIVERY, STORAGE, AND HANDLING**

- A. Protect glazing materials according to manufacturer's written instructions. Prevent damage to glass and glazing materials from condensation, temperature changes, direct exposure to sun, or other causes.



## **1.06 FIELD CONDITIONS**

- A. Environmental Limitations: Do not proceed with glazing when ambient and substrate temperature conditions are outside limits permitted by glazing material manufacturers and when glazing channel substrates are wet from rain, frost, condensation, or other causes.

## **PART 2 - PRODUCTS**

### **2.01 MANUFACTURERS**

- A. Source Limitations for Glass: Obtain from single source from single manufacturer for each glass type.

### **2.02 PERFORMANCE REQUIREMENTS**

- A. General: Installed glazing systems shall withstand normal thermal movement and wind and impact loads (where applicable) without failure, including loss or glass breakage attributable to the following: defective manufacture, fabrication, or installation; failure of sealants or gaskets to remain watertight and airtight; deterioration of glazing materials; or other defects in construction.

### **2.03 GLASS PRODUCTS**

- A. Clear Annealed Float Glass: ASTM C 1036, Type I, Class 1 (clear), Quality-Q3.
  - 1. Thickness to match existing.

### **2.04 FABRICATION OF GLAZING UNITS**

- A. Fabricate glazing units in sizes required to fit openings indicated for Project, with edge and face clearances, edge and surface conditions, and bite complying with written instructions of product manufacturer and referenced glazing publications, to comply with system performance requirements.
  - 1. Allow for thermal movements from ambient and surface temperature changes acting on glass framing members and glazing components.
    - a. Temperature Change: 120 deg F, ambient; 180 deg F, material .

## **PART 3 - EXECUTION**

### **3.01 EXECUTION REQUIREMENTS**

- A. Refer to DDC General Conditions for execution requirements.



### **3.02 EXAMINATION**

- A. Examine framing, glazing channels, and stops, with Installer present, for compliance with the following:
  - 1. Manufacturing and installation tolerances, including those for size, squareness, and offsets at corners.
  - 2. Presence and functioning of weep systems.
  - 3. Minimum required face and edge clearances.
  - 4. Effective sealing between joints of glass-framing members.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

### **3.03 PREPARATION**

- A. Clean glazing channels and other framing members receiving glass immediately before glazing. Remove coatings not firmly bonded to substrates.
- B. Examine glazing units to locate exterior and interior surfaces. Label or mark units as needed so that exterior and interior surfaces are readily identifiable. Do not use materials that leave visible marks in the completed Work.

### **3.04 GLAZING, GENERAL**

- A. Comply with combined written instructions of manufacturers of glass, sealants, gaskets, and other glazing materials, unless more stringent requirements are indicated, including those in referenced glazing publications.
- B. Protect glass edges from damage during handling and installation. Remove damaged glass from Project site and legally dispose of off Project site. Damaged glass includes glass with edge damage or other imperfections that, when installed, could weaken glass, impair performance, or impair appearance.
- C. Apply primers to joint surfaces where required for adhesion of sealants, as determined by preconstruction testing.
- D. Install setting blocks in sill rabbets, sized and located to comply with referenced glazing publications, unless otherwise required by glass manufacturer. Set blocks in thin course of compatible sealant suitable for heel bead.
- E. Do not exceed edge pressures stipulated by glass manufacturers for installing glass lites.
- F. Provide spacers for glass lites where length plus width is larger than 50 inches.
  - 1. Locate spacers directly opposite each other on both inside and outside faces of glass. Install correct size and spacing to preserve required face clearances, unless gaskets and glazing tapes are used that have demonstrated ability to maintain required face clearances and to comply with system performance requirements.
  - 2. Provide 1/8-inch minimum bite of spacers on glass and use thickness equal to sealant width. With glazing tape, use thickness slightly less than final compressed thickness of tape.



- G. Provide edge blocking where indicated or needed to prevent glass lites from moving sideways in glazing channel, as recommended in writing by glass manufacturer and according to requirements in referenced glazing publications.
- H. Set glass lites with proper orientation so that coatings face exterior or interior as specified.

### **3.05 SEALANT GLAZING (WET)**

- A. Install continuous spacers, or spacers combined with cylindrical sealant backing, between glass lites and glazing stops to maintain glass face clearances and to prevent sealant from extruding into glass channel and blocking weep systems until sealants cure. Secure spacers or spacers and backings in place and in position to control depth of installed sealant relative to edge clearance for optimum sealant performance.
- B. Force sealants into glazing channels to eliminate voids and to ensure complete wetting or bond of sealant to glass and channel surfaces.
- C. Tool exposed surfaces of sealants to provide a substantial wash away from glass.

### **3.06 CLEANING AND PROTECTION**

- A. Immediately after installation remove nonpermanent labels and clean surfaces.
- B. Protect glass from contact with contaminating substances resulting from construction operations. Examine glass surfaces adjacent to or below exterior concrete and other masonry surfaces at frequent intervals during construction, but not less than once a month, for buildup of dirt, scum, alkaline deposits, or stains.
  - 1. If, despite such protection, contaminating substances do come into contact with glass, remove substances immediately as recommended in writing by glass manufacturer. Remove and replace glass that cannot be cleaned without damage to coatings.
- C. Remove and replace glass that is damaged during construction period.

**END OF SECTION 08 80 00**





**SECTION 08 91 19  
FIXED LOUVERS**

**PART 1 - GENERAL**

**1.01 GENERAL REQUIREMENTS**

- A. The following documents apply to all required work for the Project: (1) the Contract Drawings, (2) the Specifications, (3) the General Conditions, (4) the Addendum and (5) the Contract [City of New York Standard Construction Contract].

**1.02 SUMMARY**

- A. Section includes:
  - 1. Fixed extruded-aluminum louvers.

**1.03 QUALITY ASSURANCE**

- A. Refer to DDC General Conditions Section 01 40 00 "Quality Requirements".
- B. Comply with SMACNA "Architectural Sheet Metal Manual" recommendations for fabrication, construction details, and installation procedures.
- C. Verify size, location and placement of louver units prior to fabrication, wherever possible. Coordinate field measurements and shop drawings with fabrication and shop assembly to minimize field adjustments, splicing, mechanical joints and field assembly of units. Preassemble units in as large sections as practicable.

**1.04 SUBMITTALS**

- A. Refer to DDC General Conditions Section 01 33 00 "Submittal Procedures".
- B. Manufacturer's Data: submit manufacturer's technical data, anchor details, and installation instructions including finishing products.
- C. Shop Drawings: Submit shop drawings for the fabrication and erection of louver assemblies which are not completely shown by manufacturer's data sheet. Include details of sections and connections. Show anchorage and accessory items.



## **1.05 PRODUCT HANDLING**

- A. Protection: Use all means necessary to protect the materials of this Section before, during and after installation and to protect the installed work and materials of all other trades.
- B. Replacements: In the event of damage, immediately make all repairs and replacements necessary to the approval of the Commissioner and at no additional cost to the City of New York.

## **PART 2 - PRODUCTS**

### **2.01 FIXED EXTRUDED ALUMINUM LOUVERS**

- A. Horizontal, Wind-Driven-Rain-Resistant Louver
  - 1. Aluminum: 6063-T52 alloy.
  - 2. Louver depth: 4 inches.
  - 3. Frame and Blade Nominal Thickness: 0.125 inch for blades and 0.080 for frames. Heads, sills and jambs to be one-piece structural members with integral caulking slot and retaining beads.
  - 4. Free Area: Not less than 40%
  - 5. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
    - a. Construction Specialties
    - b. S&J Sheet Metal
    - c. B&B Sheet Metal
    - d. Litsco – Long Island Supply Co.
    - e. Or approved equal
- B. Aluminum to have "Kynar 500" finish.
- C. Louvers shall be furnished with 1/2" mesh, .063 dia. wire intercrimp bird screen secured in removable extruded aluminum frames.

## **PART 3 - EXECUTION**

### **3.01 EXECUTION REQUIREMENTS**

- A. Refer to DDC General Conditions for execution requirements.



**3.02 SURFACE CONDITIONS:**

- A. Inspection:
  - 1. Prior to all work of this Section, carefully inspect the installed work of all other trades and verify that all such work is complete to the point where this installation may properly commence.
  - 2. Verify that all louvers may be installed in accordance with all pertinent codes and regulations, the original design, and the referenced standards.

**3.03 PREPARATION:**

- A. Coordinate setting drawings, diagrams, templates, instructions and directions for the installation of anchorages which are to be embedded in masonry construction. Coordinate the delivery of such items to the project site.

**3.04 INSTALLATION:**

- A. Locate and place louver units plumb, level and in proper alignment with adjacent work,
- B. Use concealed anchorages wherever possible. Provide brass or lead washers fitted to screws where required to protect metal surfaces and to make a weather tight connection.
- C. Form tight joints with exposed connections accurately fitted together. Provide reveals and openings for sealants and joint fillers, as indicated.
- D. Repair finishes damaged by cutting, welding, soldering and grinding operations required for fitting and jointing. Restore finishes and prime coats of paint so that there is no evidence of corrective work. Return items which cannot be refinished in the field to the shop, make the required alterations, and refinish the entire unit, or provide new units, at Contractor's option,
- E. Protect aluminum surfaces from galvanic action by application of a heavy coating of bituminous paint on surfaces which will be in contact with concrete, masonry or dissimilar metals.
- F. Provide concealed gaskets, flashings, joint fillers, and insulations, and install as the work progresses to make the installations weather tight.

**END OF SECTION 08 91 19**



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**SECTION 09 23 00  
GYPSUM PLASTERING**

**PART 1 - GENERAL**

**1.01 RELATED DOCUMENTS**

- A. The following documents apply to all required work for the Project: (1) the Contract Drawings, (2) the Specifications, (3) the General Conditions, (4) the Addendum and (5) the Contract [City of New York Standard Construction Contract].

**1.02 SUMMARY**

- A. Types of work include:
  - 1. Interior gypsum plastering on metal lath.
- B. Refer to Section 09 91 10 Painting for related painting work.

**1.03 SUBMITTALS**

- A. Refer to DDC General Conditions Section 01 33 00 "Submittal Procedures."
- B. Product Data: Submit manufacturer's product data for gypsum materials, lath, metal support components, and accessories.
- C. Shop drawings: Show locations and installation of control and expansion joints including plans, elevations, sections, details of components and attachments to work of other trades.
- D. Samples for verifications: For each type of finish coat indicated; 12" x 12" and prepared on rigid backing.

**1.04 QUALITY ASSURANCE**

- A. Refer to DDC General Conditions Section 01 40 00 "Quality Requirements."
  - 1. Historic Treatment Specialist Qualifications: A gypsum plastering specialist meeting the requirements of DDC General Conditions Section 014000 1.7/C/6.
- B. Fire test response characteristics: For gypsum plaster assemblies with fire resistance ratings, provide materials and construction identical to those tested in assembly indicated according to ASTM E 119 by an independent testing and inspecting agency acceptable to the Commissioner.



- C. Field Constructed Mock-Up: Prior to installation of plaster work, fabricate mock-up panels for each type of finish and application required using materials, including lath and support system, indicated for final work. Build panels 2' x 2' x full thickness in location indicated, or if not otherwise indicated, as directed by the Commissioner. Demonstrate the proposed range of color, texture and workmanship to be expected in completed work. Obtain the Commissioner's acceptance of panel's visual quality before start of work. Retain panel during construction as a standard for judging completed work.
- D. Pre-Installation Meeting: At a pre-installation meeting contractor shall identify any existing irregularities in the substrate to be corrected prior to commencement of plaster base and accessory installation. Contractor is to notify the Commissioner of any existing conditions impeding commencement of work. Correction of substrate irregularities is to be as per the Commissioner's approval. No work shall commence without written approval of the Commissioner. If additional irregularities or unsound substrate conditions are discovered at any time during the course of work, the Commissioner shall be notified for direction to modify substrate as required. No new substrate material shall be installed without similar written approval of the Commissioner.

#### **1.05 DELIVERY, STORAGE, AND HANDLING**

- A. Deliver materials in original packages, containers or bundles bearing brand name and identification of manufacturer.
- B. Store materials inside, under cover and in manner to keep them dry, protected from weather, direct sunlight, surface contamination, aging, corrosion, and damage from construction traffic and other causes. Neatly stack metal lath flat to prevent deformation.
- C. Handle metal lath to prevent damage to edges, ends or surfaces. Protect metal corner beads and trim from being bent or damaged.

#### **1.06 PROJECT CONDITIONS**

- A. Comply with ASTM C 842 requirements.
- B. Interior Plasterwork: Maintain room temperatures at greater than 40° F for at least 48 hours before plaster application and continuously during and after application.
  - 1. Avoid conditions that result in plaster drying out during curing period. Distribute heat evenly, prevent concentrated or uneven heat on plaster.
  - 2. Ventilate building spaces as required to remove water in excess of that required for hydrating plaster in a manner that prevents drafts of air from contacting surfaces during plaster application and until plaster is dry.
- C. Protect contiguous work from soiling, spattering, moisture deterioration and other harmful effects which might result from plastering.



## **PART 2 - PRODUCTS**

### **2.01 LATH AND FURRING**

- A. Expanded Metal Lath Products: Subject to compliance with requirements, provide one of the following:
1. AMICO; Diamond Mesh, Stainless Steel; SS304 Lath.
  2. ClarkDietrich; Stainless Steel Diamond Mesh Lath; SS-304.
  3. CEMCO; Diamond Metal Lath (Expanded) Without Paper.
  4. Or approved equal.
- B. Lath Attachment Devices: Devices of material and type required by referenced standards and recommended by lath manufacturer for secure attachment of lath to substrates and of lath to lath. Provide self-tapping Type 304 Stainless Steel Screws as approved by the Commissioner.

### **2.02 PLASTER ACCESSORIES FOR GYPSUM PLASTER**

- A. Corner Bead: Small nose corner, with 3 inch expanded mesh wings, and added stiffener strip located near the outside edge of the flanges and the 3 1/4 inch flange width.
1. Products: Subject to compliance with requirements, provide one of the following:
    - a. AMICO; Material: Solid Zinc alloy; X-2 Corner Bead.
    - b. ClarkDietrich ; #1A Zinc Expanded Corner Bead.
    - c. CEMCO; No.2-A Expanded Corner Bead; material: galvanized steel.
    - d. Or approved equal.
- B. Casing Bead: Square-edged style, with expanded flange to suit kinds of plaster bases indicated.
1. Products: Subject to compliance with requirements, provide one of the following:
    - a. AMICO; Material: Solid Zinc alloy; X-66 Casing Bead: configuration with perforated flanges.
    - b. ClarkDietrich; Casing Bead.
    - c. CEMCO; No. 66 Expanded Flange Casing Bead; material: galvanized steel.
    - d. Or approved equal.
- C. Control Joint:
1. Products: Subject to compliance with requirements, provide one of the following:
    - a. AMICO; Griplock J Control Joint, solid zinc alloy.



- b. ClarkDietrich; #XJ15 Double-J Control Joint, galvanized steel or zinc alloy.
- c. CEMCO; Double “V” Control Joint (#15), galvanized steel.
- d. Or approved equal.

### **2.03 INTERIOR PLASTER MATERIALS**

- A. Products: Subject to compliance with requirements, provide one of the following:
  - 1. USG; Red Top Brand Gypsum Plaster.
  - 2. Gold Bond; Gold Bond Gypsolite Plaster (basecoat) and Gold Bond Kal-Kote (finish coat).
  - 3. CertainTeed; CertainTeed Plaster of Paris.
  - 4. Or approved equal.

### **2.04 MISCELLANEOUS MATERIALS**

- A. Water for Mixing and Finishing Plaster: Drinkable, free of substances capable of affecting plaster set or of damaging plaster, lath or accessories.

### **2.05 GYPSUM PLASTER MIXES AND COMPOSITIONS**

- A. General: Comply with ASTM C 842 and manufacturer’s directions for gypsum plaster base and finish coat mixes as applicable to plaster bases, materials and other requirements indicated. Match existing finish texture.
  - 1. Three-coat Work Over Metal Lath:
    - a. Scratch Coat: 1 part Gypsum neat plaster with 2 parts sand.
    - b. Brown Coat: 1 part Gypsum neat plaster with 3 parts sand.
    - c. Finish Coat: as in B below.
- B. Gypsum Troweled Finish Coat: Comply with ASTM C842 and manufacturer's directions and proportion materials in parts by dry weight for finish coat as follows:
  - 1. Gypsum Gauging Plaster: 1 part plaster to 2 parts lime.
    - a. Over lightweight aggregate base coats, if any, add 1/2 cu. ft. of perlite finish or 50 lbs. of No. 1 white silica sand per 100 lbs. of plaster.
    - b. Where float finish is required to match existing condition, add 8 parts of sand.





- c. Mechanically mix aggregate materials for plaster to comply with referenced application standard and with recommendations of plaster manufacturer. Do not mix more than can be used in approximately 30 minutes.

## **PART 3 - EXECUTION**

### **3.01 EXECUTION REQUIREMENTS**

- A. Refer to DDC General Conditions for execution requirements.

### **3.02 INSTALLATION OF LATHING, GENERAL**

- A. Gypsum Plaster Lathing: Installation Standard: Install lathing and furring materials indicated for gypsum plaster to comply with ANSI A42.3.
  - 1. Install supplementary framing, blocking, and bracing at terminations in the work and for support of fixtures, equipment services, heavy trim, and similar work to comply with details indicated or if not otherwise indicated, to comply with accepted industry standards.
  - 2. Isolation: Where lathing edge abuts building structure horizontally, isolate the work from structural movement sufficiently to prevent transfer of loading into the work from the building structure. Install slip or cushion type joints to absorb deflections but maintain lateral support.
  - 3. Frame both sides of control and expansion joints independently, and do not bridge joints with lathing or accessories.
  - 4. Install expanded metal lath using fasteners as recommended by lath manufacturer at a depth and frequency as recommended by the lath manufacturer for the specific substrate to receive lath and exterior plaster application.

### **3.03 METAL LATHING**

- A. Install expanded metal lath for the following applications where plaster base coats are required. Provide appropriate type, configuration and weight of metal lath selected from materials indicated which comply with referenced lathing installation standards.

### **3.04 INSTALLATION OF PLASTERING ACCESSORIES**

- A. General: Comply with referenced lathing installation standards for provision and location of plaster accessories of type indicated. Miter or cope accessories at corners; install with tight joints and in alignment. Attach accessories securely to plaster bases to hold accessories in place and alignment during plastering.
- B. Accessories for Gypsum Plaster:



1. Corner Bead: Install at external corners.
2. Casing Beads: Install at terminations of plasterwork unless otherwise indicated.

### **3.05 PLASTER APPLICATION, GENERAL**

- A. Material Preparation: Mix as per 2.05 above.
- B. Sequence plaster application with the installation and protection of work of other trades, so that neither will be damaged by the installation of the other.

### **3.06 GYPSUM PLASTER APPLICATION**

- A. Gypsum Plaster Application Standard: Apply gypsum plaster materials, compositions, and mixes to comply with ASTM C 842.
- B. Number of Coats: Apply gypsum plaster, of composition indicated, to comply with the following requirements:
  1. Use three-coat work over metal lath.
- C. Apply thickness of coats as per manufacturer's requirements. Score and presoak lift substrate per manufacturer's requirements
- D. Finish Coat: Finish plaster surfaces per manufacturer's requirements and to match approved sample panels.
- E. Moist cure gypsum plaster base and finish coats to comply manufacturer's requirements misting the surfaces several times per day on the three days following installation.
- F. At the joint between the new and existing plaster, cut or cleanly re-establish a 1/4" joint between existing and new. Point the joint with approved mortar and finish flush with adjacent surfaces. Tool to match per approved sample.

### **3.07 CUTTING AND PATCHING**

- A. Cut, patch, point-up and repair plaster as necessary to accommodate work of other trades and to restore cracks, dents and imperfections. Repair or replace work to eliminate blisters, buckles, excessive crazing and check cracking, dry-outs, efflorescence, sweat-outs and similar defects, and where bond to the substrate has failed.



**3.08 CLEANING AND PROTECTION**

- A. Remove temporary protection and enclosure of other trades. Promptly remove plaster from door frames, windows, and other surfaces, which are not to be plastered. Repair floors, walls and other surfaces, which have been stained, marred or otherwise damaged during the plastering work. When plastering work is completed, remove unused materials, containers and equipment and clean floors of plaster debris.
- B. Provide final protection and maintain conditions, in a manner suitable to Installer, which ensures plasterwork being without damage or deterioration at time of substantial completion.

**END OF SECTION 09 23 00**



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**SECTION 09 24 00  
CEMENT PLASTERING**

**PART 1 - GENERAL**

**1.01 RELATED DOCUMENTS:**

- A. The following documents apply to all required work for the Project: (1) the Contract Drawings, (2) the Specifications, (3) the General Conditions, (4) the Addendum and (5) the Contract [City of New York Standard Construction Contract].

**1.02 SUMMARY**

- A. Types of work include:
  - 1. Exterior vertical portland cement plastering (stucco).
- B. Refer to Section 07 62 00 Flashing and Sheet Metal for related flashing work.
- C. Refer to Section 09 91 10 Painting for related painting work.

**1.03 SUBMITTALS**

- A. Refer to DDC General Conditions Section 01 33 00 "Submittal Procedures."
- B. Product Data: Submit manufacturer's product data for Portland cement materials, lath, metal support components, and accessories.
- C. Shop drawings: Show locations and installation of control and expansion joints including plans, elevations, sections, details of components and attachments to work of other trades.
- D. Samples for verifications: For each type of finish coat indicated; 12" x 12" and prepared on rigid backing.

**1.04 QUALITY ASSURANCE**

- A. Refer to DDC General Conditions Section 01 40 00 "Quality Requirements."
- B. Fire test response characteristics: For Portland cement plaster assemblies with fire resistance ratings, provide materials and construction identical to those tested in assembly indicated according to ASTM E 119 by an independent testing and inspecting agency acceptable to the Commissioner.



- C. Field Constructed Mock-Up: Prior to installation of plaster work, fabricate mock-up panels for each type of finish and application required using materials, including lath and support system, indicated for final work. Build panels 2' x 2' x full thickness in location indicated, or if not otherwise indicated, as directed by the Commissioner. Demonstrate the proposed range of color, texture and workmanship to be expected in completed work. Obtain the Commissioner's acceptance of panel's visual quality before start of work. Retain panel during construction as a standard for judging completed work.
- D. Pre-Installation Meeting: At a pre-installation meeting contractor shall identify any existing irregularities in the substrate to be corrected prior to commencement of plaster base and accessory installation. Contractor is to notify the Commissioner of any existing conditions impeding commencement of work. Correction of substrate irregularities is to be as per the Commissioner's approval. No work shall commence without written approval of the Commissioner. If additional irregularities or unsound substrate conditions are discovered at any time during the course of work, the Commissioner shall be notified for direction to modify substrate as required. No new substrate material shall be installed without similar written approval of the Commissioner.

#### **1.05 DELIVERY, STORAGE, AND HANDLING**

- A. Deliver materials in original packages, containers or bundles bearing brand name and identification of manufacturer.
- B. Store materials inside, under cover and in manner to keep them dry, protected from weather, direct sunlight, surface contamination, aging, corrosion, and damage from construction traffic and other causes. Neatly stack metal lath flat to prevent deformation.
- C. Handle metal lath to prevent damage to edges, ends or surfaces. Protect metal corner beads and trim from being bent or damaged.

#### **1.06 PROJECT CONDITIONS**

- A. Comply with ASTM C 926 requirements.
- B. Protect contiguous work from soiling, spattering, moisture deterioration and other harmful effects which might result from plastering.

### **PART 2 - PRODUCTS**

#### **2.01 LATH AND FURRING**

- A. Expanded Metal Lath Products: Subject to compliance with requirements, provide one of the following:
  - 1. AMICO; Diamond Mesh, Stainless Steel; SS304 Lath.
  - 2. ClarkDietrich; Stainless Steel Diamond Mesh Lath; SS-304.



3. CEMCO; Diamond Metal Lath (Expanded) Without Paper.
4. Or approved equal.

B. Lath Attachment Devices: Devices of material and type required by referenced standards and recommended by lath manufacturer for secure attachment of lath to substrates and of lath to lath. Provide self-tapping Type 304 Stainless Steel Screws as approved by the Commissioner.

## **2.02 PLASTER ACCESSORIES FOR PORTLAND CEMENT PLASTER**

A. Corner Bead: Small nose corner, with 3 inch expanded mesh wings, and added stiffener strip located near the outside edge of the flanges and the 3 1/4 inch flange width.

1. Products: Subject to compliance with requirements, provide one of the following:
  - a. AMICO; Material: Solid Zinc alloy; X-2 Corner Bead.
  - b. ClarkDietrich ; #1A Zinc Expanded Corner Bead.
  - c. CEMCO; No.2-A Expanded Corner Bead; material: galvanized steel.
  - d. Or approved equal.

B. Casing Bead: Square-edged style, with expanded flange to suit kinds of plaster bases indicated.

1. Products: Subject to compliance with requirements, provide one of the following:
  - a. AMICO; Material: Solid Zinc alloy; X-66 Casing Bead: configuration with perforated flanges.
  - b. ClarkDietrich; Casing Bead.
  - c. CEMCO; No. 66 Expanded Flange Casing Bead; material: galvanized steel.
  - d. Or approved equal.

C. Control Joint:

1. Products: Subject to compliance with requirements, provide one of the following:
  - a. AMICO; Griplock J Control Joint, solid zinc alloy.
  - b. ClarkDietrich; #XJ15 Double-J Control Joint, galvanized steel or zinc alloy.
  - c. CEMCO; Double "V" Control Joint (#15), galvanized steel.
  - d. Or approved equal.



### **2.03 PORTLAND CEMENT PLASTER MATERIALS**

- A. Provide products conforming to ASTM C926.
  - 1. Base Coat Cements: ASTM C926.
    - a. Portland Cement ASTM C150, Type I.
  - 2. Finish Coat Cements
    - a. Portland Cement, ASTM C150, Type I, white.
- B. Lime: ASTM C 206, Type S; or ASTM C 207, Type S.
- C. Acrylic-Based Finish Coatings: Factory-mixed acrylic-emulsion coating systems formulated with colorfast mineral pigments and fine aggregates; for use over cement plaster base coats. Include manufacturer's recommended primers and sealing topcoats for acrylic-based finishes.

### **2.04 MISCELLANEOUS MATERIALS**

- A. Water for Mixing and Finishing Plaster: Drinkable, free of substances capable of affecting plaster set or of damaging plaster, lath or accessories.
- B. Refer to Section 07 62 00 for Vapor Permeable Membrane.

### **2.05 PORTLAND CEMENT PLASTER MIXES AND COMPOSITIONS**

- A. General: Comply with ASTM C 926 and manufacturer's directions for Portland cement plaster base and finish coat mixes as applicable to plaster bases, materials and other requirements indicated.
- B. Base-Coat Mixes for Use over Metal Lath: Scratch and brown coats for three-coat plasterwork as follows:
  - 1. Portland Cement Mixes:
    - a. Scratch Coat: For cementitious material, mix 1 part portland cement and 3/4 to 1-1/2 parts lime. Use 2-1/2 to 4 parts aggregate per part of cementitious material.
    - b. Brown Coat: For cementitious material, mix 1 part portland cement and 3/4 to 1-1/2 parts lime. Use 3 to 5 parts aggregate per part of cementitious material, but not less than volume of aggregate used in scratch coat.





## **PART 3 - EXECUTION**

### **3.01 EXECUTION REQUIREMENTS**

- A. Refer to DDC General Conditions for execution requirements.

### **3.02 INSTALLATION OF LATHING, GENERAL**

- A. Refer to Section 07 62 00 for installation of concealed vapor permeable membrane.
- B. Portland Cement Plaster Lathing: Installation Standard: Install lathing and furring materials indicated for Portland cement plaster to comply with ANSI A42.3.
  - 1. Install supplementary framing, blocking, and bracing at terminations in the work and for support of fixtures, equipment services, heavy trim, and similar work to comply with details indicated or if not otherwise indicated, to comply with accepted industry standards.
  - 2. Isolation: Where lathing edge abuts building structure horizontally, isolate the work from structural movement sufficiently to prevent transfer of loading into the work from the building structure. Install slip or cushion type joints to absorb deflections but maintain lateral support.
  - 3. Frame both sides of control and expansion joints independently, and do not bridge joints with lathing or accessories.
  - 4. Install expanded metal lath using fasteners as recommended by lath manufacturer at a depth and frequency as recommended by the lath manufacturer for the specific substrate to receive lath and exterior plaster application.

### **3.03 METAL LATHING**

- A. Install expanded metal lath for the following applications where plaster base coats are required. Provide appropriate type, configuration and weight of metal lath selected from materials indicated which comply with referenced lathing installation standards.

### **3.04 INSTALLATION OF PLASTERING ACCESSORIES**

- A. General: Comply with referenced lathing installation standards for provision and location of plaster accessories of type indicated. Miter or cope accessories at corners; install with tight joints and in alignment. Attach accessories securely to plaster bases to hold accessories in place and alignment during plastering.
- B. Accessories for Portland Cement Plaster:
  - 1. Corner Bead: Install at external corners.
  - 2. Casing Beads: Install at terminations of plasterwork unless otherwise indicated.



- C. Control Joints: Locate as approved by Commissioner for visual effect and as follows:
1. As required to delineate plasterwork into areas (panels) of the following maximum sizes:
    - a. Vertical Surfaces: 144 sq. ft.
    - b. Horizontal and Other Nonvertical Surfaces: 100 sq. ft.
  2. At distances between control joints of not greater than 18 feet o.c.
  3. As required to delineate plasterwork into areas (panels) with length-to-width ratios of not greater than 2-1/2:1.
  4. Where control joints occur in surface of construction directly behind plaster.
  5. Where plasterwork areas change dimensions, to delineate rectangular-shaped areas (panels) and to relieve the stress that occurs at the corner formed by the dimension change.

### **3.05 PLASTER APPLICATION**

- A. General: Comply with ASTM C 926.
1. Do not deviate more than plus or minus 1/4 inch in 10 feet from a true plane in finished plaster surfaces when measured by a 10-foot straightedge placed on surface.
  2. Finish plaster flush with metal frames and other built-in metal items or accessories that act as a plaster ground unless otherwise indicated. Where casing bead does not terminate plaster at metal frame, cut base coat free from metal frame before plaster sets and groove finish coat at junctures with metal.
  3. Provide plaster surfaces that are ready to receive field-applied finishes.
- B. Walls; Base-Coat Mixes for Use over Metal Lath: For scratch and brown coats, for three-coat plasterwork with 3/4-inch total thickness, as follows:
1. Portland cement mixes.
- C. Plaster Finish Coats: Apply to provide finish to match existing.
- D. Acrylic-Based Finish Coatings: Apply coating system, including primers, finish coats, and sealing topcoats, according to manufacturer's written instructions.
- E. Sequence plaster application with the installation and protection of the work of other trades so that neither will be damaged by the installation of the other.

### **3.06 CUTTING AND PATCHING**

- A. Cut, patch, point-up and repair plaster as necessary to accommodate the work of other trades and to restore cracks, dents and imperfections. Repair or replace work to eliminate blisters, buckles, excessive



crazing and check cracking, dry-outs, efflorescence, sweat-outs and similar defects, and where bond to the substrate has failed.

### **3.07 CLEANING AND PROTECTION**

- A. Remove temporary protection and enclosure of the work of other trades. Promptly remove plaster from door frames, windows, and other surfaces, which are not to be plastered. Repair floors, walls and other surfaces, which have been stained, marred or otherwise damaged during the plastering work. When plastering work is completed, remove unused materials, containers and equipment and clean floors of plaster debris.
- B. Provide final protection and maintain conditions, in a manner suitable to Installer, which ensures plasterwork being without damage or deterioration at time of substantial completion.

**END OF SECTION 09 24 00**



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**SECTION 09 91 10  
PAINTING**

**PART 1 - GENERAL**

**1.01 RELATED DOCUMENTS**

- A. The following documents apply to all required work for the Project: (1) the Contract Drawings, (2) the Specifications, (3) the General Conditions, (4) the Addendum and (5) the Contract [City of New York Standard Construction Contract].

**1.02 SUMMARY**

- A. Section includes surface preparation and the application of paint systems on the following interior and exterior substrates:
1. Structural steel
  2. Wood
  3. Portland cement plaster (stucco)
  4. Gypsum plaster
- B. Related Requirements:
1. Section 055000 "Metal Fabrications" for shop priming metal fabrications.
  2. Section 064200 "Wood Paneling" for shop-applied transparent finishes to interior architectural woodwork.

**1.03 SUBMITTALS**

- A. Refer to DDC General Conditions Section 01 33 00 "Submittal Procedures".
- B. Product Data: Submit manufacturer's technical information including paint label analysis and application instructions for each material proposed for use.
- C. Samples: Submit samples for the Commissioner's review of color and texture. All paint colors will be as selected by the Commissioner, custom colors are included in scope.
- D. Sample Quantities for Interior Projects: Allow for two four foot square samples of paint per room. Provide sample installation of all primers and subsequent coats on all substrates to be coated, confirm compatibility,



adhesion, appearance and coverage per coating manufacturer's requirements and as approved by the Commissioner.

- E. Sample Quantities for Exterior Projects: Allow for six four foot square samples of paint at the exterior. Provide sample installation of all primers and subsequent coats on all substrates to be coated, confirm compatibility, adhesion, appearance and coverage per coating manufacturer's requirements and as approved by the Commissioner. Coordinate adhesion testing with Manufacturer's technical representative.
- F. Sample Quantities for Fabricated Items to be Field Painted: Allow for two one foot square samples of paint per item or two representative one foot long samples of the shape of the item to be fabricated. Provide sample installation of all primers and subsequent coats on all substrates to be coated, confirm compatibility, adhesion, appearance and coverage per coating manufacturer's requirements and as approved by the Commissioner.
- G. Do not proceed with finishing of fabricated items until all samples have been reviewed and approved in writing.

#### **1.04 QUALITY ASSURANCE**

- A. Refer to DDC General Conditions Section 01 40 00 "Quality Requirements".
  - 1. Historic Treatment Specialist Qualifications: A painting specialist meeting the requirements of DDC General Conditions Section 014000 1.7/C/6.
- B. Single Source Responsibility: Provide primers and other undercoat paint produced by same manufacturer as finish coats. Use only thinners approved by paint manufacturer and use only within recommended limits.
- C. Coordination of Work: Review other sections of these specifications in which prime paints are to be provided to ensure compatibility of total coatings system for various substrates. Upon request from other trades, furnish information or characteristics of finish materials provided for use, to ensure compatible prime coats are used.

#### **1.05 DELIVERY, STORAGE, AND HANDLING**

- A. Deliver materials to job site in original, new and unopened packages and containers bearing manufacturer's name and label.
- B. Store materials not in actual use in tightly covered containers. Maintain containers used in storage of paint in a clean condition, free of foreign materials and residue.
- C. Protect from freezing where necessary. Keep storage area neat and orderly. Remove oily or solvent laden rags and waste daily. Take all precautions to ensure that workmen and work areas are adequately protected from fire hazards and health hazards resulting from handling, mixing and application of paints.



### **1.06 JOB CONDITIONS:**

- A. Apply solvent-thinned paints only when temperature of surfaces to be painted and surrounding air temperatures are between 45°F and 95°F including subsequent overnight hours, unless otherwise permitted by paint manufacturer's printed instructions.
- B. Apply water based paints only when the substrate surface and ambient air temperature is between 50 degrees and 90 degrees Fahrenheit.
- C. Do not apply paint in snow, rain, fog or mist, or when relative humidity exceeds 85%, or to damp or wet surfaces, unless otherwise permitted by paint manufacturer's printed instructions.

## **PART 2 - PRODUCTS**

### **2.01 MANUFACTURERS:**

- A. All colors shall be selected by the Commissioner from the Manufacturer's standard colors.
- B. Products: Subject to compliance with requirements, provide one of the following:
  - 1. For coating of all structural steel and non-galvanized mild steel:
    - a. Prime Coat:
      - 1) Tnemec; Typoxy Series 27WB, (Inorganic Hybrid Water-Based Epoxy)
      - 2) Rust-Oleum; Direct-to-Metal Paint.
      - 3) Behr; Direct-to-Metal Paint.
      - 4) Or Approved Equal.
    - b. Topcoat:
      - 1) Endura Shield II 1075 (Aliphatic Acrylic Polyurethane)
      - 2) Rust-Oleum; Direct-to-Metal Paint.
      - 3) Behr; Direct-to-Metal Paint.
      - 4) Or Approved Equal.
  - 2. For interior gypsum drywall and plaster:
    - a. Prime Coat:
      - 1) Benjamin Moore; Fresh Start Premium Primer (One coat).
      - 2) Sherwin Williams; Multi Purpose Latex Primer (One coat).
      - 3) Behr; Kitchen, Bath and Trim Primer (One coat).
      - 4) Or approved equal.
    - b. Top Coat:
      - 1) Benjamin Moore; Ultra Spec (Two coats).
      - 2) Sherwin Williams; Duration (Two coats).
      - 3) Behr; Ultra (Two coats).



- 4) Or Approved Equal.

**2.02 MATERIALS:**

- A. Material Quality: Provide best quality grade of various types of coatings as regularly manufactured by acceptable paint materials manufacturers. Materials not displaying manufacturer's identification as a standard, best-grade product will not be acceptable.
- B. Color Pigments: Pure, non-fading, applicable types to suit substrates and service indicated.

**PART 3 - EXECUTION**

**3.01 EXECUTION REQUIREMENTS:**

- A. Refer to DDC General Conditions for execution requirements.

**3.02 INSPECTION:**

- A. Applicator must examine areas and conditions under which painting work is to be applied and notify Contractor in writing of conditions detrimental to proper and timely completion of work. Do not proceed with work until unsatisfactory conditions have been corrected in a manner acceptable to Applicator.
- B. Starting of painting work will be construed as Applicator's acceptance of surfaces and conditions within any particular area.
- C. Do not paint over dirt, rust, scale, grease, moisture, scuffed surfaces, or conditions otherwise detrimental to formation of a durable paint film.

**3.03 SURFACE PREPARATION:**

- A. General: Perform preparation and cleaning procedures in accordance with paint manufacturer's instructions and as herein specified, for each particular substrate condition.
  - 1. Clean surfaces to be painted before applying paint or surface treatments. Remove oil and grease prior to mechanical cleaning. Program cleaning and painting so that contaminants from cleaning process will not fall onto wet, newly-painted surfaces.
  - 2. Determine alkalinity and moisture content of surfaces to be painted by performing appropriate pH indicator tests. If surfaces are found to be sufficiently alkaline to cause blistering and burning of finish paint, correct this condition before application of paint. Confirm the use of neutralizing agents with the Commissioner prior to neutralizing alkali conditions.





3. Porous Materials: Test all porous substrates with an accurate electronic moisture meter. Do not paint over surfaces where moisture content exceeds 8% or that permitted in manufacturer's printed directions.

**B. Metals:**

1. Existing Ferrous Metals: Clean ferrous surfaces, which are not galvanized or shop-coated, of oil, grease, dirt, loose mill scale and other foreign substances by solvent cleaning. After solvent cleaning proceed with mechanical cleaning in accordance with standards set forth in Surface Preparation Specification (SSPC-SP3) by The Society for Protective Coatings.
2. Re-examine cleaned condition of all welded work to assure the complete removal of all fluxes, slag and fume deposits. Do not proceed with coating until all such detrimental deposits have been completely removed.
3. Sequence primer application immediately after cleaning, subject to the Commissioner's inspection requirements to prevent rust back conditions. Reclean any area where rust back occurs after initial mechanical cleaning.
4. Clean all shop primed surfaces to be thoroughly free of dirt, grease and any other bond inhibiting contaminant. Clean any abraded, scratched or otherwise exposed portions of metal per SSPC-SP3 and reprime all such areas. Sand rough surfaces smooth prior to coating application.
5. Clean all galvanized metal surfaces to be painted with an approved galvanizing cleaner and thoroughly wash with water. Smooth galvanized surfaces shall be abraded with approved # 80-100 grit abrasive paper prior to cleaning and priming. Do not proceed with primer application until galvanized surfaces are thoroughly dry. Prepare all cut ends of galvanized members or other areas of exposed metal per SSPC-SP16 and prime with a compatible primer prior to priming the remainder of the galvanized surface. Refer to manufacturers' Technical Bulletin for all new galvanized surfaces.

**C. Interior Plaster Surfaces and Drywall.:**

1. Prepare plastered surfaces smooth of all unwanted projections and sand surface to match existing adjacent surfaces. Remove all sanding residues and dust by approved methods prior to priming.
2. Fill all voids, seams, scraper marks etc. with approved filler materials. Allow all such filled areas to thoroughly dry to a condition of less than 8% moisture content when tested with the moisture meter prior to painting.
3. Primers may be left exposed for a maximum of thirty days without recoating.

**3.04 MATERIALS PREPARATIONS:**

- A. Mix and prepare painting materials in accordance with manufacturer's directions. Maintain containers used in mixing and application of paint in a clean condition, free of foreign materials and residue. Stir materials before application to produce a mixture of uniform density, and stir as required during application. Do not stir surface film into material. Remove film and, if necessary, strain material before using.



**3.05 APPLICATION:**

- A. General: Apply paint in accordance with manufacturer's directions. Use applicators and techniques best suited for substrate and type of material being applied. Apply coatings with brush or roller as approved by the coatings manufacturer. Spray application is to be performed only on approval of the Commissioner based on approved sample panels.
- B. Apply additional coats when undercoats, stains or other conditions show through final coat of paint, until paint film is of uniform finish, color and appearance. Give special attention to ensure that surfaces, including edges, corners, crevices, welds, and exposed fasteners receive a dry film thickness equivalent to that of flat surfaces.
- C. Allow sufficient time between successive coatings to permit proper drying. Do not recoat until paint has dried to where it feels firm, does not deform or feel sticky under moderate thumb pressure, and application of another coat of paint does not cause lifting or loss of adhesion of the undercoat.
- D. Minimum Coating Thickness: Apply materials at not less than manufacturer's recommended spreading rate, to establish a total dry film thickness as recommended by coating manufacturer.
- E. Pigmented (Opaque) Finishes: Completely cover to provide an opaque, smooth surface of uniform finish, color, appearance and coverage. Cloudiness, spotting, holidays, laps, brush marks, runs, sags, ropiness, roller spatter or other surface imperfections will not be acceptable.
- F. Coats: Apply minimum two (2) coats at all locations. The Contractor may apply two coats of the base/primer paint in lieu of primer and top coat at all concealed steel locations.

**3.06 CLEAN-UP AND PROTECTION:**

- A. Clean-Up: During progress of work, remove from site discarded paint materials, rubbish, cans and trays at end of each work day.
- B. Upon completion of painting work, clean window glass and other paint-spattered surfaces. Remove spattered paint by proper methods of washing and scraping, using care not to scratch or otherwise damage finished surfaces.
- C. Protection: Protect work of other trades, whether to be painted or not, against damage by painting and finishing work. Correct any damage by cleaning, repairing or replacing, and repainting, as acceptable to the Commissioner.
- D. Provide "Wet Paint" signs as required to protect newly-painted finishes. Remove temporary protective wrappings provided by other trades for protection of their work, after completion of painting operations.
- E. At completion of work of other trades, touch-up and restore all damaged or defaced painted surfaces.

**END OF SECTION 09 91 10**

**SECTION 22 05 53**  
**IDENTIFICATION FOR PLUMBING PIPING AND EQUIPMENT**

**PART 1 - GENERAL**

**1.01 RELATED DOCUMENTS**

- A. The following documents apply to all required work for the Project: (1) the Contract Drawings, (2) the Specifications, (3) the General Conditions, (4) the Addendum and (5) the Contract [City of New York Standard Construction Contract].

**1.02 SUMMARY**

- A. Section Includes
1. Pipe markers.

**1.03 REFERENCE STANDARDS**

- A. ASME A13.1 - Scheme for the Identification of Piping Systems 2007.

**1.04 SUBMITTAL PROCEDURES**

- A. Refer to DDC General Conditions Section 01 33 00 "Submittal Procedures".

**1.05 SUBMITTALS**

- A. Product Data: Provide manufacturers catalog literature for each product required.
- B. Manufacturer's Installation Instructions: Indicate special procedures, and installation.

**1.06 QUALITY ASSURANCE**

- A. Refer to DDC General Conditions Section 01 40 00 "Quality Requirements."

**PART 2 - PRODUCTS**

**2.01 PLUMBING COMPONENT IDENTIFICATION GUIDELINE**

- A. Pipe Markers: 3/4 inch diameter and higher.

## **2.02 PIPE MARKERS**

- A. Comply with ASME A13.1.
- B. Flexible Tape Marker: Flexible, vinyl film tape with pressure sensitive adhesive backing and printed markings.
- C. Identification Scheme, ASME A13.1:
  - 1. Primary: External Pipe Diameter, Uninsulated or Insulated.
    - a. 2-1/2 to 6 inches: Use 12 inch field-length with 1-1/4 inch text height.
  - 2. Secondary: Color scheme per fluid service.
    - a. Stormwater: White text on green background.
  - 3. Tertiary: Other Details.
    - a. Directional flow arrow.

## **PART 3 - EXECUTION**

### **3.01 EXECUTION REQUIREMENTS**

- A. Refer to DDC General Conditions for execution requirements.

### **3.02 PREPARATION**

- A. Degrease and clean surfaces to receive identification products.

### **3.03 INSTALLATION**

- A. Install plastic tape pipe marker around pipe in accordance with manufacturer's instructions.

**END OF SECTION 22 05 53**

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## SECTION 22 07 19 PLUMBING PIPING INSULATION

### PART 1 - GENERAL

#### 1.01 RELATED DOCUMENTS

- A.□ The following documents apply to all required work for the Project: (1) the Contract Drawings, (2) the Specifications, (3) the General Conditions, (4) the Addendum and (5) the Contract [City of New York Standard Construction Contract].

#### 1.02 SUMMARY

- A.□ Section includes:

1.□ Glass fiber insulation.

- B.□ Related Sections:

1.□ Section 22 10 00 - Plumbing Piping: Placement of hangers and hanger inserts.

#### 1.03 REFERENCE STANDARDS

- A.□ ASTM C177 - Standard Test Method for Steady-State Heat Flux Measurements and Thermal Transmission Properties by Means of the Guarded-Hot-Plate Apparatus 2019, with Editorial Revision (2023).
- B.□ ASTM C195 - Standard Specification for Mineral Fiber Thermal Insulating Cement 2007 (Reapproved 2019).
- C.□ ASTM C449 - Standard Specification for Mineral Fiber Hydraulic-Setting Thermal Insulating and Finishing Cement 2007 (Reapproved 2019).
- D.□ ASTM E84 - Standard Test Method for Surface Burning Characteristics of Building Materials 2023.
- E.□ ASTM E96/E96M - Standard Test Methods for Gravimetric Determination of Water Vapor Transmission Rate of Materials 2022a, with Editorial Revision (2023).

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F.  UL 723 - Standard for Test for Surface Burning Characteristics of Building Materials Current Edition, Including All Revisions.

#### **1.04 SUBMITTAL PROCEDURES**

A.  Refer to DDC General Conditions Section 01 33 00 "Submittal Procedures".

#### **1.05 SUBMITTALS**

A.  Product Data: Provide product description, thermal characteristics, list of materials and thickness for each service, and locations.

B.  Manufacturer's Instructions: Indicate installation procedures that ensure acceptable workmanship and installation standards will be achieved.

#### **1.06 QUALITY ASSURANCE**

A.  Refer to DDC General Conditions Section 01400 "Quality Requirements".

B.  Manufacturer Qualifications: Company specializing in manufacturing the Products specified in this section with not less than three years of documented experience.

C.  Applicator Qualifications: Company specializing in performing the type of work specified in this section with minimum three years of experience.

#### **1.07 DELIVERY, STORAGE, AND HANDLING**

A.  Accept materials on site, labeled with manufacturer's identification, product density, and thickness.

#### **1.08 FIELD CONDITIONS**

A.  Maintain ambient conditions required by manufacturers of each product.

B.  Maintain temperature before, during, and after installation for minimum of 24 hours.

### **PART 2 - PRODUCTS**

#### **2.01 REGULATORY REQUIREMENTS**

A.  Surface Burning Characteristics: Flame spread index/Smoke developed index of 25/50, maximum, when tested in accordance with ASTM E84, UL 723, ASTM E84, or UL 723.

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## 2.02 GLASS FIBER INSULATION

### A. Manufacturers:

1. Basis-of-Design Product: Subject to compliance with requirements, provide Glass Fiber Pipe

Insulation: Owens Corning, model SSL II or comparable product by one of the following:

- a. Johns Manville Corporation
- b. Knauf Insulation
- c. Or approved equal.

### B. Insulation: ASTM C547 and ASTM C795; rigid molded, noncombustible.

1. K Value: ASTM C177, 0.23 at 75 degrees F.
2. Maximum Service Temperature: 850 degrees F.
3. Maximum Moisture Absorption: 0.2 percent by volume.

### C. Vapor Barrier Jacket: White Kraft paper with glass fiber yarn, bonded to aluminized film; moisture vapor transmission when tested in accordance with ASTM E96/E96M of 0.01 perm-inches.

### D. Vapor Barrier Lap Adhesive: Compatible with insulation.

### E. Insulating Cement/Mastic: ASTM C195; hydraulic setting on mineral wool.

### F. Fibrous Glass Fabric:

1. Cloth: Untreated; 9 oz/sq yd weight.
2. Blanket: 1.0 lb/cu ft density.
3. Weave: 5 by 5.

### G. Indoor Vapor Barrier Finish:

1. Vinyl emulsion type acrylic, compatible with insulation, white color.

### H. Outdoor Vapor Barrier Mastic: Vinyl emulsion type acrylic or mastic, compatible with insulation, black color.

### I. Outdoor Breather Mastic: Vinyl emulsion type acrylic or mastic, compatible with insulation, black color.

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J. Insulating Cement: ASTM C449.

## **PART 3 - EXECUTION**

### **3.01 EXECUTION REQUIREMENTS**

A. Refer to DDC General Conditions for execution requirements.

### **3.02 EXAMINATION**

A. Verify that piping has been tested before applying insulation materials.

B. Verify that surfaces are clean and dry, with foreign material removed.

### **3.03 INSTALLATION**

A. Install in accordance with manufacturer's instructions.

B. Install in accordance with North American Insulation Manufacturers Association (NAIMA) National Insulation Standards.

C. Exposed Piping: Locate insulation and cover seams in least visible locations.

D. Inserts and Shields:

1. Application: Piping 1-1/2 inches diameter or larger.

2. Shields: Galvanized steel between pipe hangers or pipe hanger rolls and inserts.

3. Insert Location: Between support shield and piping and under the finish jacket.

4. Insert Configuration: Minimum 6 inches long, of same thickness and contour as adjoining insulation; may be factory fabricated.

5. Insert material: Heavy density insulating material suitable for the planned temperature range. Calcium Silicate inserts not permitted for piping below ambient temperature.

E. Continue insulation through walls, sleeves, pipe hangers, and other pipe penetrations. Finish at supports, protrusions, and interruptions.

F. Pipe Exposed in Mechanical Equipment Rooms or Finished Spaces (less than 10 feet above finished floor): Finish with canvas jacket sized for finish painting.



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### 3.04 SCHEDULES

#### A. Plumbing Systems:

1. Roof Drain Bodies: 1/2" thick glass fiber
2. Roof Drainage Above Grade: 1/2" thick glass fiber

**END OF SECTION 22 07 19**



**SECTION 22 10 00**  
**PLUMBING PIPING**

**PART 1 - GENERAL**

**1.01 RELATED DOCUMENTS**

- A. The following documents apply to all required work for the Project: (1) the Contract Drawings, (2) the Specifications, (3) the General Conditions, (4) the Addendum and (5) the Contract [City of New York Standard Construction Contract].

**1.02 SUMMARY**

- A. Section Includes
1. Pipe, pipe fittings, and connections for piping systems.
    - a. Storm drainage piping, above grade.
  2. Related Sections
    - a. Section 22 07 19 - Plumbing Piping Insulation.

**1.03 REFERENCE STANDARDS**

- A. ASTM A74 - Standard Specification for Cast Iron Soil Pipe and Fittings 2021.
- B. ASTM C564 - Standard Specification for Rubber Gaskets for Cast Iron Soil Pipe and Fittings 2020a.
- C. CISPI 301 - Standard Specification for Hubless Cast Iron Soil Pipe and Fittings for Sanitary and Storm Drain, Waste, and Vent Piping Applications 2021.
- D. CISPI 310 - Specification for Coupling for Use in Connection with Hubless Cast Iron Soil Pipe and Fittings for Sanitary and Storm Drain, Waste, and Vent Piping Applications 2020.
- E. MSS SP-58 - Pipe Hangers and Supports - Materials, Design, Manufacture, Selection, Application, and Installation 2018, with Amendment (2019).
- F. UL (DIR) - Online Certifications Directory Current Edition.

#### **1.04 SUBMITTAL PROCEDURES**

- A. Refer to DDC General Conditions 01 33 00 "Submittal Procedures".

#### **1.05 SUBMITTALS**

- A. Product Data: Provide data on pipe materials, pipe fittings, valves, and accessories. Provide manufacturers catalog information. Indicate valve data and ratings.
- B. Shop Drawings: Indicate fittings, particulars such as sizes, welds, and configuration prior to start of work for all systems.
- C. Submit 3/8" scaled piping shop drawings indicating pipe materials, routing, sizes, elevations, transitions, ceiling plan, structure, etc. Provide scaled elevations and sections for equipment rooms and as directed by the Commissioner.

#### **1.06 QUALITY ASSURANCE**

- A. Refer to DDC General Conditions Section 01400 "Quality Requirements".
- B. The storm drainage piping shall be tested by water or air by the licensed master plumber in accordance with Chapter 3, Section 312 of the 2022 New York City Plumbing Code.

#### **1.07 REGULATORY REQUIREMENTS**

- A. Perform Work in accordance with City of New York plumbing code.

#### **1.08 DELIVERY, STORAGE, AND HANDLING**

- A. Provide temporary end caps and closures on piping and fittings. Maintain in place until installation.
- B. Protect piping systems from entry of foreign materials by temporary covers, completing sections of the work, and isolating parts of completed system.

### **PART 2 - PRODUCTS**

#### **2.01 STORM DRAINAGE PIPING, ABOVE GRADE**

- A. Cast Iron Pipe: ASTM A74 service weight.
  - 1. Fittings: Cast iron.

- B. Cast Iron Pipe: CISPI 301, hubless, service weight.
  - 1. Fittings: Cast iron.
  - 2. Joints: Neoprene gaskets and stainless steel clamp-and-shield assemblies.

## **2.02 PIPE HANGERS AND SUPPORTS**

- A. Provide hangers and supports that comply with MSS SP-58.
  - 1. If type of hanger or support for a particular situation is not indicated, select appropriate type using MSS SP-58 recommendations.
  - 2. Overhead Supports: Individual steel rod hangers attached to structure or to trapeze hangers.
- B. Sanitary and Storm Piping:
  - 1. Conform to ASME B31.9.
  - 2. Hangers for Pipe Sizes 4 inches and Over: Carbon steel, adjustable, clevis.
  - 3. Wall Support for Pipe Sizes 4 inch and Over: Welded steel bracket and wrought steel clamp.
  - 4. Vertical Support: Steel riser clamp.
  - 5. Floor Support: Cast iron adjustable pipe saddle, lock nut, nipple, floor flange, and concrete pier or steel support.

## **PART 3 - EXECUTION**

### **3.01 EXECUTION REQUIREMENTS**

- A. Refer to DDC General Conditions for execution requirements.

### **3.02 EXAMINATION**

- A. Verify that excavations are to required grade, dry, and not over-excavated.

### **3.03 PREPARATION**

- A. Ream pipe and tube ends. Remove burrs.
- B. Remove scale and dirt, on inside and outside, before assembly.

### **3.04 INSTALLATION**

- A. Install in accordance with manufacturer's instructions.
- B. Route piping in orderly manner and maintain gradient. Route parallel and perpendicular to walls.
- C. Install piping to maintain headroom, conserve space, and not interfere with use of space.
- D. Group piping whenever practical at common elevations.
- E. Provide clearance in hangers and from structure and other equipment for installation of insulation and access to valves and fittings.
- F. Where pipe support members are welded to structural building framing, scrape, brush clean, and apply one coat of zinc-rich primer to welding.
- G. Prepare exposed, unfinished pipe, fittings, supports, and accessories for finish painting.
- H. Install bell and spigot pipe with bell end upstream.

### **3.05 SCHEDULES**

- A. Pipe Hanger Spacing:
  - 1. Metal Piping:
    - a. Pipe Size: 4 inch to 6 inch:
      - 1) Maximum Hanger Spacing: 10 ft.
      - 2) Hanger Rod Diameter: 5/8 inch.

**END OF SECTION 22 10 00**

**FSECTION 22 14 26.13**  
**ROOF DRAINS**

**PART 1 - GENERAL**

**1.01 RELATED DOCUMENTS**

- A. The following documents apply to all required work for the Project: (1) the Contract Drawings, (2) the Specifications, (3) the General Conditions, (4) the Addendum and (5) the Contract [City of New York Standard Construction Contract].

**1.02 SUMMARY**

- A. Section includes:
1. Drains.
- B. Related Sections:
1. Section 22 10 00 - Plumbing Piping.

**1.03 REFERENCE STANDARDS**

- A. ASME A112.6.4 - Roof, Deck, and Balcony Drains 2022.

**1.04 SUBMITTAL PROCEDURES**

- A. Refer to DDC General Conditions Section 01 33 00 "Submittal Procedures".

**1.05 SUBMITTALS**

- A. Product Data: Provide component sizes, rough-in requirements, service sizes, and finishes.
- B. Shop Drawings: Indicate dimensions, weights, and placement of openings and holes.

**1.06 QUALITY ASSURANCE**

- A. Refer to DDC General Conditions Section 01 40 00 "Quality Requirements".
- B. Manufacturer Qualifications: Company specializing in manufacturing the Products specified in this section with not less than three years documented experience.

## **1.07 DELIVERY, STORAGE, AND HANDLING**

- A. Accept specialties on site in original factory packaging. Inspect for damage.

## **PART 2 - PRODUCTS**

### **2.01 DRAINS**

- A. Roof Drain (RD-1):
  - 1. Assembly: ASME A112.6.4.
  - 2. Body: Enamel cast iron with sump.
  - 3. Strainer: Removable cast iron dome.
  - 4. Accessories: Coordinate with roofing type:
    - a. Membrane clamp.
    - b. Adjustable under deck clamp.
    - c. Roof sump receiver.
    - d. Static extension sleeve for roof insulation.
  - 5. Manufacturers:
    - a. Basis-of-Design Product: Subject to compliance with requirements, provide roof drain: Zurn Industries, model ZC100-6IC-C-E-R or comparable product by one of the following:
      - 1) Jay R. Smith Manufacturing Company
      - 2) MIFAB, Inc.
      - 3) Or approved equal.
- B. Roof Drain (RD-2):
  - 1. Assembly: ASME A112.6.4.
  - 2. Body: Enamel cast iron with sump.
  - 3. Strainer: Removable cast iron dome.
  - 4. Accessories: Coordinate with roofing type:
    - a. Membrane clamp.
    - b. Adjustable under deck clamp.



- c. Roof sump receiver.
- d. Static extension sleeve for roof insulation.
- 5. Manufacturers:
  - a. Basis-of-Design Product: Subject to compliance with requirements, provide roof drain: Zurn Industries, model ZC125-3IC-C-E-R or comparable product by one of the following:
    - 1) Jay R. Smith Manufacturing Company
    - 2) MIFAB, Inc.
    - 3) Or approved equal.
- C. Roof Drain (RD-3):
  - 1. Assembly: ASME A112.6.4.
  - 2. Body: Enamel cast iron with sump.
  - 3. Strainer: Removable cast iron dome.
  - 4. Accessories: Coordinate with roofing type:
    - a. Membrane clamp.
    - b. Adjustable under deck clamp.
    - c. Roof sump receiver.
    - d. Static extension sleeve for roof insulation.
  - 5. Manufacturers:
    - a. Basis-of-Design Product: Subject to compliance with requirements, provide roof drain: Zurn Industries, model ZC125-4IC-C-E-R or comparable product by one of the following:
      - 1) Jay R. Smith Manufacturing Company
      - 2) MIFAB, Inc.
      - 3) Or approved equal.
- D. Roof Drain (RD-4):
  - 1. Assembly: ASME A112.6.4.
  - 2. Body: Enamel cast iron with sump.
  - 3. Strainer: Removable cast iron dome.

4. Accessories: Coordinate with roofing type:
  - a. Membrane clamp.
  - b. Top-Set Roof Deck Plate
5. Manufacturers:
  - a. Basis-of-Design Product: Subject to compliance with requirements, provide roof drain:  
Zurn Industries, model ZC125-3IC-DP or comparable product by one of the following:
    - 1) Jay R. Smith Manufacturing Company
    - 2) MIFAB, Inc.
    - 3) Or approved equal.

### **PART 3 - EXECUTION**

#### **3.01 EXECUTION REQUIREMENTS**

- A. Refer to DDC General Conditions for execution requirements.

#### **3.02 INSTALLATION**

- A. Install in accordance with manufacturer's instructions.

**END OF SECTION 22 14 26.13**

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## **SECTION 23 31 00**

### **HVAC DUCTS AND CASINGS**

#### **PART 1 - GENERAL**

##### **1.01 RELATED DOCUMENTS**

The following documents apply to all required work for the Project: (1) the Contract Drawings, (2) the Specifications, (3) the General Conditions, (4) the Addendum and (5) Contract [City of New York Standard Construction Contract].

##### **1.02 SUMMARY**

A. Section includes:

1. Metal ductwork.

##### **1.03 REFERENCE STANDARDS**

- A. ASHRAE (FUND) - ASHRAE Handbook - Fundamentals Most Recent Edition Cited by Referring Code or Reference Standard.
- B. ASTM A36/A36M - Standard Specification for Carbon Structural Steel 2019.
- C. ASTM A653/A653M - Standard Specification for Steel Sheet, Zinc-Coated (Galvanized) or Zinc-Iron Alloy-Coated (Galvannealed) by the Hot-Dip Process 2022.
- D. ASTM A1008/A1008M - Standard Specification for Steel, Sheet, Cold-Rolled, Carbon, Structural, High-Strength Low-Alloy, High-Strength Low-Alloy with Improved Formability, Required Hardness, Solution Hardened, and Bake Hardenable 2021a.
- E. ASTM A1011/A1011M - Standard Specification for Steel, Sheet and Strip, Hot-Rolled, Carbon, Structural, High-Strength Low-Alloy, High-Strength Low-Alloy with Improved Formability, and Ultra-High Strength 2018a.
- F. ASTM B209 - Standard Specification for Aluminum and Aluminum-Alloy Sheet and Plate 2014.
- G. ASTM B209M - Standard Specification for Aluminum and Aluminum-Alloy Sheet and Plate (Metric) 2014.
- H. NFPA 90A - Standard for the Installation of Air-Conditioning and Ventilating Systems 2021.

- I.  NFPA 90B - Standard for the Installation of Warm Air Heating and Air-Conditioning Systems 2021.
- J.  SMACNA (LEAK) - HVAC Air Duct Leakage Test Manual; Sheet Metal and Air Conditioning Contractors' National Association; 2012, 2nd Edition.
- K.  SMACNA (DCS) - HVAC Duct Construction Standards Metal and Flexible 2021.

#### **1.04 SUBMITTAL PROCEDURES**

- A.  Refer to DDC General Conditions Section 01 33 00 "Submittal Procedures".

#### **1.05 QUALITY ASSURANCE**

- A.  Refer to DDC General Conditions Section 01 40 00 "Quality Requirements".

#### **1.06 REGULATORY REQUIREMENTS**

- A.  Construct ductwork to NFPA 90A, NFPA 90B, NFPA 96, and SMACNA standards.

#### **1.07 FIELD CONDITIONS**

- A.  Do not install duct sealants when temperatures are less than those recommended by sealant manufacturers.

### **PART 2 - PRODUCTS**

#### **2.01 DUCT ASSEMBLIES**

- A.  All Ducts: Galvanized steel, unless otherwise indicated.
- B.  Low Pressure Supply: 2 inch w.g. pressure class, galvanized steel.

#### **2.02 MATERIALS**

- A.  Galvanized Steel for Ducts: Hot-dipped galvanized steel sheet, ASTM A653/A653M FS Type B, with G60 or G90 coating.
- B.  Aluminum for Ducts: ASTM B209 (ASTM B209M); aluminum sheet, alloy 3003-H14. Aluminum Connectors and Bar Stock: Alloy 6061-T651 or of equivalent strength.

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C. □ Joint Sealers and Sealants: Non-hardening, water resistant, mildew and mold resistant.

1. □ Type: Heavy mastic or liquid used alone or with tape, suitable for joint configuration and compatible with substrates, and recommended by manufacturer for pressure class of ducts.

D. □ Gasket Tape: Provide butyl rubber gasket tape for a flexible seal between transfer duct connector (TDC), transverse duct flange (TDF), applied flange connections, and angle rings connections.

## 2.03 DUCTWORK FABRICATION

A. □ Fabricate and support in accordance with SMACNA (DCS) and as indicated.

B. □ No variation of duct configuration or size permitted except by written permission. Size round duct installed in place of rectangular ducts in accordance with ASHRAE (FUND) Handbook - Fundamentals.

## 2.04 MANUFACTURED DUCTWORK AND FITTINGS

A. □ Transverse Duct Connection System: SMACNA "E" rated rigidly class connection, interlocking angle and duct edge connection system with sealant, gasket, cleats, and corner clips in accordance with SMACNA (DCS).

## PART 3 - EXECUTION

### 3.01 EXECUTION REQUIREMENTS

A. □ Refer to DDC General Conditions for execution requirements.

### 3.02 INSTALLATION

A. □ During construction provide temporary closures of metal or taped polyethylene on open ductwork to prevent construction dust from entering ductwork system.

**END OF SECTION 23 31 00**



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## SECTION 26 05 05 SELECTIVE DEMOLITION FOR ELECTRICAL

### PART 1 - GENERAL

#### 1.01 RELATED DOCUMENTS

- A. The following documents apply to all required work for the Project: (1) the Contract Drawings, (2) the Specifications, (3) the General Conditions, (4) the Addendum and (5) the Contract [City of New York Standard Construction Contract].

#### 1.02 SUMMARY

- A. Section includes:  
1. Electrical demolition.

#### 1.03 SUBMITTAL PROCEDURES

- A. Refer to DDC General Conditions Section 01 33 00 "Submittal Procedures".

#### 1.04 QUALITY ASSURANCE

- A. Refer to DDC General Conditions Section 01 40 00 "Quality Requirements."

### PART 2 - PRODUCTS

#### 2.01 MATERIALS AND EQUIPMENT

- A. Materials and equipment for patching and extending work: As specified in individual sections.

### PART 3 - EXECUTION

#### 3.01 EXECUTION REQUIREMENTS

- A. Refer to DDC General Conditions for execution requirements.

#### 3.02 EXAMINATION

- A. Verify that abandoned wiring and equipment serve only abandoned facilities.
- B. Demolition drawings are based on casual field observation and existing record documents.

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C.  Report discrepancies to Commissioner before disturbing existing installation.

D.  Beginning of demolition means installer accepts existing conditions.

### **3.03 PREPARATION**

A.  Disconnect electrical systems in ceilings to be removed.

B.  Provide temporary wiring and connections to maintain existing systems in service during construction.

### **3.04 DEMOLITION AND EXTENSION OF EXISTING ELECTRICAL WORK**

A.  Remove, relocate, and extend existing installations to accommodate new construction.

B.  Remove abandoned wiring to source of supply.

C.  Remove exposed abandoned conduit, including abandoned conduit above accessible ceiling finishes. Cut conduit flush with walls and floors, and patch surfaces.

D.  Disconnect and remove abandoned panelboards and distribution equipment.

E.  Disconnect and remove electrical devices and equipment serving utilization equipment that has been removed.

F.  Disconnect and remove abandoned luminaires. Remove brackets, stems, hangers, and other accessories.

G.  Repair adjacent construction and finishes damaged during demolition and extension work.

H.  Maintain access to existing electrical installations that remain active. Modify installation or provide access panel as appropriate.

I.  Extend existing installations using materials and methods compatible with existing electrical installations, or as specified.

### **3.05 CLEANING AND REPAIR**

A.  Clean and repair existing materials and equipment that remain or that are to be reused.



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- B. □ Panelboards: Clean exposed surfaces and check tightness of electrical connections. Replace damaged circuit breakers and provide closure plates for vacant positions. Provide typed circuit directory showing revised circuiting arrangement for new panels and existing panels that are modified.

**END OF SECTION 26 05 05**



FMS ID: CO293LL11



Department of Design and Construction

THE CITY OF NEW YORK
DEPARTMENT OF DESIGN AND CONSTRUCTION
DIVISION OF PUBLIC BUILDINGS

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TELEPHONE (718) 391-1000 WEBSITE www.nyc.gov/buildnyc

Contract for Furnishing all Labor and Material Necessary and Required for:

CONTRACT NO. 1 GENERAL CONSTRUCTION WORK

Bronx County Courthouse Exterior Rehabilitation

LOCATION: 851 Grand Concourse
BOROUGH: Bronx, NY 10451
CITY OF NEW YORK

Contractor

Dated \_\_\_\_\_, 20\_\_\_\_

Entered in the Comptroller's Office

First Assistant Bookkeeper

Dated \_\_\_\_\_, 20\_\_\_\_

